

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

**CITY COUNCIL CHAMBERS
1600 HUNTINGTON DRIVE, DUARTE, CA 91010
Tuesday, October 22, 2024
7:00 PM**

MISSION STATEMENT

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

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

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

ADA ACCESSIBILITY NOTICE:

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

Notice:

Any documents distributed by the City/Authorities to a majority of the City Council/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Housing

Authority/Financing Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

Notice:

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

Members of the public may livestream the City Council meeting broadcast on the City's website. To access the meeting, log onto www.accessduarte.com, then on the homepage, click on the Agendas & Meetings icon then click on the City Council Meeting link. City Council meetings are also broadcast daily at 12:00 p.m. and 7:00 p.m., following each meeting, via Spectrum Cable - Channel 3.

Public comment:

In-Person: Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk. Speakers shall be limited to three (3) minutes per person per item. At the Mayor's discretion, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

Written: Submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. Comments will be distributed to the City Council and made available for public review.

PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published.

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

1. CALL TO ORDER AND ROLL CALL
 - A. City Manager Written Comments
2. PLEDGE TO THE FLAG
3. ADOPTION OF THE AGENDA
4. SPECIAL ITEMS
 - A. Mayor's Youth Council Update

- B. Presentation by the Los Angeles County Assessor's Office
- C. Foothill Unity Annual Report
- D. Public Safety Department Update
- 5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
- 6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA
- 7. CONSENT CALENDAR
 - A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)
 - B. Approve absence(s) of City Councilmember(s) from the City Council meeting
 - C. Approval of Minutes - October 8, 2024 Regular Meeting (CC/HA/FA)

Recommended Action: Approve the minutes of October 8, 2024.
 - D. Approval of Warrants - October 22, 2024 (CC/HA/FA)

Recommended Action: Approve the warrants of October 22, 2024.
 - E. Monthly Financial Report

Recommended Action: Receive and File the Monthly Financial Report.
 - F. Public Safety Department Update

Recommended Action: Receive and File the Public Safety Department Update.
 - G. Approval of a Second Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc.

Recommended Action: Approve and execute a Second Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. in an amount not to exceed \$14,500 for FY 2024-25.
 - H. Approval of Homeless Outreach Resources and Collaborative Efforts in North San Gabriel River Area

Recommended Action: 1) Amend the following accounts to increase funding: 1205-7781 by \$13,000, 1205-7980 by \$5,000, 1205-7030 by \$5,000, 1205-8030 by \$77,000; 2) Authorize the City Manager to acquire a UTV at a cost of \$55,009.62, meeting the specifications outlined by the LA County Sheriff's Department (see Attachment A); 3) Authorize the City Manager to acquire a drone, along with any necessary equipment or software, to meet the goals outlined in this report; 4) Authorize the City Manager to donate the UTV to the LA County Sheriff's Department for use by the Duarte

Deputy Special Assignment Team, with the Sheriff's Department absorbing all future liability and costs for the vehicle; and 5) Waive the competitive bidding process under Municipal Code Section 2.36.050(l) since the LA County Sheriff's Department has already conducted purchasing procedures that ensure effective competition among responsible vendors for the UTV acquisition.

I. Consideration of Service Agreement with Flock Group Inc. (Flock Safety)

Recommended Action: 1) Approve the service agreement with Flock Group Inc. (Attachment A) for thirteen (13) ALPR camera subscriptions (\$40,800 in the first year, \$39,000 in the second year) and authorize the City Manager to sign and execute the agreement; 2) Find that approval of the agreement and subscription service with Flock Group Inc. is not a "Project" as defined under Section 15378 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required; and 3) Find that this agreement is exempt from the competitive bidding process pursuant to Municipal Code Section 2.36.050(f) -when there is only one vendor (Attachment C).

J. Notice of Completion: Beardslee Park Restroom Replacement Project, Site Work (24-10)

Recommended Action: 1) Authorize the Notice of Completion for the Beardslee Park Restroom Replacement Project, Site Work, in the amount of \$164,643 and 2) Approve a budget amendment in the amount of \$164,643.

K. Red Ribbon Week Proclamation

Recommended Action: Issue a proclamation recognizing October 23-31, 2024, as National Red Ribbon Week and supporting the campaign to promote drug prevention within the community.

L. Compensation Amount Increase for Temporary Services Agreement – Interim Recreation Supervisor, Senior Center

Recommended Action: Approve an additional \$5,400 in the compensation amount allocated for the temporary services agreement with Retired Annuitant Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

A. Municipal Code Amendment (MCA) 24-02 - a City-initiated request to establish an Affordable Housing Overlay Zone by adding Chapter 19.26 to the Duarte Development Code

Recommended Action: Approve Municipal Code Amendment 24-02 by introducing Ordinance No. 927 that will add Chapter 19.26 Affordable Housing Overlay Zone to

the Duarte Development Code.

10. BUSINESS ITEMS

A. Professional Services Agreement with Western Audio Visual for the Replacement of Audio and Visual Equipment in the City Council Chambers/Community Center

Recommended Action: Authorize the City Manager to execute this Professional Services Agreement with Western Audio Visual in the amount of \$101,876, plus a fifteen percent contingency, for the replacement of the audio and visual equipment in the City Council Chambers/Community Center.

B. PEG Fees Assignment Agreement

Recommended Action: Approve the attached agreement which assigns the current balance of PEG fees and any future PEG fees as needed to pay for the purchase of audio visual equipment that will be used to broadcast and disseminate government programming to the public.

11. CONTINUATION OF ORAL COMMUNICATIONS

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

13. ADJOURNMENT

In memory of Elizabeth Bagwell.

AFFIDAVIT OF POSTING

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

Dated this 17th day of October, 2024.

Annette Juarez, MMC
City Clerk



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: October 16, 2024
SUBJECT: Comments on Agenda Items, Meeting of October 22, 2024

ITEM 4.A. (Special Items). Mayor's Youth Council Update - The Mayor's Youth Council will provide an update for the council.

ITEM 4.B. (Special Items). Presentation by the Los Angeles County Assessor's Office - L.A. County Assessor Field Deputy Candy Ng will provide an update for the council.

ITEM 4.C. (Special Items). Foothill Unity Center Annual Report - Foothill Unity Center Director of Major Gifts and Planned Giving Julie Swayze will provide an Annual Report for the council.

ITEM 4.D. (Special Items). Public Safety Department Update - Public Safety Director Larry Brececa will provide an update for the council.

ITEM 7.E. (Consent Calendar). The Finance Department has submitted the monthly report for August 2024 for review.

ITEM 7.F. (Consent Calendar). The Public Safety Department has submitted the monthly report for October 2024 for review.

ITEM 7.G. (Consent Calendar). Second Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. - On June 14, 2022, the Duarte City Council approved an agreement and the FY 2022-23 budget which included \$14,500 to support Foothill Unity Center's five core programs for vulnerable populations in the San Gabriel Valley which includes the following: case management, food services, health program, job development program, and the housing and homeless program. The first amendment to this agreement was approved on June 27, 2023 which included \$14,500 to support Foothill Unity Center. The Duarte City Council approved the FY 2024-25 budget in the amount of \$14,500, which funded Foothill Unity Center's request for financial support of their five core programs. The Second Amendment to the original Funding Agreement will include services rendered from July 1, 2024, to June 30, 2025, and include the same annual reporting provisions.

ITEM 7.H. (Consent Calendar). Homeless Outreach Resources and Collaborative Efforts in the North San Gabriel River Area - Through Senate Bill 104, State Senator Susan Rubio secured \$300,000 from the San Gabriel Valley Council of Governments' Department of Housing and Community Development for a homeless services pilot program. Of this funding, \$100,000 has been allocated to the City of Duarte to support efforts in the North San Gabriel River area, including providing resources and addressing individuals experiencing homelessness. Staff has identified the need for a concentrated effort across all three jurisdictions and additional resources to navigate the area effectively. The goal is to enhance coordination and provide technological and personnel support for a joint operation between Duarte, Azusa, and Irwindale to address homelessness in the North San Gabriel River area. Using the grant funds, the City of Duarte will acquire the following resources to support these efforts: **Side-by-Side (UTV) Vehicle** - The city will acquire a side-by-side vehicle equipped with police lights, a stretcher mounting system, cargo area, winch, and off-road protection. This vehicle is essential for navigating the challenging North San Gabriel River terrain, which is often inaccessible by standard patrol vehicles. The City will donate the UTV to the LA County Sheriff's Department for use by the Duarte Deputy Special Assignment Team. The Sheriff's Department will absorb all future maintenance, insurance, liability and fuel costs for the vehicle. **Drone**

Equipment, Training, and Licensing - The city will also acquire a drone equipped with advanced thermal imaging, anti-collision hardware, and emergency lighting. This drone will allow staff to monitor the difficult terrain of the North San Gabriel River remotely, enhancing both communication and safety during outreach efforts. **Deputy and Outreach Team Overtime & Cleanup Efforts** - Funding for overtime pay is critical for deputies, outreach teams, and cleanup crews to conduct joint operations between Duarte, Azusa, and Irwindale. These coordinated operations will ensure that unhoused individuals receive essential services, such as mental health support, medical care, and shelter referrals. Deputies will work alongside outreach teams to provide both enforcement and compassionate interventions. Cleanup efforts will also be supported, including the removal of debris and hazardous materials from the North San Gabriel River to improve safety and environmental conditions.

ITEM 7.I. (Consent Calendar). Professional Services Agreement with FLOCK Group Inc. - The ALPR (Automated License Plate Reader) camera technology is a proactive and investigative tool aimed at reducing Part 1 crimes in our community. This technology has demonstrated its effectiveness in locating stolen vehicles and solving a range of automobile-related offenses. By implementing ALPR, we can enhance our crime prevention strategies, strengthen public safety efforts, and better protect the quality of life for our residents. Staff, along with the Duarte Special Assignment Deputies and Flock Safety, have identified 13 key locations throughout Duarte and the neighboring City of Bradbury where the cameras will be installed. These locations are strategic entry points where monitoring incoming and outgoing traffic can provide comprehensive coverage of both cities. Of the 13 locations, 2 are situated within Bradbury's jurisdiction, leading to the creation of a cost-sharing agreement between the two cities (Attachment B). Bradbury will contribute half of the cost of the system, which amounts to \$3,150 for the first year and \$3,000 for the second and subsequent years towards the system's overall cost.

ITEM 7.J. (Consent Calendar). Notice of Completion of the Beardslee Restroom Project No. 24-10 - At the May 14, 2024, City Council Meeting, the Council awarded the contract for the Beardslee Park Restroom Replacement Project, Site Work (24-10), to Golden Sun Enterprise, Inc. in the amount of \$149,777, in addition to a ten percent contingency, to demolish the restroom building in the park-site, prepare the foundation/pad, pull wire, complete all final tie-ins to the electrical panel, and make all final plumbing connections to the prefabricated restroom building purchased through Public Restroom Company. The Beardslee Park Restroom Replacement project, which began in late August, proceeded smoothly overall. However, before the prefabricated restroom could be installed, the manufacturer requested that Golden Sun Enterprise raise the foundation pad by an additional six inches to ensure proper drainage for sewer connectivity. This led to a change order for extra materials, labor, and paving for the entry path to the building. The project was budgeted not to exceed \$164,755 in FY 2023/24; however, work commenced and was completed in FY 2024/25, requiring a budget amendment for the project's total cost of \$164,643 (100-1610-8100).

ITEM 7.K. (Consent Calendar). Red Ribbon Week Proclamation - The City of Duarte Public Safety Department seeks to proclaim the week of October 23-31, 2024, as National Red Ribbon Week and adopt the National Red Ribbon Week campaign theme, "Life is a Movie, Film Drug Free"™. This annual campaign emphasizes the importance of drug prevention and encourages youth and families to commit to living drug-free.

ITEM 7.L. (Consent Calendar). Compensation Amount Increase for Temporary Services Agreement with the Interim Recreation Supervisor, Senior Center - At the June 25, 2024, City Council Meeting, the Council authorized the City Manager to enter into an agreement for temporary services with Retired Annuitant Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center while the recruitment process was underway and until the vacant position was permanently filled. The original compensation amount, not to exceed \$23,608, indicated in the agreement for Mrs. Diamond's temporary services was based on staff's best estimate at the time, as to when the new Recreation Supervisor for the

Senior Center would begin. However, that estimated date has been pushed back a bit to allow for the incoming supervisor to close out their professional and personal commitments accordingly, prior to starting in Duarte. Thus, the need to retain Mrs. Diamond's service through the duration of October 2024 is necessary and will continue to ensure programming and services are adequately organized and supervised at the Center until the new recreation supervisor embarks on their tenure with the City. The agreement amount increase of \$5,400 still falls under the California Public Employee Retirement System (Cal PERS) requirements including not exceeding 960 hours in a fiscal year.

ITEM 9.A. (Public Hearing). Municipal Code Amendment (MCA) 24-02 - a City-initiated request to establish an Affordable Housing Overlay Zone by adding Chapter 19.26 to the Duarte Development Code - The proposed code amendment would add a new chapter (19.26) to the Duarte Development Code that establishes an Affordable Housing Overlay (AHO) zoning designation (Attachment A). The overlay zone intends to incentivize development of affordable and mixed income housing on designated sites as identified within the City's 2021-2029 Housing Element. By adopting this Amendment, the City would continue to implement the policies and objectives of the adopted Housing Element and work towards meeting State-mandated housing requirements. As required by State law, the Housing Element of the General Plan must be updated every eight years. The City of Duarte submitted the 2021-2029 Housing Element to the State and was one of the earliest cities to receive State certification. The City Council adopted the new Housing Element on January 11, 2022. The Housing Element includes a total of 22 programs for implementation during the eight-year planning period, including several programs involving amendments to the Duarte Development Code to help facilitate the construction of affordable housing. One of the programs required to be implemented is the adoption of an AHO. The Housing Element identifies the following four (4) Opportunity Sites for designation with the AHO, offering increased densities and other incentives to developers that provide affordable housing as part of a development project: opportunity Site 7: 1214 Elmhurst Avenue and 2150-2200 Huntington Drive, opportunity Site 8: 2400-2422 Huntington Drive, opportunity Site 9: 1806-1812 Mountain Avenue, and opportunity Site 10: 1900 Buena Vista Street. On September 16, 2024, the Planning Commission held a duly noticed public hearing unanimously and approved PC Resolution 24-08 recommending that the City Council adopt Municipal Code Amendment 24-02 adding Chapter 19.26 (Affordable Housing Overlay Zone) to Article 2 (Zones, Allowable Uses and Development Standards) of the Duarte Development Code and thereby establishing definitions, requirements, and regulations to implement the Duarte Housing Element. On January 11, 2022, the City Council adopted the 2021-2029 Housing Element and associated Negative Declaration determining that the Housing Element was consistent with the General Plan and the related General Plan changes could not have a significant effect on the environment. The proposed modification to the Duarte Development Code constitutes the implementation of the policies within the adopted Housing Element. Therefore, the amendment is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183, as it is consistent with General Plan policies encompassed in the Environmental Impact Report prepared for the General Plan, and applicable to the City Council's adoption of the 2021-2029 Housing Element on January 11, 2022 and associated Negative Declaration. Furthermore, this amendment is exempt per the State CEQA Guidelines Section 15061 (b)(3) common sense exemption that applies to projects which do not have the potential for causing a significant impact on the environment. This amendment includes programs and policies that are part of the required Housing Element update that would not cause a significant impact on the environment and are consistent with the Negative Declaration that has already been adopted by the City. For these reasons, no further environmental review is required.

ITEM 10.A. (Business Items). PEG Fees Assignment Agreement - The City of Duarte collects approximately \$30,000 in public, educational, and governmental programming fees ("PEG Fees") each year. These fees are restricted to be used for capital projects that support the public's access to public, educational and governmental programming. The City Council has authorized the purchase and installation of certain audio visual equipment in the City Council Chambers that will be used to broadcast and disseminate programming of Council Meetings and other community meetings, events and activities. The estimated

cost of this equipment is \$101,876 plus a fifteen percent contingency. The assignment agreement provides that the current balance of PEG fees, which is approximately \$66,000 plus the future PEG fees that are needed to bridge the gap, will be assigned to the payment of this equipment.

ITEM 10.B. (Business Items). Professional Services Agreement with Western Audio Visual for the Replacement of Audio and Visual Equipment in the City Council Chambers/Community Center - The audio-visual (AV) system in the City Council Chamber, installed in 2015, is outdated and has faced numerous failures, including sound quality, video display issues, and reliability concerns. While the City's technology solutions independent contractor, Maxtreme Inc., and staff have done their best to find workarounds for the audio/visual and broadcasting functions over the years as the equipment has aged, the reality is that the average lifespan of technology equipment is about five to seven years. Updating the AV equipment in the City Council Chamber is essential for ensuring the City Council meetings and other public meetings and workshops run smoothly and provide clear audio and visual communication for both in-person attendees and those viewing remotely. Given the complexities in the design and engineering of our existing AV equipment and broadcasting functions, City staff and Maxtreme Inc. embarked on investigating various audio-visual vendors that could provide a full-service, design and on-going maintenance, for replacement of our aging equipment while still incorporating certain pieces of equipment and work the City recently acquired and invested in. After consultation with some San Gabriel Valley Council of Government members, visiting and touring various recently updated Council Chambers, and completing reference checks, Western Audio Visual (WAV) was a clear standout given the extensive experience working with municipal AV projects, like recently in the cities of Cerritos, Simi Valley, Glendora, and West Hollywood, and their ability to provide cost-effective solutions tailored to specific needs of our City Council Chamber. The proposed AV upgrades project involves the design and engineering for the replacement of the display systems throughout the Chamber, a new Crestron signal distribution and switching system and control system, new audio system including transceivers and microphones, installation, testing, and a one-year service plan. The total cost for the replacement of the AV equipment is \$101,876. If approved, the project would commence this December and be completed in time for the City Council's first regular meeting in the new year.

CITY OF DUARTE

MINUTES OF THE REGULAR JOINT MEETING OF THE CITY COUNCIL/HOUSING AUTHORITY/DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

**Tuesday, October 8, 2024
7:00 PM — Regular Session**

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

1. CALL TO ORDER AND ROLL CALL

Mayor Truong called the open session to order at 7:05 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Schulz, Martin Del Campo, Garcia, Truong
Councilmembers Absent: Finlay
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Larry Breceda, Director of Public Safety Services
Manuel Enriquez, Director of Parks and Recreation
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager
Albert Nuñez, Management Analyst
Frances Jimenez, Deputy City Clerk

2. PLEDGE TO THE FLAG

The flag salute was led by Dr. Laura Jasso.

3. ADOPTION OF THE AGENDA

Moved by Councilmember Lewis seconded by Mayor Pro Tem Garcia and carried by the following vote of the City Council to adopt the agenda.

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

4. SPECIAL ITEMS

A. Municipal Code Prosecution Update

Director of Public Safety Services Breceda introduced prosecutor Matthew Silver from Civica Law Group APC. An update was given regarding Municipal Code Prosecution through the Code Enforcement & Los Angeles Sheriff's Department Legal Support Report. Silver shared how his team prosecutes LASD citations; provided criminal citation case data and examples; and explained how they collaborate to achieve code compliance per Duarte's Municipal Code.

B. Community Development Department Update

Community Development Director Hensley provided an update on the status of automobile dealerships within the city and detailed changes in ownership, locations and bringing in further business. Per questions posed by the City Council, he shared the progress of projects such as placing the lights on Evergreen Street and also discussed development projects such as the Wyndham Hotel and the Median Project. Discussion ensued regarding tree trimming around power lines on Duarte Road and conversation was also had regarding undergrounding of utilities on Huntington Dr. between Buena Vista Street and Mountain Avenue.

C. Parks and Recreation Department Update

Director of Parks and Recreation Enriquez highlighted the timeline of ongoing capital improvement projects including the restroom replacement at Beardslee Park, the gazebo replacement at Royal Oaks Park, and the Royal Oaks Park pickleball court conversion and tennis court resurfacing. Residents were also reminded about upcoming recreation events.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Assistant to the City Manager Rangel announced upcoming city events.

The City Council invited residents to upcoming community events.

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

None.

7. CONSENT CALENDAR

- A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes - September 24, 2024 Regular Meeting. (CC/HA/FA)
- D. Approval of Warrants - October 8, 2024. (CC/HA/FA)

- E. Receive and file the Community Development Department Update.
- F. Receive and file the Parks and Recreation Department Update.
- G. Approval of Resolution No. 24-16 and Resolution No. 24-17 fixing the City's Medical Insurance contribution for Councilmembers and Employees for 2025.
- H. Authorization for the City Manager to sign an Exclusive Negotiating Agreement (ENA) with Red Mountain Group to provide a period of time for the parties to negotiate the sale and development of the City owned properties at 1303-1305 Huntington Drive.
- I. Adoption of Resolution No. 24-21 adopting a holiday schedule for City employees for July 2024 – June 2025.
- J. Authorization for the City Manager to sign and execute an amended agreement between Civica Law Group APC for the prosecution of municipal code violations and approve a \$45,000 budget amendment for FY 2024-2025 to account number 1015-7684.
- K. Approve the award of contract for the FY 2024-25 CDBG ADA Curb Ramps Project to CJ Concrete Construction, Inc. in the amount of \$98,500.00 and up to a 25% contingency for additional work.
- L. Proclamation Recognizing October 7-11, 2024 as Digital Inclusion Week in the City of Duarte.

Moved by Councilmember Kang seconded by Councilmember Martin Del Campo and carried by the following vote of the City Council to approve Items 7A-7L of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

- A. 1763 Royal Oaks North – Royal Oaks Senior Living Facility Annexation and Prezone of the Royal Oaks property and abutting right-of-way into the City of Duarte.

Mayor Pro Tem Garcia recused himself from the discussion of Item 9.A as HumanGood is a source of his income, and he left the room.

Associate Planner Abdul Ahad shared the background on the project site; presented the timeline for the proposed annexation; and summarized the three resolutions and two ordinances that were brought forward.

Per questions posed by the City Council, clarification was made regarding the zoning of the parcel and usage of the property.

Mayor Truong opened the Public Hearing.

Public Comment

Jim Lawler shared enthusiasm on behalf of residents of Royal Oaks about becoming citizens of the City of Duarte and reminded residents that they are a retirement community.

Steve Hernandez expressed support for the annexation and voiced excitement for the new residents the City will gain. He also invited residents to visit the Senior Center and take advantage of resources that are offered.

Andrew Smith also shared excitement, on behalf of HumanGood, over the new relationship with the City of Duarte; thanked both city staff and Rincon Consultants for their work on the proposed project; and invited the City Council to their upcoming Anniversary Gala.

In response to questions posed by the City Council Director of Community Development Hensley discussed the details of the zoning designation in comparison to Westminster Gardens.

Mayor Truong closed the Public Hearing.

Moved by Councilmember Martin Del Campo seconded by Councilmember Schulz and carried by the following vote of the City Council to approve the project.

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

10. BUSINESS ITEMS

A. Ordinance Amending Sections of Duarte Municipal Code Chapters 5.04, 5.08, 5.12, 5.16, 5.24, and 5.60 Regarding License and Permit Fees and Resolution Adopting Existing License and Permit Fees

Director of Administrative Services Petersen presented the staff report and detailed the need to amend the Duarte Municipal Code to update outdated provisions and to ensure all business license fees are consistently approved by City Council Resolution. She also explained the future process that will result from this approval in terms of a fee schedule and adjustments that will need to be made. Discussion ensued regarding the city's history of a comprehensive fee analysis.

Moved by Councilmember Martin Del Campo seconded by Councilmember Lewis and carried by the following vote of the City Council to approve the first reading of Ordinance No. 926 and adopt Resolution No. 24-22 confirming certain business license fees.

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

B. Discussion Regarding the Public, Education, and Government (PEG) Channel

Assistant to the City Manager Rangel provided context regarding recent issues with the Public, Education, and Government (PEG) Channel; detailed the current operating costs and future expenses that will be required to update existing equipment and continue operations; and explained the accessibility of other platforms that are being used by residents to stay up to date on city happenings.

City Manager Villalobos clarified that staff was not giving a recommendation, but are looking for discussion and direction given the upcoming award of contract for the replacement of audiovisual equipment would include items for the PEG Channel.

Discussion ensued regarding the channel viewership, lack of resident engagement, and the current amount of PEG funds received. Further conversation was had regarding the logistics of the channel, the type of content displayed, and the drawbacks in terms of the funding restrictions. In response to questions posed by the City Council Director of Administrative Services Petersen discussed the expenses to operate the channel, shared the process for cities to receive PEG funds and explained how other cities manage their communication outlets.

Moved by Councilmember Schulz seconded by Councilmember Kang and carried by the following vote of the City Council to not continue operating the Public, Education, and Government (PEG) Channel.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

Director of Administrative Services Petersen shared that she is looking forward to attending the upcoming JPIA conference.

City Manager Villalobos reported he would also be attending the JPIA conference along with Director of Parks and Recreation Enriquez and Director of Public Safety Services Breceda.

Councilmember Martin Del Campo reported she attended Senator Rubio's Wings Women Empowerment Seminar and will be attending the upcoming Foothill Metro Extension meeting.

Councilmember Schulz shared that she attended recent community events, including a Habitat for Humanity event, and a Cancer Support Community event. She requested that the Parks and Recreation Department connect with the Cancer support Community organization to share resources and ensure residents can participate in the free services they offer. Councilmember Schulz also reported that she will be attending the SGVCOG Governing Board meeting.

Councilmember Lewis reported he also attended the Wings Women Empowerment Seminar hosted by Senator Rubio and reminded residents that October is Cancer Awareness month.

Mayor Pro Tem Garcia shared recent community events he attended and invited residents to upcoming events.

Mayor Truong reported he attended the SGVCOG EENR/Water Committee meeting, the SGVCOG Homelessness Committee meeting, and will also be attending the JPIA conference.

13. ADJOURNMENT

At 8:23 p.m., the City Council adjourned the meeting in honor of former Monrovia Councilmember Gloria Crudgington.

Vinh Truong, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 7/2024	5063		1,950.00
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation 7/2024	5066	202422-PassThru-Royal Oaks ...	14,788.52
100-1605-7741	CAPITAL ONE	Youth Sports/LAS Gametime Supplies	BD25-0429		73.80
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation-Fantasy Springs 8/28/24	220283		2,199.00
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 8/2024	5063		1,950.00
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation 8/2024	5066	202422-PassThru-Royal Oaks ...	3,137.29
100-1020-7716	CALIFORNIANS ORGANIZED F...	Veteran's Day Trumpet Player	220267		100.00
100-1610-7618	SOUTHEAST CONSTRUCTION ...	Beardslee Park Sand	220299		719.72
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	BD25-0429		84.54
100-1605-7745	CAPITAL ONE	TC Boxing Show Snack Bar Supplies	BD25-0429		530.48
100-1605-7732	CAPITAL ONE	City Picnic Goodie Bag Supplies	BD25-0429		103.96
100-1605-7737	CAPITAL ONE	SC Beach Trip Supplies	BD25-0429		60.80
100-1605-7732	IMAGEN INC	City of Duarte Umbrellas for Event Use	220282		3,988.06
100-1605-7745	SIMON EQUIPMENT RENTALS	TC Boxing Show Fan Rentals	220298		99.81
100-1405-7965	KAREN WARNER ASSOCIATES ...	Housing Element Implementation (AHO)	5057	202028-Prof.Svc-Housing Ele...	6,673.40
100-1010-7612	MMASC	Albert Nunez MMASC Membership	220287		125.00
100-1605-7733	THE BASHFUL BUTLER LLC	SC Holiday Dinner 12/13/2024	220264		2,315.25
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 9/2024	5050		168.00
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease10/2024	220268		1,742.37
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maintenance 8/2024	220268		798.48
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 8/23/24 - 9/22/24	220269		23.44
100-1205-7636	UNIFORM HEADQUARTERS	ACO Padilla Uniforms	5077		364.10
100-1610-7618	LANDSCAPE WAREHOUSE III	Beardslee Park Project	5058		143.45
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	5069		280.52
100-1205-7784	LOS ANGELES COUNTY SHERIF...	Prisoner Maintenance 3/2024	5060		786.12
100-1610-7618	LANDSCAPE WAREHOUSE III	Beardslee Park Irrigatio...	5058		27.63
100-1205-7610	U.S. BANK	WiFi Hotspot Access Plan (T-Mobile)	5042		35.00
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5042		6.91
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5042		38.12
100-1205-7615	U.S. BANK	Refund-EOC Bridge Fire Food (Costco)	5042		-15.41
100-1205-7615	U.S. BANK	Emergency Response Bike Pedals (Amazon)	5042		171.96
100-1205-7615	U.S. BANK	EOC Bridge Fire Food/Supplies (Costco)	5042		295.61
100-1205-7615	U.S. BANK	Emergency Response Bike Equipment (Amazon)	5042		153.21
100-1205-7615	U.S. BANK	Emergency Response Bike Parts/Equip (LS E Bike)	5042		178.26
100-1205-7615	U.S. BANK	EOC Bridge Fire Food 9/11/24 (Target)	5042		45.54
100-1205-7615	U.S. BANK	EOC Bridge Fire Food 9/11/24 (Tropicana Mkt)	5042		76.75

Council Warrant Register By Account

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7636	U.S. BANK	Code Enforcement Officers Uniforms (5.11 Inc)	5042		317.52
100-1205-7655	U.S. BANK	EOC Scheduling Software Subscription (Sling)	5042		18.34
100-1205-7779	U.S. BANK	DART Meeting 8/28/24 (Little Caesars)	5042		81.94
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Parking (City of HB)	5042		15.00
100-1205-7779	U.S. BANK	Back to School Incentive (Target)	5042		20.00
100-1205-7779	U.S. BANK	DART Horror Nights 9/20/24 Parking (USH)	5042		35.00
100-1205-7779	U.S. BANK	DART Horror Nights 9/20/24 Dinner (In-N-Out)	5042		121.50
100-1205-7779	U.S. BANK	DART Cub Event 9/4/24 (Wingstop)	5042		62.81
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Supplies (Hilltop Liquor)	5042		40.11
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Supplies (Walmart)	5042		42.80
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Food (Jersey Mikes)	5042		205.93
100-1205-7780	U.S. BANK	Animal Control Dog Food (Target)	5042		11.20
100-1205-7780	U.S. BANK	Vanessa Montelongo Animal Control Training (RVSD)	5042		147.29
100-1205-7780	U.S. BANK	Don V Online Safe Capture Training (Cypherworx)	5042		495.00
100-1205-7780	U.S. BANK	Juan O Online Safe Capture Training (Cypherworx)	5042		495.00
100-1205-7783	U.S. BANK	A-Team School Mentoring Incentives (Target)	5042		69.85
100-1205-7783	U.S. BANK	A-Team Bowling 9/17/24 (Round 1 Bowling)	5042		1,043.90
100-1205-7980	U.S. BANK	Tobacco Sting Operation Dinner 9/20/24/(Chili's)	5042	202419/1205-7980 Other Exps..	103.57
100-1205-7980	U.S. BANK	Jr Deputy Stickers (Creative Services)	5042		528.95
100-1205-7980	U.S. BANK	Staff & Volunteers Coffee (Starbucks)	5042		44.00
100-1205-7980	U.S. BANK	Staff & Volunteer Donuts (A&P Donuts)	5042		35.75
100-1205-7980	U.S. BANK	Red Ribbon Week March Supplies (Paper Mart)	5042		67.99
100-1205-7980	U.S. BANK	Tobacco Sting Operation 9/20/24 (Target)	5042	202419/1205-7980 Other Exps..	40.00
100-1205-7980	U.S. BANK	Red Ribbon Week Supplies (Nimco)	5042		397.30
100-1205-7980	U.S. BANK	City Picnic Staff/Volunteer Lunch (Costco)	5042		43.88
100-1410-7980	FYREBRINGER STUDIOS INC	Annual Duarte Statue Cleaning	5053		4,650.00
100-1605-7730	PARTY PRONTO INC	Halloween Howl Bouncer 10/31/2024	220293		2,100.00
100-1610-7618	LANDSCAPE WAREHOUSE III	Beardslee Park Irrigatio...	5058		115.76
100-1605-7733	PACIFIC HEALTH AND WELLNE...	SC Thyroid Screening 10/23/2024	220290		1,125.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Park/Bus Stop Trash Liners	5069		1,352.57
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	5052		406.01
100-1205-7980	CURO MANAGED PRINT PRO...	Red Ribbon Week Publicity/Supplies	220271		905.37
100-1205-7980	CURO MANAGED PRINT PRO...	Neighborhood Watch Yard Signs	220271		105.84
100-1020-7726	BAKERS MAN PRODUCTIONS L...	Live-Switching & Recording of CC Mtg 9/2024	5045		600.00

Council Warrant Register By Account

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7733	SMART & FINAL	Senior Center Supplies	5071		107.16
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 8/27/24 - 9/26/24	220269		99.91
100-1205-7614	STAPLES	Office Supplies	5072		97.00
100-1410-7656	SUNWEST ENGINEERING	Generator Triennial Overfill Protection Test	5073		125.00
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Family Feud Shirts	220272		906.26
100-1205-7655	EVERBRIDGE INC	Nixle 9/28/2024 - 9/27/2025	5049		4,120.00
100-1205-7762	CALE AMERICA INC	WTP Fees 9/2024	5046		85.71
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Rental Clean-up 9/29/24	5056		142.34
100-1405-7965	PLANETBIDS INC	FY25 PB System Vendor/Bid Software	5064		4,492.15
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 9/2024	5061		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 9/2024	5061		2,080.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 9/2024	5061		76.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 9/2024	5061		3,426.72
100-1205-7780	DUARTE-AZUSA ANIMAL HOSP..	Emergency Animal Care (7/17/2024)	220277		50.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSP..	Emergency Animal Care (9/30/2024)	220277		50.00
100-1410-7630	SIMON EQUIPMENT RENTALS	Trencher/Stump Rental	220298		155.66
100-1610-8100	THE PUBLIC RESTROOM COM...	Prefabricated Restroom Beardslee Park	5075	202313/100-1610-8100-Parks...	27,114.00
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Mosquito/Rodent Control 9/2024	5079		793.76
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 9/2024	220297		10.00
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Advisory Services 9/2024	5059		6,495.00
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Advisory Svcs-BOV 1303 Huntington Dr	5059		1,500.00
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 9/2024	5065		4,515.00
100-1605-7733	CURO MANAGED PRINT PRO...	SC A Frame Rose Parade Marketing	220271		74.97
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 9/2024	5063		1,950.00
100-1610-7617	ALBERTO R PEREZ	Pool Chemicals	5063		890.76
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5047		24.22
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5047		35.52
100-1610-7652	SUNTREK INDUSTRIES INC	FC Pool Solar Booster Pump Replacement	220301		4,430.00
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 10/1/2024	220292		68.00
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Services 10/2024	5056		1,959.21
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 10/2024	5056		1,773.47
100-1205-7779	MATTHEW GUARJARDO	DUSD Tutoring Program	220280	202418-FY23-26-Exp-Tutors,S...	1,050.00
100-1205-7783	RAYMOND ABERNATHY	A-Team Contract Services 10/2024	5044		6,700.00
100-1605-7741	CURO MANAGED PRINT PRO...	Youth Sports Field Closed Signs	220271		341.78
100-1605-7733	CURO MANAGED PRINT PRO...	SC Community Yard Sale Signs	220271		368.24
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 10/1/2024 - 10/31/2024	BD25-0427		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 10/1/2024 - 10/31/2024	BD25-0426		565.20
100-1610-7616	SCP DISTRIBUTORS LLC	Pool Supplies/Test Kits	5067		250.42
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 11/1/24 - 1/31/25	220296		664.60

Council Warrant Register By Account

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1415-7889	LANDSCAPE WAREHOUSE III	Citywide/Sports Parks Irrigation Repairs	5058		900.82
100-1605-7741	SMART & FINAL	Youth Sports SCMAF Meeting Candy	5071		12.99
100-1605-7735	SMART & FINAL	TC Duarte Family Feud Lunch	5071		101.29
100-1410-7650	WARDS SERVICE	Vehicle 10 Liftgate Repair	5078		856.32
100-1605-7610	SOUTHERN CALIFORNIA MUN...	(2) Attendees 2024 SCMAF Institute	220300		80.00
100-2126	MITCHELL GENERAL CONTRAC...	Const/Demo Deposit Refund (Pmt#2024-075)	220286		3,000.00
100-1610-7652	SUNTREK INDUSTRIES INC	Pool Solar Panel Replacement	220301		995.00
100-1825-7626	FEDEX	Document Delivery	220278		26.24
100-1610-7618	GRAINGER	Lighting Supplies-Tennis Courts/Clocks	5054		1,196.92
100-1205-7761	DATA TICKET INC	Admin Citation Processing 9/2024	5048		1,321.03
100-1205-7761	DATA TICKET INC	Parking Citation Processing 9/2024	5048		2,304.31
100-1805-7653	SECTRAN SECURITY INC	October 2024 Courier Pick-up	5068		339.63
100-1605-7733	THE BASHFUL BUTLER LLC	SC Thanksgiving Dinner 11/22/2024	220265		2,315.25
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 9/1/24 - 9/30/24	BD25-0428		2,046.92
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation 9/2024	5066	202422-PassThru-Royal Oaks ...	6,932.25
100-1605-7733	SMART & FINAL	Senior Center Supplies	5071		172.78
100-1205-7761	ALHAMBRA SUPERIOR COURT	Citation Revenue Tax 9/2024	220263		5,761.00
100-1605-7730	DUARTE RECREATION PETTY ...	Halloween Decorations	220276		5.50
100-1605-7733	DUARTE RECREATION PETTY ...	SC Event Flowers	220276		53.91
100-1605-7733	DUARTE RECREATION PETTY ...	Misc Senior Ctr Supplies	220276		14.46
100-1605-7733	DUARTE RECREATION PETTY ...	SC Cards (Sandra/Staff)	220276		6.62
100-1605-7733	DUARTE RECREATION PETTY ...	Flower Arranging Class Supplies	220276		6.58
100-1605-7733	DUARTE RECREATION PETTY ...	Flower Arranging Class Vases	220276		19.49
100-2121	COUNTY OF LA REGISTRAR-RE...	Royal Oaks Manor Mitigated Negative Declaration	220262	202422-PassThru-Royal Oaks ...	75.00
100-4801	PATRICIA PADILLA	Refund-Circus Gymnastics (Violet Rivera)	220291		85.00
100-1415-7889	LANDSCAPE WAREHOUSE III	Otis Gordon Sports Park Irrigation Repairs	5058		372.08
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fee Q3 2024	220266		474.00
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q3 2024	220273		2,551.10
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Q3 2024	220266		-47.40
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q3 2024	220273		-127.56
100-4302	LUCILA OLIVAREZ	Citation Refund	220289		53.00
100-2120	JILL MCCLOSKEY	TC Rent Deposit Refund 9/28/2024	220285		100.00
100-2120	DEBORAH HUANG	SC Rent Deposit Refund 9/28/2024	220281		500.00
100-2120	BAO-CHAU NGUYEN	ROP Bldg Rent Deposit Refund 10/5/2024	220288		150.00
100-4404	BAO-CHAU NGUYEN	Extra Hour 10/5/2024	220288		-20.12
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	220275		165.00
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	220270		175.00
100-1605-7730	CARLOS FELIPE PEREZ	Halloween Howl DJ Services	220294		850.00
100-1605-7733	CARLOS FELIPE PEREZ	SC Halloween Monster Mash Bash	220295		625.00
100-2122	DIVISION OF THE STATE ARCH...	Disability Access Fee Q3 2024	220274		136.40
100-1205-7779	AIDA TORRES	DART Birthday Supplies/Event Expense Reimbursement	5076		71.33
100-1815-7980	THE TECHNOLOGY DEPOT INC	City Hall Ethernet Switch	5074		499.52
100-1815-7980	THE TECHNOLOGY DEPOT INC	Senior Ctr Ethernet Switch	5074		454.52
100-1815-7980	THE TECHNOLOGY DEPOT INC	Public Safety Ethernet Switch	5074		634.52

Council Warrant Register By Account

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7610	BRIAN VILLALOBOS	JPIA Conference Expense Reimbursement	220302		181.42
100-1500	MARILYN MAYS	Advance-Wild Stylez Dance Competition	220284		3,000.00
100-1815-7980	MAXTREME INC	iPhone Cases/Printer/Laptop Keyboards/Misc Cables	5062		2,650.25
100-1815-7632	MAXTREME INC	Google Maxhavens 7/2024 - 9/2024	5062		357.60
100-1815-7632	MAXTREME INC	Office 365 7/2024 - 10/2024	5062		1,881.00
100-1205-7779	AIDA TORRES	Universal Studios Horror Nights Expenses	5076		200.20
100-1205-7980	AIDA TORRES	Outreach Tablecloth Dry Cleaning	5076		25.00
100-1610-8100	THE PUBLIC RESTROOM COM...	Prefabricated Restroom Beardslee Park	5075	202313/100-1610-8100-Parks...	29,375.00
Fund 100 - GENERAL FUND Total:					212,433.30
Fund: 220 - GAS TAX FUN					
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design Expenses	5070	202106-2205-8100-Highland P...	235.97
220-2127	GENTRY GENERAL ENGINEERI...	Retention	220279	202408/220-2127-Retention-...	-5,402.30
220-2205-8100	GENTRY GENERAL ENGINEERI...	Change Order 1	220279	202408/2205-8100-Cap-Annua...	4,346.00
220-2205-8100	GENTRY GENERAL ENGINEERI...	FY24 Citywide Asphalt Repair Project No 24-13	220279	202408/2205-8100-Cap-Annua...	103,700.00
Fund 220 - GAS TAX FUN Total:					102,879.67
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
225-2127	JOSE ANGEL FIERROS	Retention	5051	202118- Retention- ATP Cycle 4	-16,979.18
225-2250-8100	JOSE ANGEL FIERROS	Change Order 8	5051	202118-ATP Cycle 4-Other Im...	26,112.50
225-2250-8100	JOSE ANGEL FIERROS	Change Order 10	5051	202118-ATP Cycle 4-Other Im...	25,573.90
225-2250-8100	JOSE ANGEL FIERROS	Change Order 2	5051	202118-ATP Cycle 4-Other Im...	16,023.95
225-2250-8100	JOSE ANGEL FIERROS	Change Order 11	5051	202118-ATP Cycle 4-Other Im...	15,170.00
225-2250-8100	JOSE ANGEL FIERROS	Change Order 13	5051	202118-ATP Cycle 4-Other Im...	4,288.71
225-2250-8100	JOSE ANGEL FIERROS	Change Order 12	5051	202118-ATP Cycle 4-Other Im...	2,660.85
225-2250-8100	JOSE ANGEL FIERROS	Change Order 6	5051	202118-ATP Cycle 4-Other Im...	-984.00
225-2250-8100	JOSE ANGEL FIERROS	Change Order 7	5051	202118-ATP Cycle 4-Other Im...	178,017.70
225-2250-8100	JOSE ANGEL FIERROS	Change Order 14	5051	202118-ATP Cycle 4-Other Im...	6,035.00
225-2250-8100	JOSE ANGEL FIERROS	ATP Cycle 4 Ped/Bicycle Safety Improvements	5051	202118-ATP Cycle 4-Other Im...	66,684.90
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					322,604.33
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs	5058		273.05
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 9/2024	5061		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 9/2024	5061		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 9/2024	5061		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 9/2024	5061		459.54
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 9/2024	5061		8,312.45
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 9/2024	5061		1,166.67

Council Warrant Register By Account

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	5061		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 9/2024	5061		708.33
240-2410-7888	LANDSCAPE WAREHOUSE III	Citywide/Sports Parks Irrigation Repairs	5058		30.95
240-2410-7891	LANDSCAPE WAREHOUSE III	Citywide/Sports Parks Irrigation Repairs	5058		30.94
240-2410-7888	LANDSCAPE WAREHOUSE III	Encanto Parkway Irrigation Repairs	5058		62.31
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					41,221.55
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7788	INLAND EMPIRE STAGES LTD	Excursion Transportation- Pantages Theatre	220283		1,324.50
Fund 440 - PROPOSITION A TRANSIT FUND Total:					1,324.50
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
620-2127	JOSE ANGEL FIERROS	Retention	5051	202118-Retention-ATP Cycle 4...	-18,242.73
620-6220-8100	JOSE ANGEL FIERROS	ATP Cycle 4 Ped/Bike Improv 5/1/24-8/30/24	5051	202118--ATP Cycle 4-Other Ca...	364,854.50
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					346,611.77
Fund: 680 - Duarte Housing Authority					
680-6805-7965	HARRIS & ASSOCIATES	FY24 Housing Authority Report 8/15/24 - 9/28/24	5055		4,841.25
Fund 680 - Duarte Housing Authority Total:					4,841.25
Grand Total:					1,031,916.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	212,433.30
220 - GAS TAX FUN	102,879.67
225 - SB-1, Road Maintenance/Rehab Fund	322,604.33
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	41,221.55
440 - PROPOSITION A TRANSIT FUND	1,324.50
620 - COMMUNITY IMPROVEMENT FUND	346,611.77
680 - Duarte Housing Authority	4,841.25
Grand Total:	1,031,916.37

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	181.42
100-1010-7612	Publications and Dues	125.00
100-1020-7716	Special Community Even...	100.00
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	600.00
100-1205-7610	Travel, Mtgs & Conf	35.00
100-1205-7614	Office Supplies	142.03
100-1205-7615	Emergency Supplies	905.92
100-1205-7636	Uniforms	681.62
100-1205-7655	Emergency Services	4,138.34
100-1205-7761	Parking Ticket Collect	9,386.34
100-1205-7762	Parking Pass Kiosk Costs	85.71
100-1205-7779	Youth Programs	1,946.62
100-1205-7780	Animal Control	1,248.49
100-1205-7783	A-Team Program	7,813.75
100-1205-7784	Prisoner Maintenance	786.12
100-1205-7980	Other Expenses	2,297.65
100-1405-7800	Building Department Ser...	1,117.40
100-1405-7965	Professional Services	11,165.55
100-1405-7975	Economic Development ...	7,995.00
100-1410-7630	Equipment Rentals	155.66
100-1410-7650	Vehicle Maintenance	856.32
100-1410-7656	Emergency Generator	125.00
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	4,650.00
100-1415-7889	Repairs-Sports Park	1,272.90
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	3,000.00
100-1605-7610	Travel, Mtgs & Conf	80.00
100-1605-7730	Special Events	2,955.50
100-1605-7732	City Picnic	4,092.02
100-1605-7733	Senior Center	7,544.71
100-1605-7735	Teen Center	1,092.09
100-1605-7737	Adult Excursions	60.80
100-1605-7741	Sports/Playground Progr...	428.57
100-1605-7745	Boxing Program	630.29
100-1605-7750	Bus Rentals	2,199.00
100-1610-7616	Pool Supplies	250.42
100-1610-7617	Pool Chemicals	1,296.77
100-1610-7618	Building Supplies	3,836.57
100-1610-7636	Uniforms	24.22
100-1610-7652	Building Maint Services	16,147.30
100-1610-8100	Other Capital Improvem...	56,489.00
100-1805-7653	Bank Charges	339.63
100-1815-7632	Software	4,285.52
100-1815-7980	Other Expenses	4,238.81

Account Summary

Account Number	Account Name	Payment Amount
100-1825-7626	Postage	26.24
100-1825-7630	Equipment Lease	2,406.97
100-1825-7631	Equipment Maintenance	921.83
100-1825-7687	Waste Mgmt Services	4,515.00
100-1825-7980	Other Expenses	68.00
100-2012	Green Building Fees Pay...	474.00
100-2013	Strong Motions Fees Pay...	2,551.10
100-2120	Refundable Deposits	750.00
100-2121	Pass Through Deposits	24,933.06
100-2122	Disability Access & Educ ...	136.40
100-2125	Metro Pass Through (TA...	10.00
100-2126	Construction and Demoli...	3,000.00
100-4302	Parking Citations	53.00
100-4404	Other Building Rentals	-20.12
100-4801	Youth & Adult Recreatio...	85.00
100-5004	Other Revenue	-174.96
220-2127	Retention Payable	-5,402.30
220-2205-8100	Other Capital Improvem...	108,281.97
225-2127	Retention Payable	-16,979.18
225-2250-8100	Other Capital Improvem...	339,583.51
240-2410-7888	Repairs-Citywide	366.31
240-2410-7891	Repairs-Medians	30.94
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
440-4405-7788	Shuttle Services	1,324.50
620-2127	Retention Payable	-18,242.73
620-6220-8100	Other Capital Improvem...	364,854.50
680-6805-7965	Professional Services	4,841.25
Grand Total:		1,031,916.37

Project Account Summary

Project Account Key	Payment Amount
None	170,531.57
202028-Prof.Svc-Housing Element - Karen Warner	6,673.40
202106-2205-8100-Highland Promenade Measure M	235.97
202118- Retention- ATP Cycle 4	-16,979.18
202118--ATP Cycle 4-Other Cap. Improv.	364,854.50
202118-ATP Cycle 4-Other Improv-Capital	339,583.51
202118-Retention-ATP Cycle 4-Grant	-18,242.73
202313/100-1610-8100-Parks Other Cap Improvement	56,489.00
202408/220-2127-Retention-FY24 Annual Trench Repai	-5,402.30
202408/2205-8100-Cap-Annual Trench Repair FY24	108,046.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	1,050.00

Project Account Summary

Project Account Key	Payment Amount
202419/1205-7980 Other Exps-Tobacco Grant	143.57
202422-PassThru-Royal Oaks Annex-Rincon Consult	<u>24,933.06</u>
Grand Total:	1,031,916.37



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Birthday Supplies/Event Expense Reimbursement	10/324-10/4/24		71.33
100-1205-7779	AIDA TORRES	Universal Studios Horror Nights Expenses	9/10/24-9/20/24		200.20
100-1205-7980	AIDA TORRES	Outreach Tablecloth Dry Cleaning	9/10/24-9/20/24		25.00
Vendor 1388 - AIDA TORRES Total:					296.53
Vendor: 6588 - ALBERTO R PEREZ					
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 7/2024	2421		1,950.00
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 8/2024	2422		1,950.00
100-1610-7652	ALBERTO R PEREZ	Weekly Aquatic Maintenance of Duarte Pools 9/2024	2423		1,950.00
100-1610-7617	ALBERTO R PEREZ	Pool Chemicals	2424		890.76
Vendor 6588 - ALBERTO R PEREZ Total:					6,740.76
Vendor: 3661 - ALHAMBRA SUPERIOR COURT					
100-1205-7761	ALHAMBRA SUPERIOR COURT	Citation Revenue Tax 9/2024	10082024		5,761.00
Vendor 3661 - ALHAMBRA SUPERIOR COURT Total:					5,761.00
Vendor: 6653 - BAKERS MAN PRODUCTIONS LLC					
100-1020-7726	BAKERS MAN PRODUCTIONS L...	Live-Switching & Recording of CC Mtg 9/2024	408340		600.00
Vendor 6653 - BAKERS MAN PRODUCTIONS LLC Total:					600.00
Vendor: T4729 - BAO-CHAU NGUYEN					
100-2120	BAO-CHAU NGUYEN	ROP Bldg Rent Deposit Refund 10/5/2024	R105503		150.00
100-4404	BAO-CHAU NGUYEN	Extra Hour 10/5/2024	R105503		-20.12
Vendor T4729 - BAO-CHAU NGUYEN Total:					129.88
Vendor: 1003 - BRIAN VILLALOBOS					
100-1010-7610	BRIAN VILLALOBOS	JPIA Conference Expense Reimbursement	10/9/24-10/11/24		181.42
Vendor 1003 - BRIAN VILLALOBOS Total:					181.42
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 9/2024	182470		85.71
Vendor 5559 - CALE AMERICA INC Total:					85.71
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fee Q3 2024	7/2024 - 9/2024		474.00
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Q3 2024	7/2024 - 9/2024		-47.40
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					426.60
Vendor: 6127 - CALIFORNIANS ORGANIZED FOR POLICE SUPPORT					
100-1020-7716	CALIFORNIANS ORGANIZED F...	Veteran's Day Trumpet Player	11/11/2024		100.00
Vendor 6127 - CALIFORNIANS ORGANIZED FOR POLICE SUPPORT Total:					100.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease10/2024	35270104		1,742.37
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maintenance 8/2024	35270104		798.48
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,540.85

Council Warrant Register By Vendor

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 8/23/24 - 9/22/24	6009370100		23.44
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 8/27/24 - 9/26/24	6009403324		99.91
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					123.35
Vendor: 6229 - CAPITAL ONE					
100-1605-7741	CAPITAL ONE	Youth Sports/LAS Gametime Supplies	00993		73.80
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	3515		84.54
100-1605-7745	CAPITAL ONE	TC Boxing Show Snack Bar Supplies	42090		530.48
100-1605-7732	CAPITAL ONE	City Picnic Goodie Bag Supplies	00313		103.96
100-1605-7737	CAPITAL ONE	SC Beach Trip Supplies	00314		60.80
Vendor 6229 - CAPITAL ONE Total:					853.58
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7730	CARLOS FELIPE PEREZ	Halloween Howl DJ Services	10/31/2024		850.00
100-1605-7733	CARLOS FELIPE PEREZ	SC Halloween Monster Mash Bash	45596-10/31/2024		625.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					1,475.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4206908684		24.22
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4206908684		35.52
Vendor 5140 - CINTAS CORPORATION #693 Total:					59.74
Vendor: 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK					
100-2121	COUNTY OF LA REGISTRAR-RE...	Royal Oaks Manor Mitigated Negative Declaration	10082024	202422-PassThru-Royal Oaks ...	75.00
Vendor 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK Total:					75.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1205-7980	CURO MANAGED PRINT PRO...	Red Ribbon Week Publicity/Supplies	2UsHz91		905.37
100-1205-7980	CURO MANAGED PRINT PRO...	Neighborhood Watch Yard Signs	2UsHz92		105.84
100-1605-7733	CURO MANAGED PRINT PRO...	SC A Frame Rose Parade Marketing	20040		74.97
100-1605-7741	CURO MANAGED PRINT PRO...	Youth Sports Field Closed Signs	20042		341.78
100-1605-7733	CURO MANAGED PRINT PRO...	SC Community Yard Sale Signs	20043		368.24
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					1,796.20
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 9/2024	170577		1,321.03
100-1205-7761	DATA TICKET INC	Parking Citation Processing 9/2024	171248		2,304.31
Vendor 5501 - DATA TICKET INC Total:					3,625.34
Vendor: T4867 - DEBORAH HUANG					
100-2120	DEBORAH HUANG	SC Rent Deposit Refund 9/28/2024	R105415		500.00
Vendor T4867 - DEBORAH HUANG Total:					500.00
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Family Feud Shirts	22-11254		906.26
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					906.26
Vendor: 5132 - DEPARTMENT OF CONSERVATION					
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q3 2024	7/2024 - 9/2024		2,551.10
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q3 2024	7/2024 - 9/2024		-127.56
Vendor 5132 - DEPARTMENT OF CONSERVATION Total:					2,423.54

Council Warrant Register By Vendor

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5248 - DIVISION OF THE STATE ARCHITECT					
100-2122	DIVISION OF THE STATE ARCH...	Disability Access Fee Q3 2024	7/2024 - 9/2024		136.40
Vendor 5248 - DIVISION OF THE STATE ARCHITECT Total:					136.40
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	11/2024		165.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:					165.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7730	DUARTE RECREATION PETTY ...	Halloween Decorations	10082024		5.50
100-1605-7733	DUARTE RECREATION PETTY ...	SC Cards (Sandra/Staff)	10082024		6.62
100-1605-7733	DUARTE RECREATION PETTY ...	Flower Arranging Class Supplies	10082024		6.58
100-1605-7733	DUARTE RECREATION PETTY ...	Flower Arranging Class Vases	10082024		19.49
100-1605-7733	DUARTE RECREATION PETTY ...	SC Event Flowers	10082024		53.91
100-1605-7733	DUARTE RECREATION PETTY ...	Misc Senior Ctr Supplies	10082024		14.46
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					106.56
Vendor: 2227 - DUARTE-AZUSA ANIMAL HOSPITAL					
100-1205-7780	DUARTE-AZUSA ANIMAL HOSP..	Emergency Animal Care (7/17/2024)	121296		50.00
100-1205-7780	DUARTE-AZUSA ANIMAL HOSP..	Emergency Animal Care (9/30/2024)	123254		50.00
Vendor 2227 - DUARTE-AZUSA ANIMAL HOSPITAL Total:					100.00
Vendor: 5639 - EVERBRIDGE INC					
100-1205-7655	EVERBRIDGE INC	Nixle 9/28/2024 - 9/27/2025	M83724		4,120.00
Vendor 5639 - EVERBRIDGE INC Total:					4,120.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 9/2024	107663		168.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					168.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-640-35706		26.24
Vendor 0087 - FEDEX Total:					26.24
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	151988		406.01
Vendor 4690 - FULLER ENGINEERING INC Total:					406.01
Vendor: 6169 - FYREBRINGER STUDIOS INC					
100-1410-7980	FYREBRINGER STUDIOS INC	Annual Duarte Statue Cleaning	CM092182		4,650.00
Vendor 6169 - FYREBRINGER STUDIOS INC Total:					4,650.00
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 9/1/24 - 9/30/24	5073774692		2,046.92
Vendor 6181 - GOOGLE LLC Total:					2,046.92
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	Lighting Supplies-Tennis Courts/Clocks	9271268071		1,196.92
Vendor 1092 - GRAINGER Total:					1,196.92
Vendor: 5904 - IMAGEN INC					
100-1605-7732	IMAGEN INC	City of Duarte Umbrellas for Event Use	#41817-1		3,988.06
Vendor 5904 - IMAGEN INC Total:					3,988.06
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Excursion Transportation-Fantasy Springs 8/28/24	61962		2,199.00
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					2,199.00
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Rental Clean-up 9/29/24	988857		142.34

Council Warrant Register By Vendor

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7652	INX BUILDING MAINTENANCE	Teen Ctr Janitorial Services 10/2024	988639		1,959.21
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 10/2024	988664		1,773.47
Vendor 6309 - INX BUILDING MAINTENANCE Total:					3,875.02
Vendor: T4868 - JILL MCCLOSKEY					
100-2120	JILL MCCLOSKEY	TC Rent Deposit Refund 9/28/2024	R104543		100.00
Vendor T4868 - JILL MCCLOSKEY Total:					100.00
Vendor: 4777 - KAREN WARNER ASSOCIATES INC					
100-1405-7965	KAREN WARNER ASSOCIATES ...	Housing Element Implementation (AHO)	897	202028-Prof.Svc-Housing Ele...	6,673.40
Vendor 4777 - KAREN WARNER ASSOCIATES INC Total:					6,673.40
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
100-1610-7618	LANDSCAPE WAREHOUSE III	Beardslee Park Project	4203841		143.45
100-1610-7618	LANDSCAPE WAREHOUSE III	Beardslee Park Irrigatio...	4203903		27.63
100-1610-7618	LANDSCAPE WAREHOUSE III	Beardslee Park Irrigatio...	4203953		115.76
100-1415-7889	LANDSCAPE WAREHOUSE III	Citywide/Sports Parks Irrigation Repairs	4204306		900.82
100-1415-7889	LANDSCAPE WAREHOUSE III	Otis Gordon Sports Park Irrigation Repairs	4204610		372.08
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					1,559.74
Vendor: 6587 - LEE & ASSOCIATES - PASADENA INC					
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Advisory Services 9/2024	10012024		6,495.00
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Advisory Srvcs-BOV 1303 Huntington Dr	10012024a		1,500.00
Vendor 6587 - LEE & ASSOCIATES - PASADENA INC Total:					7,995.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 10/1/2024 - 10/31/2024	256341672		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 10/1/2024 - 10/31/2024	256343717		565.20
Vendor 5761 - LIFE STORAGE #530 Total:					1,117.40
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7784	LOS ANGELES COUNTY SHERIF...	Prisoner Maintenance 3/2024	250539JL		786.12
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					786.12
Vendor: T4871 - LUCILA OLIVAREZ					
100-4302	LUCILA OLIVAREZ	Citation Refund	DU020025092		53.00
Vendor T4871 - LUCILA OLIVAREZ Total:					53.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Wild Stylez Dance Competition	11/17/2024		3,000.00
Vendor 4422 - MARILYN MAYS Total:					3,000.00
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 9/2024	110184		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 9/2024	110184		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 9/2024	110184		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 9/2024	110184		3,426.72
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					5,894.72
Vendor: 6594 - MATTHEW GUARJARDO					
100-1205-7779	MATTHEW GUARJARDO	DUSD Tutoring Program	Aug/Sept 2024	202418-FY23-26-Exp-Tutors,S...	1,050.00
Vendor 6594 - MATTHEW GUARJARDO Total:					1,050.00

Council Warrant Register By Vendor

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4286 - MAXTREME INC					
100-1815-7980	MAXTREME INC	iPhone Cases/Printer/Laptop	13759		2,650.25
		Keyboards/Misc Cables			
100-1815-7632	MAXTREME INC	Office 365 7/2024 - 10/2024	13761		1,881.00
100-1815-7632	MAXTREME INC	Google Maxhavens 7/2024 - 9/2024	13761		357.60
Vendor 4286 - MAXTREME INC Total:					4,888.85
Vendor: T4869 - MITCHELL GENERAL CONTRACTORS INC					
100-2126	MITCHELL GENERAL CONTRAC...	Const/Demo Deposit Refund (Pmt#2024-075)	R104321		3,000.00
Vendor T4869 - MITCHELL GENERAL CONTRACTORS INC Total:					3,000.00
Vendor: 4978 - MMASC					
100-1010-7612	MMASC	Albert Nunez MMASC Membership	9172024		125.00
Vendor 4978 - MMASC Total:					125.00
Vendor: 5216 - PACIFIC HEALTH AND WELLNESS					
100-1605-7733	PACIFIC HEALTH AND WELLNE...	SC Thyroid Screening 10/23/2024	PHAW-DSC 10232024-PD		1,125.00
Vendor 5216 - PACIFIC HEALTH AND WELLNESS Total:					1,125.00
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 10/1/2024	584533		68.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					68.00
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7730	PARTY PRONTO INC	Halloween Howl Bouncer 10/31/2024	O44048		2,100.00
Vendor 6286 - PARTY PRONTO INC Total:					2,100.00
Vendor: T4870 - PATRICIA PADILLA					
100-4801	PATRICIA PADILLA	Refund-Circus Gymnastics (Violet Rivera)	2001977.002		85.00
Vendor T4870 - PATRICIA PADILLA Total:					85.00
Vendor: 6118 - PLANETBIDS INC					
100-1405-7965	PLANETBIDS INC	FY25 PB System Vendor/Bid Software	1023694		4,492.15
Vendor 6118 - PLANETBIDS INC Total:					4,492.15
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 11/1/24 - 1/31/25	Q1534264		664.60
Vendor 6176 - QUADIENT LEASING USA INC Total:					664.60
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 9/2024	123689		4,515.00
Vendor 6372 - R3 CONSULTING GROUP Total:					4,515.00
Vendor: 6652 - RAYMOND ABERNATHY					
100-1205-7783	RAYMOND ABERNATHY	A-Team Contract Services 10/2024	TRA-7		6,700.00
Vendor 6652 - RAYMOND ABERNATHY Total:					6,700.00
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 9/2024	6023703		10.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					10.00
Vendor: 6591 - RINCON CONSULTANTS INC					
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation 7/2024	58838	202422-PassThru-Royal Oaks ...	14,788.52
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation 8/2024	59445	202422-PassThru-Royal Oaks ...	3,137.29
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation 9/2024	60254	202422-PassThru-Royal Oaks ...	6,932.25
Vendor 6591 - RINCON CONSULTANTS INC Total:					24,858.06

Council Warrant Register By Vendor

Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	10/26/2024		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 4909 - SCP DISTRIBUTORS LLC					
100-1610-7616	SCP DISTRIBUTORS LLC	Pool Supplies/Test Kits	29502556		250.42
Vendor 4909 - SCP DISTRIBUTORS LLC Total:					250.42
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	October 2024 Courier Pick-up	24100666		339.63
Vendor 6277 - SECTRAN SECURITY INC Total:					339.63
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	074171-01		280.52
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Park/Bus Stop Trash Liners	075354		1,352.57
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					1,633.09
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1605-7745	SIMON EQUIPMENT RENTALS	TC Boxing Show Fan Rentals	164560		99.81
100-1410-7630	SIMON EQUIPMENT RENTALS	Trencher/Stump Rental	166218		155.66
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					255.47
Vendor: 0209 - SMART & FINAL					
100-1605-7733	SMART & FINAL	Senior Center Supplies	467433		107.16
100-1605-7741	SMART & FINAL	Youth Sports SCMAF Meeting Candy	801711		12.99
100-1605-7735	SMART & FINAL	TC Duarte Family Feud Lunch	958400		101.29
100-1605-7733	SMART & FINAL	Senior Center Supplies	809388		172.78
Vendor 0209 - SMART & FINAL Total:					394.22
Vendor: 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC					
100-1610-7618	SOUTHEAST CONSTRUCTION ...	Beardslee Park Sand	2409-119444		719.72
Vendor 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC Total:					719.72
Vendor: 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION					
100-1605-7610	SOUTHERN CALIFORNIA MUN...	(2) Attendees 2024 SCMAF Institute	INST2024-DUARTE		80.00
Vendor 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION Total:					80.00
Vendor: 2688 - STAPLES					
100-1205-7614	STAPLES	Office Supplies	6012909412		97.00
Vendor 2688 - STAPLES Total:					97.00
Vendor: 6288 - SUNTREK INDUSTRIES INC					
100-1610-7652	SUNTREK INDUSTRIES INC	FC Pool Solar Booster Pump Replacement	45034		4,430.00
100-1610-7652	SUNTREK INDUSTRIES INC	Pool Solar Panel Replacement	45071		995.00
Vendor 6288 - SUNTREK INDUSTRIES INC Total:					5,425.00
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Generator Triennial Overfill Protection Test	SA-50112		125.00
Vendor 1610 - SUNWEST ENGINEERING Total:					125.00
Vendor: 5296 - THE BASHFUL BUTLER LLC					
100-1605-7733	THE BASHFUL BUTLER LLC	SC Holiday Dinner 12/13/2024	2643		2,315.25
100-1605-7733	THE BASHFUL BUTLER LLC	SC Thanksgiving Dinner 11/22/2024	2648		2,315.25
Vendor 5296 - THE BASHFUL BUTLER LLC Total:					4,630.50
Vendor: 6568 - THE PUBLIC RESTROOM COMPANY					
100-1610-8100	THE PUBLIC RESTROOM COM...	Prefabricated Restroom Beardslee Park	25782	202313/100-1610-8100-Parks...	27,114.00
100-1610-8100	THE PUBLIC RESTROOM COM...	Prefabricated Restroom Beardslee Park	25733	202313/100-1610-8100-Parks...	29,375.00
Vendor 6568 - THE PUBLIC RESTROOM COMPANY Total:					56,489.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7980	THE TECHNOLOGY DEPOT INC	City Hall Ethernet Switch	27240		499.52
100-1815-7980	THE TECHNOLOGY DEPOT INC	Senior Ctr Ethernet Switch	27241		454.52

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Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1815-7980	THE TECHNOLOGY DEPOT INC	Public Safety Ethernet Switch	27242		634.52
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					1,588.56
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	WiFi Hotspot Access Plan (T-Mobile)	9252024LB		35.00
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	9252024LB		6.91
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	9252024LB		38.12
100-1205-7615	U.S. BANK	Emergency Response Bike Pedals (Amazon)	9252024LB		171.96
100-1205-7615	U.S. BANK	EOC Bridge Fire Food 9/11/24 (Target)	9252024LB		45.54
100-1205-7615	U.S. BANK	Emergency Response Bike Parts/Equip (LS E Bike)	9252024LB		178.26
100-1205-7615	U.S. BANK	EOC Bridge Fire Food 9/11/24 (Tropicana Mkt)	9252024LB		76.75
100-1205-7615	U.S. BANK	Refund-EOC Bridge Fire Food (Costco)	9252024LB		-15.41
100-1205-7615	U.S. BANK	Emergency Response Bike Equipment (Amazon)	9252024LB		153.21
100-1205-7615	U.S. BANK	EOC Bridge Fire Food/Supplies (Costco)	9252024LB		295.61
100-1205-7636	U.S. BANK	Code Enforcement Officers Uniforms (5.11 Inc)	9252024LB		317.52
100-1205-7655	U.S. BANK	EOC Scheduling Software Subscription (Sling)	9252024LB		18.34
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Supplies (Walmart)	9252024LB		42.80
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Parking (City of HB)	9252024LB		15.00
100-1205-7779	U.S. BANK	DART Cub Event 9/4/24 (Wingstop)	9252024LB		62.81
100-1205-7779	U.S. BANK	DART Meeting 8/28/24 (Little Caesars)	9252024LB		81.94
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Food (Jersey Mikes)	9252024LB		205.93
100-1205-7779	U.S. BANK	Back to School Incentive (Target)	9252024LB		20.00
100-1205-7779	U.S. BANK	DART Horror Nights 9/20/24 Parking (USH)	9252024LB		35.00
100-1205-7779	U.S. BANK	DART Beach Trip 8/30/24 Supplies (Hilltop Liquor)	9252024LB		40.11
100-1205-7779	U.S. BANK	DART Horror Nights 9/20/24 Dinner (In-N-Out)	9252024LB		121.50
100-1205-7780	U.S. BANK	Don V Online Safe Capture Training (Cypherworx)	9252024LB		495.00
100-1205-7780	U.S. BANK	Vanessa Montelongo Animal Control Training (RVSD)	9252024LB		147.29
100-1205-7780	U.S. BANK	Juan O Online Safe Capture Training (Cypherworx)	9252024LB		495.00
100-1205-7780	U.S. BANK	Animal Control Dog Food (Target)	9252024LB		11.20
100-1205-7783	U.S. BANK	A-Team School Mentoring Incentives (Target)	9252024LB		69.85
100-1205-7783	U.S. BANK	A-Team Bowling 9/17/24 (Round 1 Bowling)	9252024LB		1,043.90
100-1205-7980	U.S. BANK	Red Ribbon Week March Supplies (Paper Mart)	9252024LB		67.99
100-1205-7980	U.S. BANK	City Picnic Staff/Volunteer Lunch (Costco)	9252024LB		43.88
100-1205-7980	U.S. BANK	Staff & Volunteers Coffee (Starbucks)	9252024LB		44.00
100-1205-7980	U.S. BANK	Tobacco Sting Operation Dinner 9/20/24/(Chili's)	9252024LB	202419/1205-7980 Other Exps..	103.57

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Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7980	U.S. BANK	Staff & Volunteer Donuts (A&P Donuts)	9252024LB		35.75
100-1205-7980	U.S. BANK	Red Ribbon Week Supplies (Nimco)	9252024LB		397.30
100-1205-7980	U.S. BANK	Jr Deputy Stickers (Creative Services)	9252024LB		528.95
100-1205-7980	U.S. BANK	Tobacco Sting Operation 9/20/24 (Target)	9252024LB	202419/1205-7980 Other Exps..	40.00
Vendor 4484 - U.S. BANK Total:					5,470.58
Vendor: 6586 - UNIFORM HEADQUARTERS					
100-1205-7636	UNIFORM HEADQUARTERS	ACO Padilla Uniforms	070662		364.10
Vendor 6586 - UNIFORM HEADQUARTERS Total:					364.10
Vendor: 6113 - WARDS SERVICE					
100-1410-7650	WARDS SERVICE	Vehicle 10 Liftgate Repair	96605		856.32
Vendor 6113 - WARDS SERVICE Total:					856.32
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Mosquito/Rodent Control 9/2024	458521C		793.76
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					793.76
Fund 100 - GENERAL FUND Total:					212,433.30
Fund: 220 - GAS TAX FUN					
Vendor: 6657 - GENTRY GENERAL ENGINEERING INC					
220-2127	GENTRY GENERAL ENGINEERI...	Retention	CARP2324-1	202408/220-2127-Retention-...	-5,402.30
220-2205-8100	GENTRY GENERAL ENGINEERI...	FY24 Citywide Asphalt Repair Project No 24-13	CARP2324-1	202408/2205-8100-Cap-Annua..	103,700.00
220-2205-8100	GENTRY GENERAL ENGINEERI...	Change Order 1	CARP2324-1	202408/2205-8100-Cap-Annua..	4,346.00
Vendor 6657 - GENTRY GENERAL ENGINEERING INC Total:					102,643.70
Vendor: 6602 - SITE DESIGN STUDIO INC					
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design Expenses	24-10001R	202106-2205-8100-Highland P...	235.97
Vendor 6602 - SITE DESIGN STUDIO INC Total:					235.97
Fund 220 - GAS TAX FUN Total:					102,879.67
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 5406 - JOSE ANGEL FIERROS					
225-2127	JOSE ANGEL FIERROS	Retention	3471	202118- Retention- ATP Cycle 4	-16,979.18
225-2250-8100	JOSE ANGEL FIERROS	Change Order 7	3471	202118-ATP Cycle 4-Other Im...	178,017.70
225-2250-8100	JOSE ANGEL FIERROS	ATP Cycle 4 Ped/Bicycle Safety Improvements	3471	202118-ATP Cycle 4-Other Im...	66,684.90
225-2250-8100	JOSE ANGEL FIERROS	Change Order 10	3471	202118-ATP Cycle 4-Other Im...	25,573.90
225-2250-8100	JOSE ANGEL FIERROS	Change Order 2	3471	202118-ATP Cycle 4-Other Im...	16,023.95
225-2250-8100	JOSE ANGEL FIERROS	Change Order 11	3471	202118-ATP Cycle 4-Other Im...	15,170.00
225-2250-8100	JOSE ANGEL FIERROS	Change Order 14	3471	202118-ATP Cycle 4-Other Im...	6,035.00
225-2250-8100	JOSE ANGEL FIERROS	Change Order 13	3471	202118-ATP Cycle 4-Other Im...	4,288.71
225-2250-8100	JOSE ANGEL FIERROS	Change Order 12	3471	202118-ATP Cycle 4-Other Im...	2,660.85
225-2250-8100	JOSE ANGEL FIERROS	Change Order 8	3471	202118-ATP Cycle 4-Other Im...	26,112.50
225-2250-8100	JOSE ANGEL FIERROS	Change Order 6	3471	202118-ATP Cycle 4-Other Im...	-984.00
Vendor 5406 - JOSE ANGEL FIERROS Total:					322,604.33
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					322,604.33
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs	4203841		273.05
240-2410-7888	LANDSCAPE WAREHOUSE III	Citywide/Sports Parks Irrigation Repairs	4204306		30.95
240-2410-7891	LANDSCAPE WAREHOUSE III	Citywide/Sports Parks Irrigation Repairs	4204306		30.94
240-2410-7888	LANDSCAPE WAREHOUSE III	Encanto Parkway Irrigation Repairs	4204646		62.31
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					397.25

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Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 9/2024	110184		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 9/2024	110184		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 9/2024	110184		15,723.51
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 9/2024	110184		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 9/2024	110184		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 9/2024	110184		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 9/2024	110184		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 9/2024	110184		708.33
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					40,824.30
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					41,221.55
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
440-4405-7788	INLAND EMPIRE STAGES LTD	Excursion Transportation-Pantages Theatre	61968		1,324.50
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,324.50
Fund 440 - PROPOSITION A TRANSIT FUND Total:					1,324.50
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
Vendor: 5406 - JOSE ANGEL FIERROS					
620-2127	JOSE ANGEL FIERROS	Retention	3471	202118-Retention-ATP Cycle 4...	-18,242.73
620-6220-8100	JOSE ANGEL FIERROS	ATP Cycle 4 Ped/Bike Improv 5/1/24-8/30/24	3471	202118--ATP Cycle 4-Other Ca...	364,854.50
Vendor 5406 - JOSE ANGEL FIERROS Total:					346,611.77
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					346,611.77

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Payment Dates: 10/10/2024 - 10/23/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 680 - Duarte Housing Authority					
Vendor: 6175 - HARRIS & ASSOCIATES					
680-6805-7965	HARRIS & ASSOCIATES	FY24 Housing Authority Report 8/15/24 - 9/28/24	64636		4,841.25
Vendor 6175 - HARRIS & ASSOCIATES Total:					4,841.25
Fund 680 - Duarte Housing Authority Total:					4,841.25
Grand Total:					1,031,916.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	212,433.30
220 - GAS TAX FUN	102,879.67
225 - SB-1, Road Maintenance/Rehab Fund	322,604.33
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	41,221.55
440 - PROPOSITION A TRANSIT FUND	1,324.50
620 - COMMUNITY IMPROVEMENT FUND	346,611.77
680 - Duarte Housing Authority	4,841.25
Grand Total:	1,031,916.37

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	181.42
100-1010-7612	Publications and Dues	125.00
100-1020-7716	Special Community Even...	100.00
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	600.00
100-1205-7610	Travel, Mtgs & Conf	35.00
100-1205-7614	Office Supplies	142.03
100-1205-7615	Emergency Supplies	905.92
100-1205-7636	Uniforms	681.62
100-1205-7655	Emergency Services	4,138.34
100-1205-7761	Parking Ticket Collect	9,386.34
100-1205-7762	Parking Pass Kiosk Costs	85.71
100-1205-7779	Youth Programs	1,946.62
100-1205-7780	Animal Control	1,248.49
100-1205-7783	A-Team Program	7,813.75
100-1205-7784	Prisoner Maintenance	786.12
100-1205-7980	Other Expenses	2,297.65
100-1405-7800	Building Department Ser...	1,117.40
100-1405-7965	Professional Services	11,165.55
100-1405-7975	Economic Development ...	7,995.00
100-1410-7630	Equipment Rentals	155.66
100-1410-7650	Vehicle Maintenance	856.32
100-1410-7656	Emergency Generator	125.00
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	4,650.00
100-1415-7889	Repairs-Sports Park	1,272.90
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	3,000.00
100-1605-7610	Travel, Mtgs & Conf	80.00
100-1605-7730	Special Events	2,955.50
100-1605-7732	City Picnic	4,092.02
100-1605-7733	Senior Center	7,544.71
100-1605-7735	Teen Center	1,092.09
100-1605-7737	Adult Excursions	60.80
100-1605-7741	Sports/Playground Progr...	428.57
100-1605-7745	Boxing Program	630.29
100-1605-7750	Bus Rentals	2,199.00
100-1610-7616	Pool Supplies	250.42
100-1610-7617	Pool Chemicals	1,296.77
100-1610-7618	Building Supplies	3,836.57
100-1610-7636	Uniforms	24.22
100-1610-7652	Building Maint Services	16,147.30
100-1610-8100	Other Capital Improvem...	56,489.00
100-1805-7653	Bank Charges	339.63
100-1815-7632	Software	4,285.52
100-1815-7980	Other Expenses	4,238.81

Account Summary

Account Number	Account Name	Payment Amount
100-1825-7626	Postage	26.24
100-1825-7630	Equipment Lease	2,406.97
100-1825-7631	Equipment Maintenance	921.83
100-1825-7687	Waste Mgmt Services	4,515.00
100-1825-7980	Other Expenses	68.00
100-2012	Green Building Fees Pay...	474.00
100-2013	Strong Motions Fees Pay...	2,551.10
100-2120	Refundable Deposits	750.00
100-2121	Pass Through Deposits	24,933.06
100-2122	Disability Access & Educ ...	136.40
100-2125	Metro Pass Through (TA...	10.00
100-2126	Construction and Demoli...	3,000.00
100-4302	Parking Citations	53.00
100-4404	Other Building Rentals	-20.12
100-4801	Youth & Adult Recreatio...	85.00
100-5004	Other Revenue	-174.96
220-2127	Retention Payable	-5,402.30
220-2205-8100	Other Capital Improvem...	108,281.97
225-2127	Retention Payable	-16,979.18
225-2250-8100	Other Capital Improvem...	339,583.51
240-2410-7888	Repairs-Citywide	366.31
240-2410-7891	Repairs-Medians	30.94
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
440-4405-7788	Shuttle Services	1,324.50
620-2127	Retention Payable	-18,242.73
620-6220-8100	Other Capital Improvem...	364,854.50
680-6805-7965	Professional Services	4,841.25
Grand Total:		1,031,916.37

Project Account Summary

Project Account Key	Payment Amount
None	170,531.57
202028-Prof.Svc-Housing Element - Karen Warner	6,673.40
202106-2205-8100-Highland Promenade Measure M	235.97
202118- Retention- ATP Cycle 4	-16,979.18
202118--ATP Cycle 4-Other Cap. Improv.	364,854.50
202118-ATP Cycle 4-Other Improv-Capital	339,583.51
202118-Retention-ATP Cycle 4-Grant	-18,242.73
202313/100-1610-8100-Parks Other Cap Improvement	56,489.00
202408/220-2127-Retention-FY24 Annual Trench Repai	-5,402.30
202408/2205-8100-Cap-Annual Trench Repair FY24	108,046.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	1,050.00

Project Account Summary

Project Account Key	Payment Amount
202419/1205-7980 Other Exps-Tobacco Grant	143.57
202422-PassThru-Royal Oaks Annex-Rincon Consult	<u>24,933.06</u>
Grand Total:	1,031,916.37



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended August 31, 2024
(16.7% of FY 2024-25 Completed)**

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Treasury Report

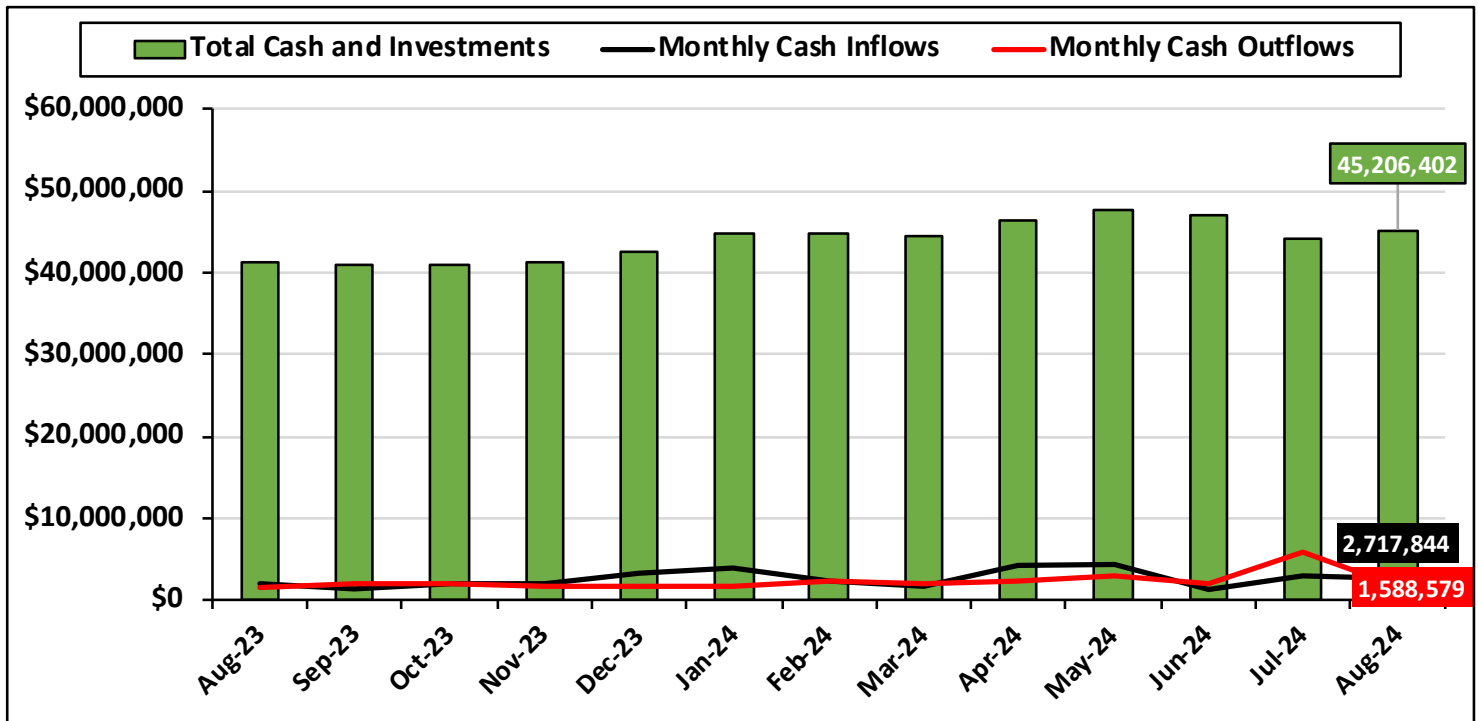
Monthly Activity and Balances	2
Cash Balance by Fund	3

Budget-to-Actual Report

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

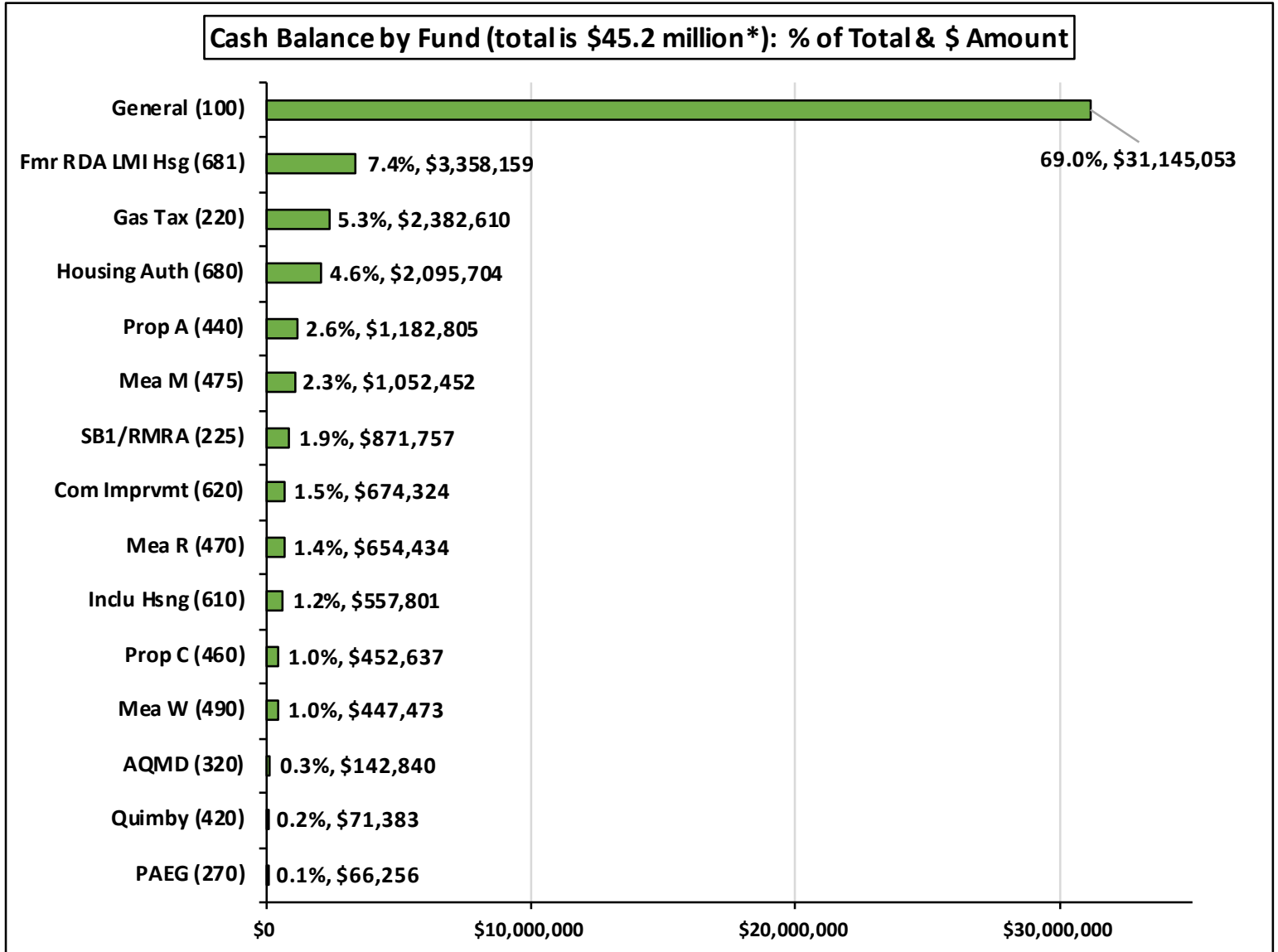
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended August 31, 2024

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (8/01/2024)	\$5,770,505	\$38,306,631	\$44,077,136
Cash Inflows			
Receipts	\$2,717,844	\$0	\$2,717,844
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$2,717,844	\$0	\$2,717,844
Cash Outflows			
Disbursements	\$1,588,579	\$0	\$1,588,579
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,588,579	\$0	\$1,588,579
Net Activity	\$1,129,265	\$0	\$1,129,265
Ending Balance (8/31/2024)	\$6,899,771	\$38,306,631	\$45,206,402



*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 August 31, 2024

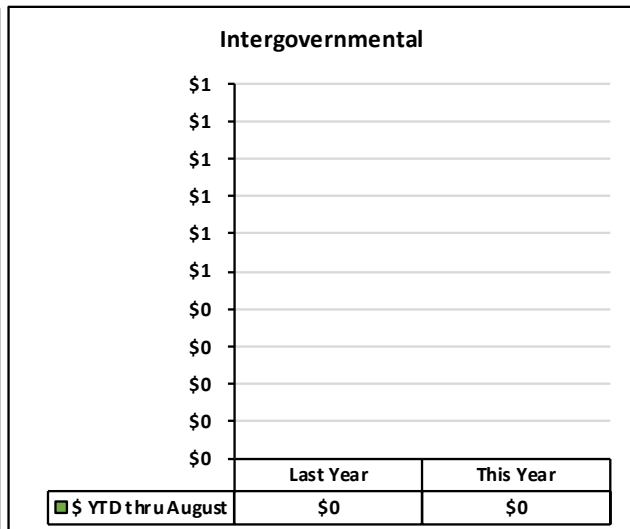
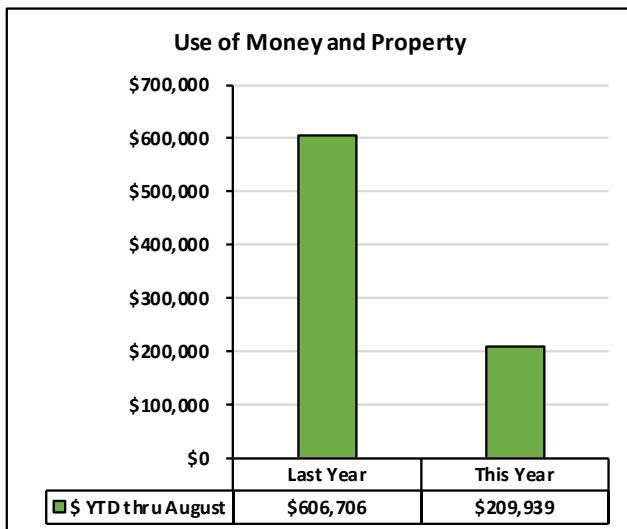
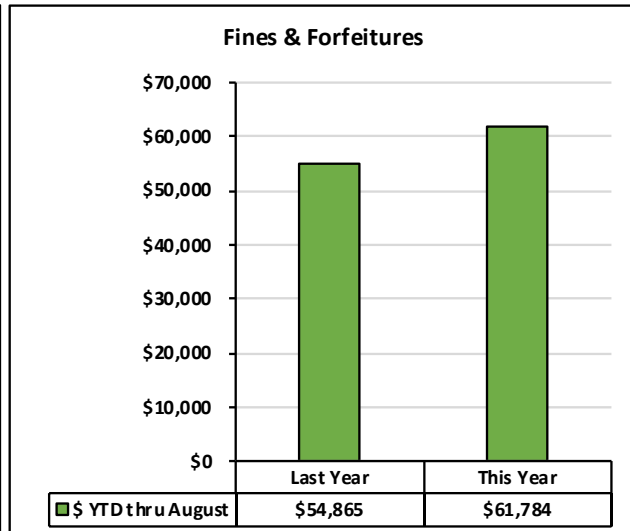
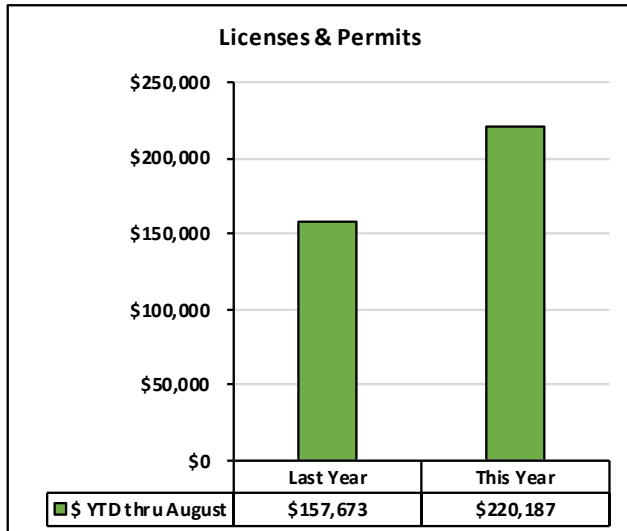
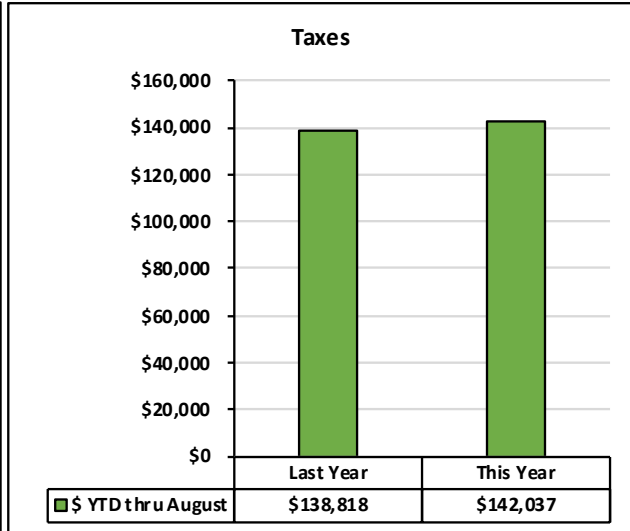
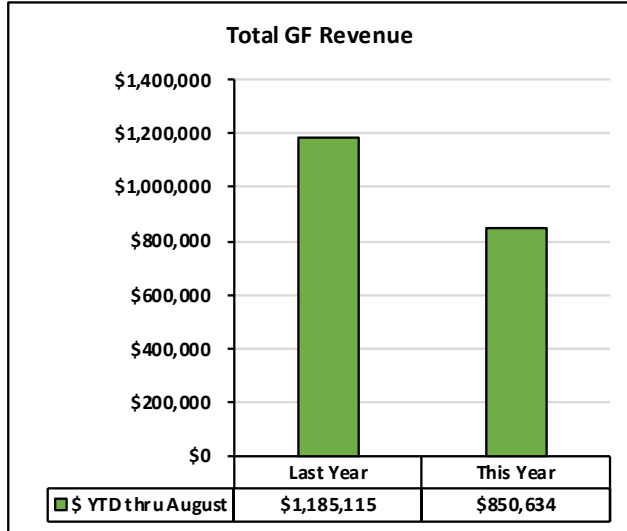


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to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

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

CITY OF DUARTE

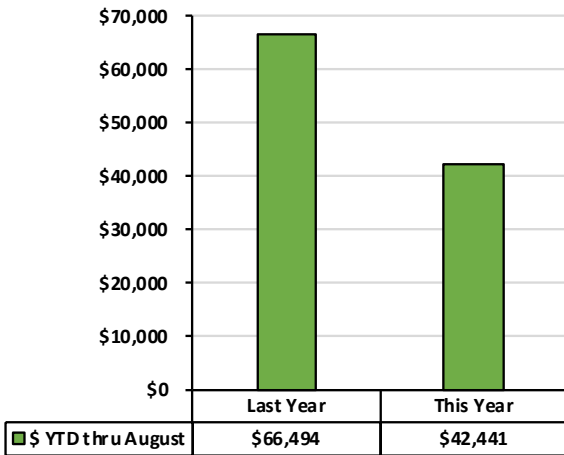
General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through August versus Prior Year



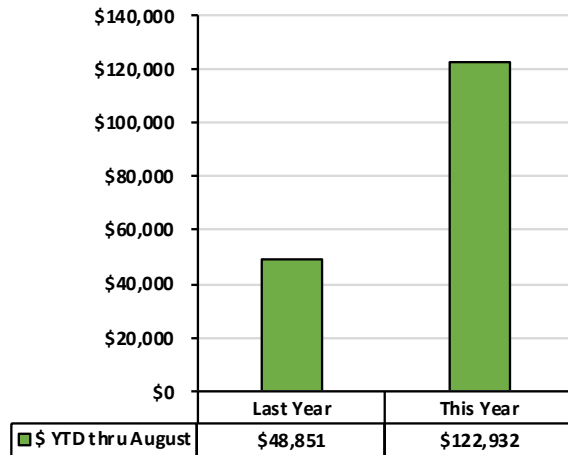
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through August versus Prior Year

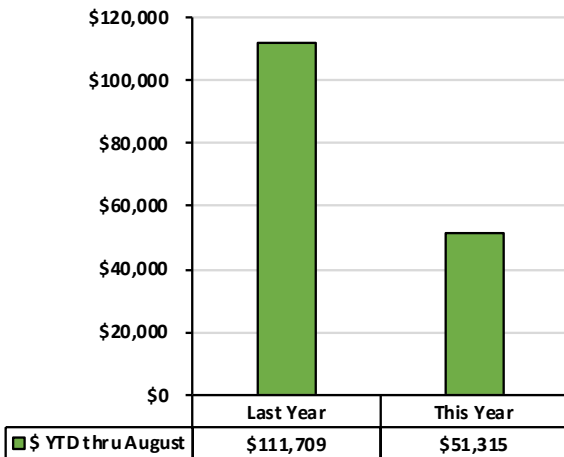
Recreation Fees



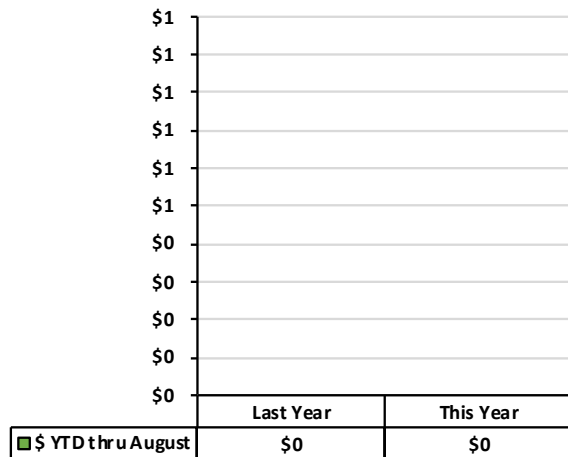
Other Service Charges



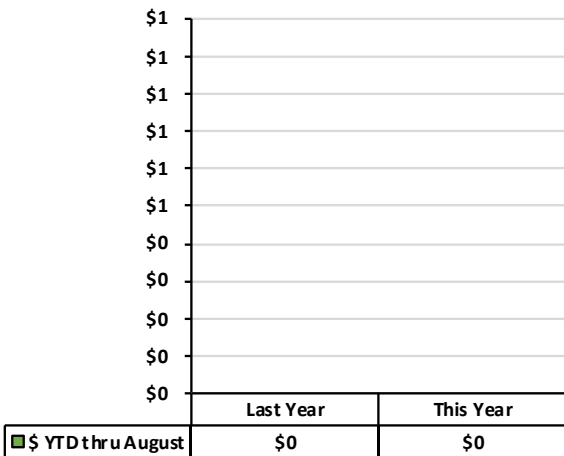
Miscellaneous



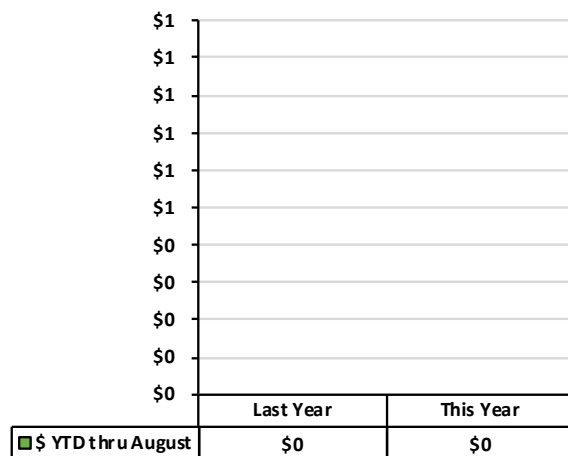
Reimbursements



Sales and Use Tax

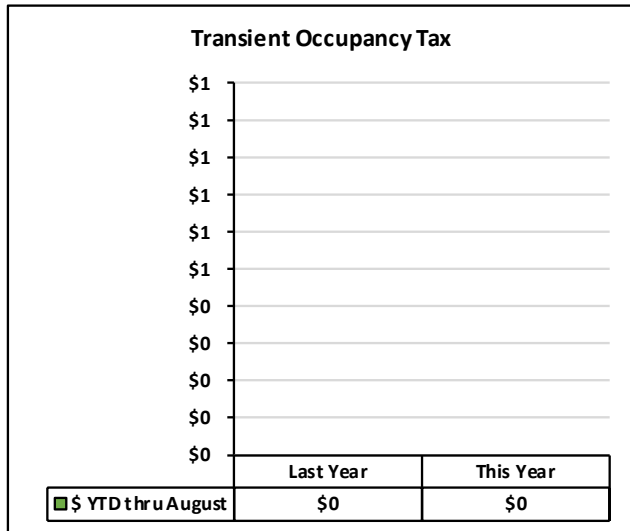
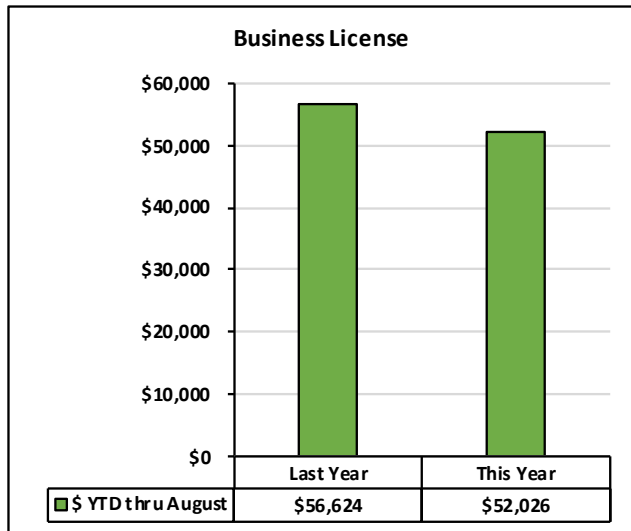
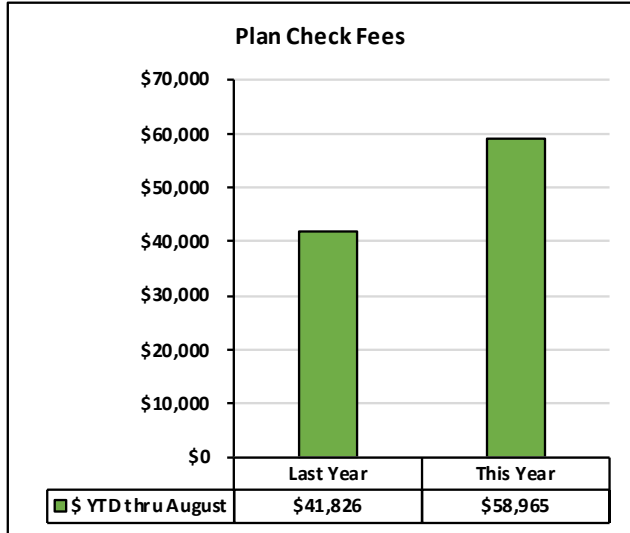
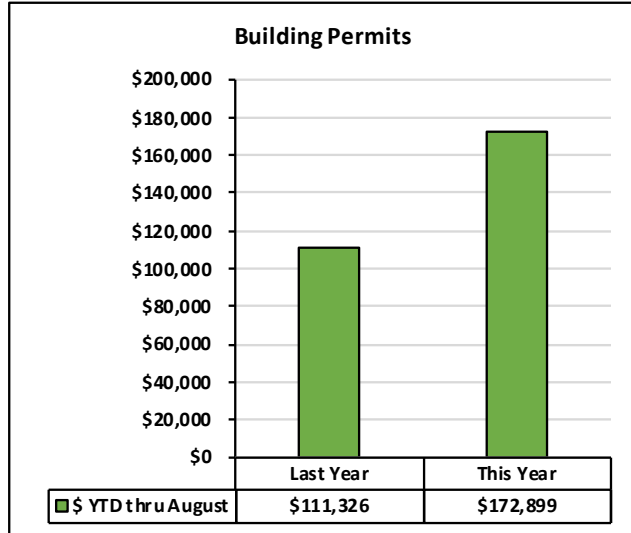
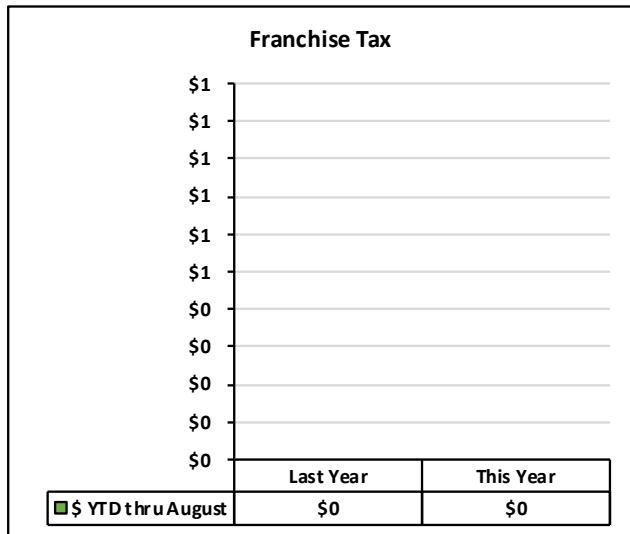
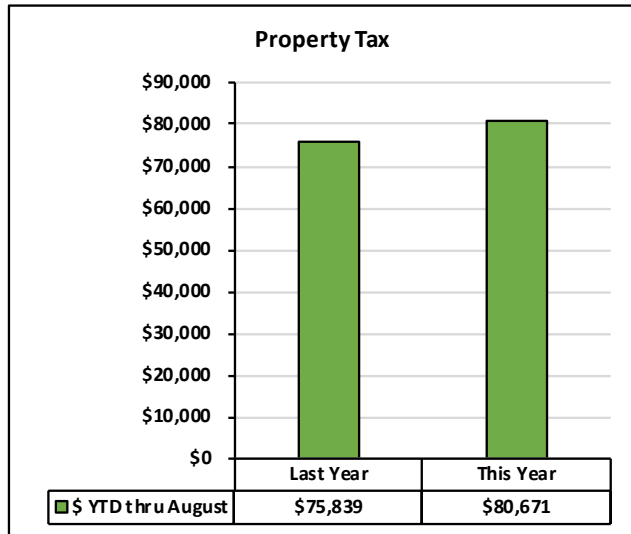


Transactions (New Sales) Tax



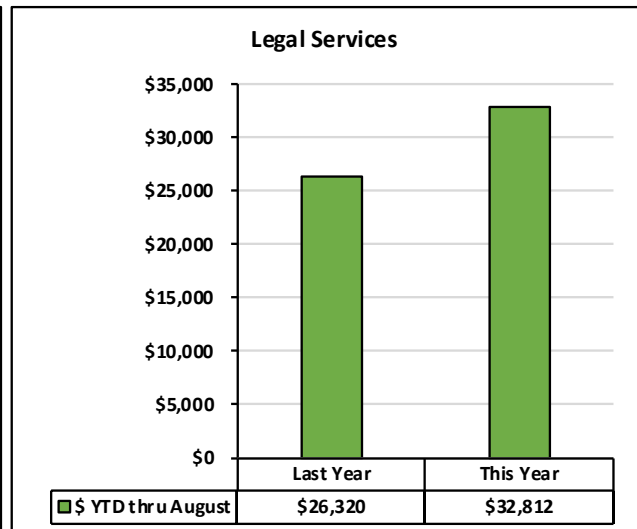
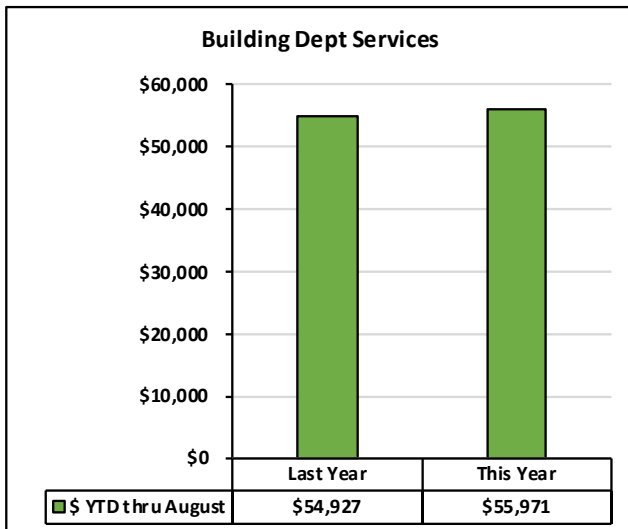
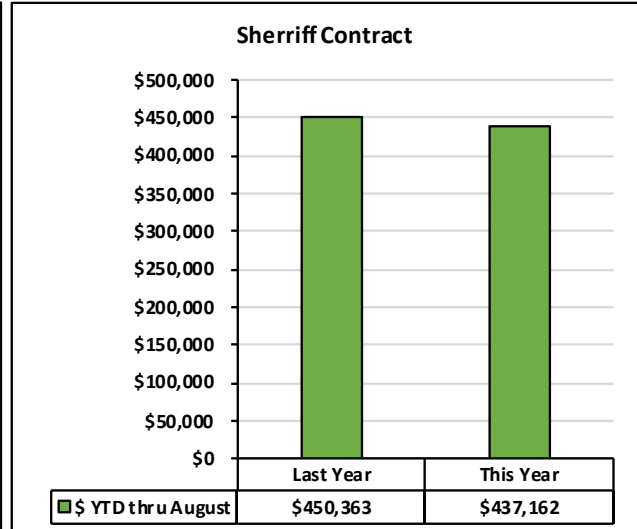
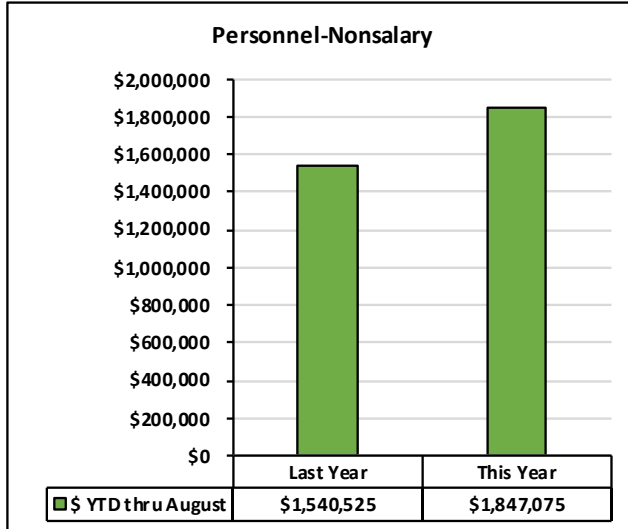
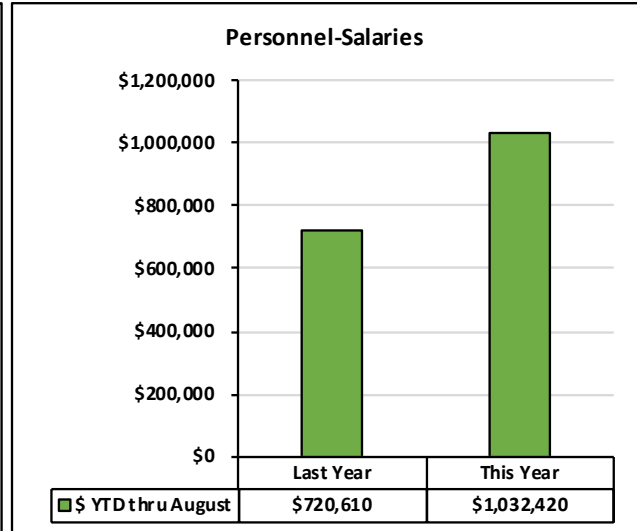
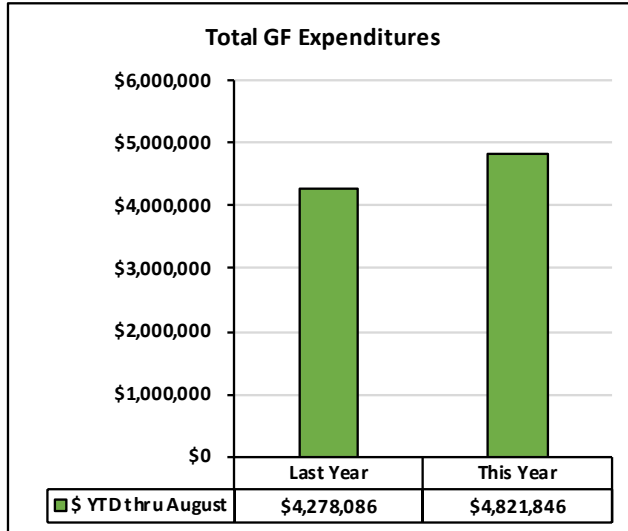
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through August versus Prior Year



CITY OF DUARTE

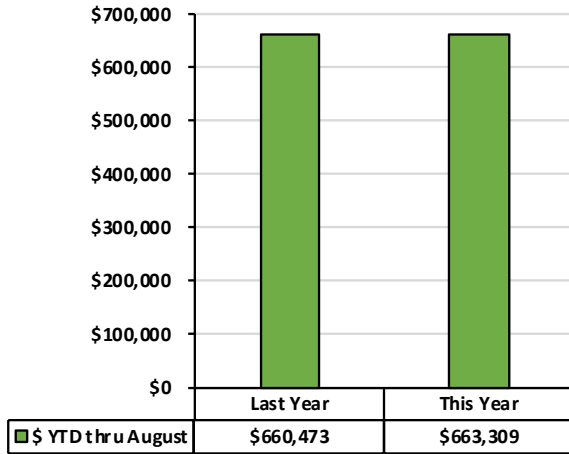
General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through August versus Prior Year



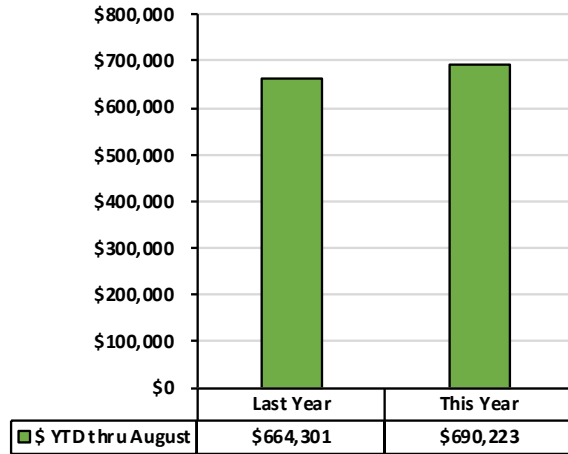
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through August versus Prior Year

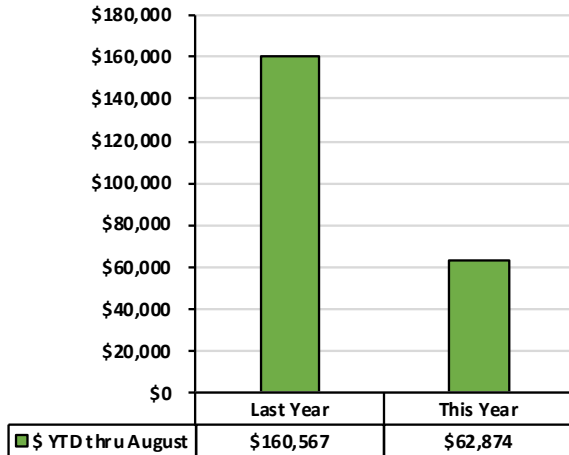
Insurance Coverage



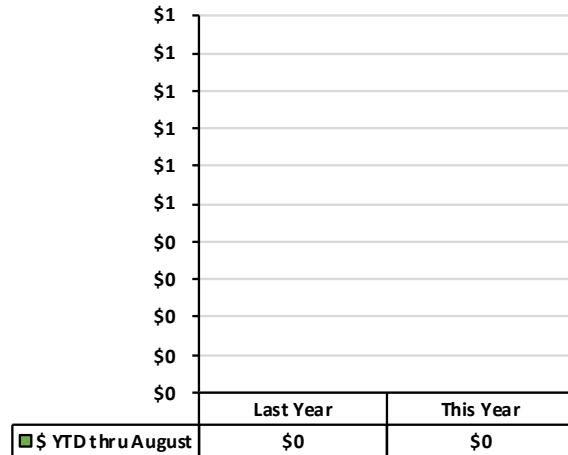
Other Operating Expenses



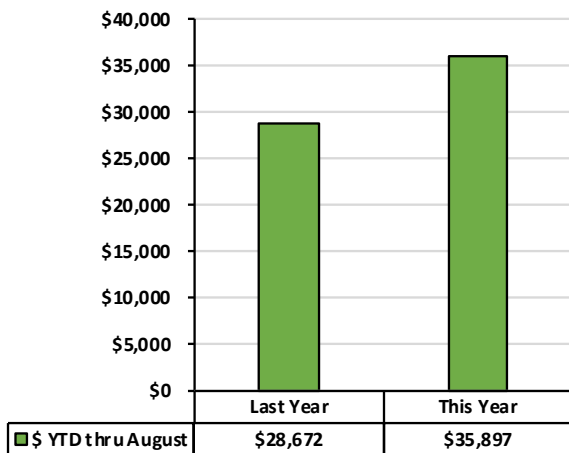
Capital Expenses



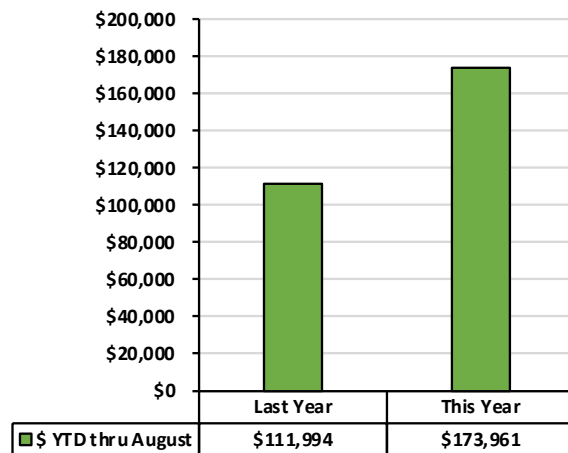
Transfers Out



City Council

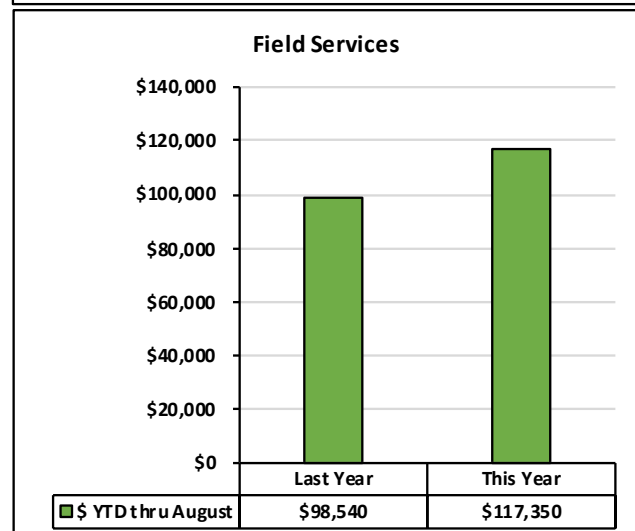
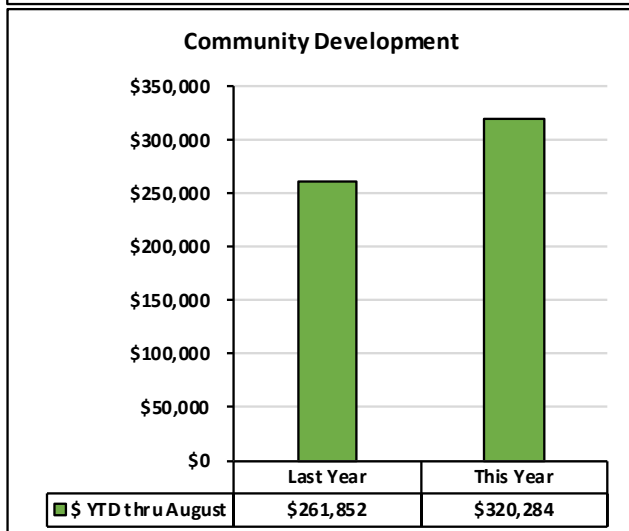
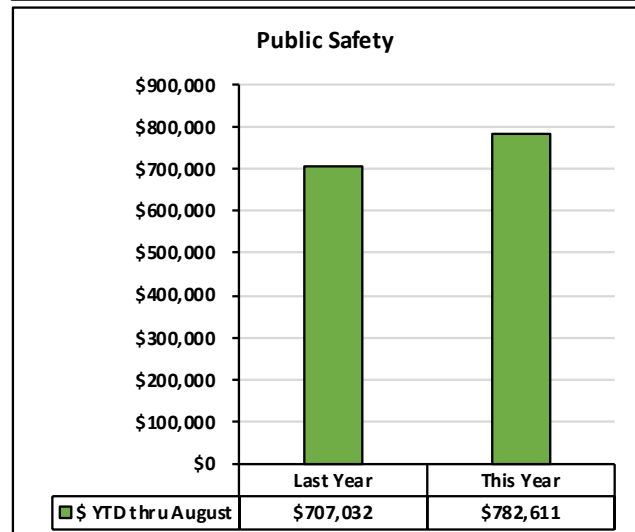
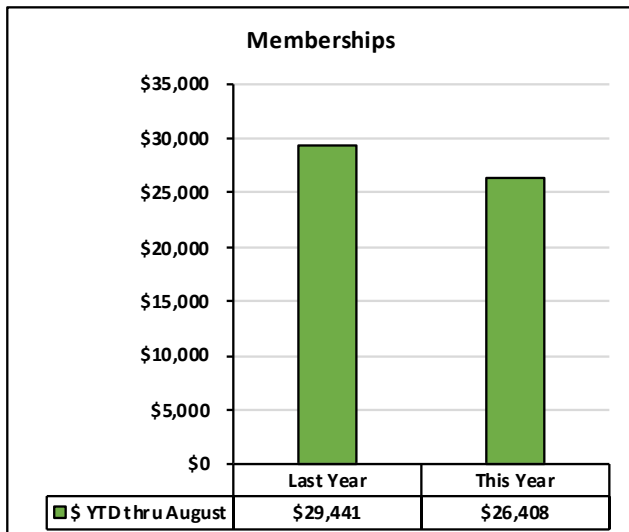
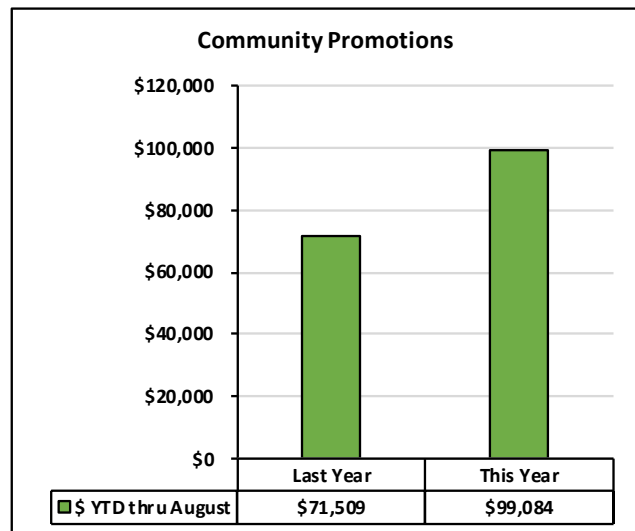
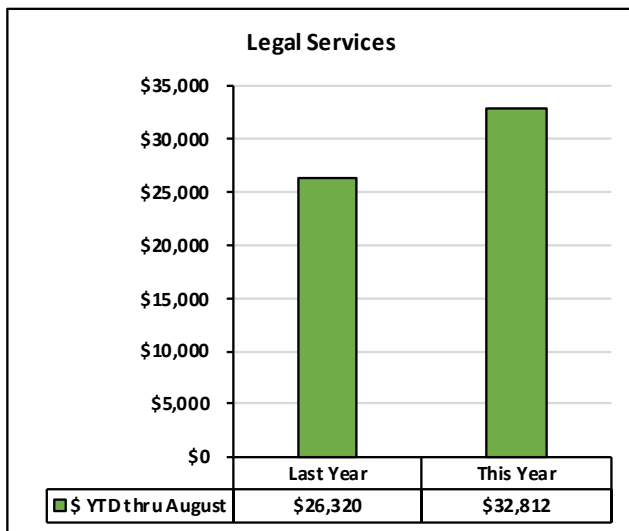


City Manager/City Clerk



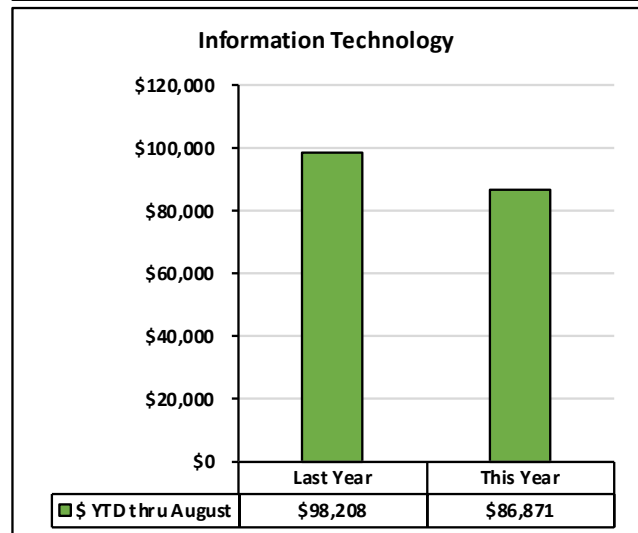
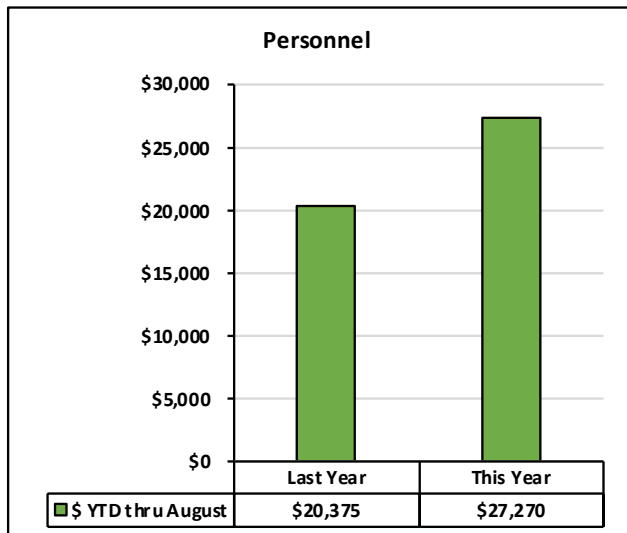
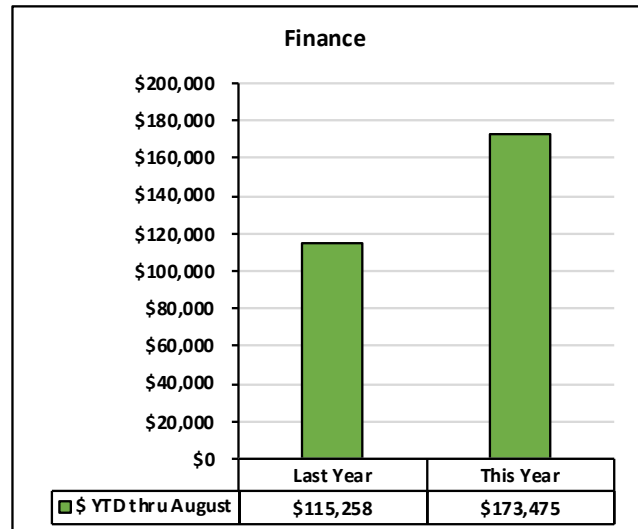
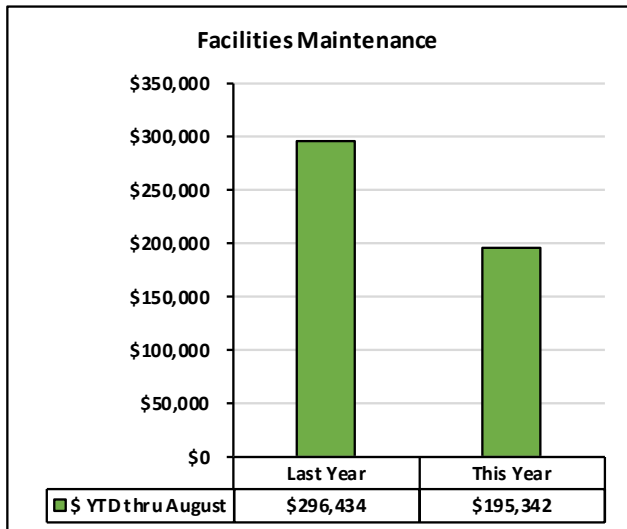
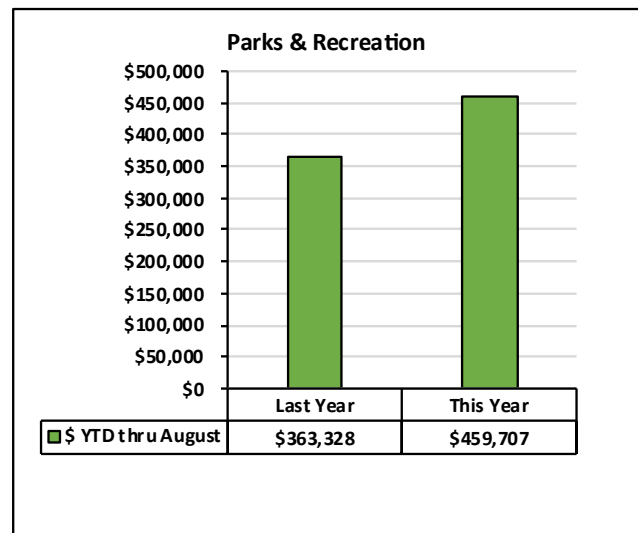
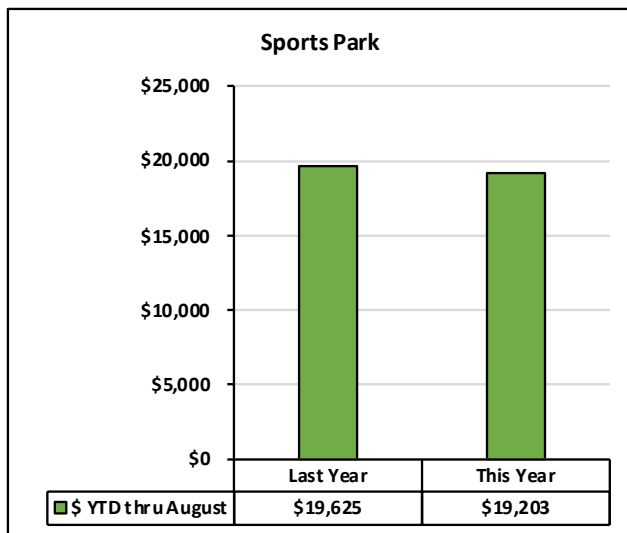
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through August versus Prior Year



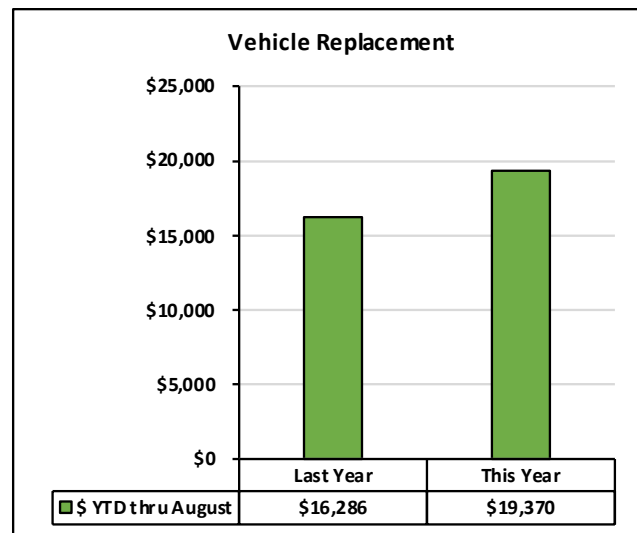
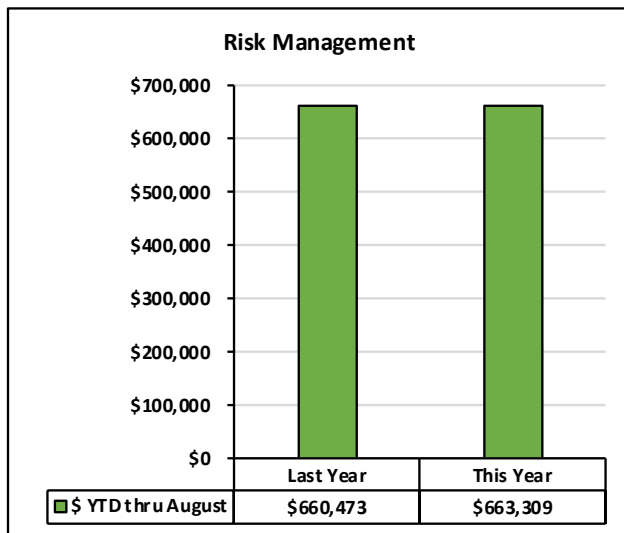
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through August versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division *FY 2024-25 Year-to-Date Through August versus Prior Year*



CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2024-25 Year-to-Date Through August

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	24,640,481	850,634	0	4,821,846	0	(3,971,212)	20,669,269
220	Gas Tax	2,149,582	64,332	0	32,603	0	31,729	2,181,312
225	SB1/RMRA	842,668	0	0	1,760	0	(1,760)	840,908
240	Lghtng & Lndscpng	71,945	0	0	226,794	0	(226,794)	(154,848)
260	CDBG	0	0	0	660	0	(660)	(660)
270	PAEG	41,268	0	0	0	0	0	41,268
290	Supp Law Enfrmnt	0	0	0	31,913	0	(31,913)	(31,913)
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	150,835	0	0	6,198	0	(6,198)	144,637
400	Park Development	(18,808)	0	0	0	0	0	(18,808)
420	Quimby	68,861	0	0	0	0	0	68,861
440	Prop A	948,893	102,695	0	48,199	0	54,496	1,003,389
460	Prop C	260,957	85,173	0	36,030	0	49,143	310,100
470	Mea R	652,248	63,338	0	0	0	63,338	715,586
475	Mea M	1,081,960	71,639	0	0	0	71,639	1,153,599
490	Mea W	342,985	0	0	53,863	0	(53,863)	289,122
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	0	220,837	0	(220,837)	(220,837)
610	Inclusionary Hsng	538,092	0	0	0	0	0	538,092
620	Community Impr	811,851	0	0	0	0	0	811,851
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,053,300	0	0	11,604	0	(11,604)	2,041,696
681	Fmr RDA L/M Hsg	4,100,079	0	0	0	0	0	4,100,079
Total - All Funds		38,737,195	1,237,811	0	5,492,306	0	(4,254,495)	34,482,701



PUBLIC SAFETY STATUS REPORT October 2024



PROJECT/PROGRAM	STATUS
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	Our current Part 1 crime rate has decreased by 1.4% , with 4 fewer incidents compared to the same period last year. Notable contributors to this decline include significant reductions in larceny thefts and aggravated assaults. While this positive trend is encouraging, we remain committed to further reducing robberies and burglaries as part of our ongoing efforts to lower the overall Part 1 crime rate.
2. Special Assignment Team	In collaboration with Senator Portantino and the Duarte Senior Center, our Special Assignment Deputy Team held a workshop on October 8th, 2024, specifically designed for families and older adults. The workshop aimed to equip participants with crucial knowledge and strategies to protect themselves from various online threats and scams, including banking fraud, contractor fraud, and adult abuse. Additionally, attendees were provided with resources for further information. The event was a great success, drawing over 90 participants. Our team has also been focusing on identifying graffiti suspects and has been actively working to track down those responsible for tagging. These efforts have yielded positive results, contributing to overall crime suppression in the area. Furthermore, we are enforcing the new municipal code in partnership with the City Prosecutor. This collaboration ensures that individuals not only appear in court but also receive the necessary assistance and resources when appropriate.
3. Neighborhood Watch	Our dedicated Public Safety team has been actively engaging with Neighborhood Watch block captains, providing them with detailed, area-specific crime data. By focusing on these well-defined areas, we ensure that the information is both relevant and actionable, allowing law enforcement to tailor their strategies more effectively. This approach also empowers block captains to address specific concerns within their communities. Recently, a Neighborhood Watch meeting was held on the 2200 block of Rim Road, where residents were educated on recent crime trends and encouraged to embrace community policing efforts to reduce overall crime.

PROJECT/PROGRAM	STATUS
	Additionally, we've seen increased interest in the Neighborhood Watch program, with many residents stepping up to become block captains. This growing participation has strengthened our community partnerships, creating a more unified effort to prevent crime and improve neighborhood safety. Special Assignment Deputies, along with Public Safety staff, have also conducted several bicycle patrol operations. These efforts have not only enhanced our community policing presence but have also fostered positive interactions between law enforcement and residents, contributing to a safer and more connected community.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Tony Hadloc, the Outreach Coordinator, has been serving in this position since August 2018. According to his unofficial homeless count for the month, there are 7 individuals experiencing homelessness. Count Criteria includes three or more contacts in a 2-week period to make the list, six weeks of no contact falls off the list. Over the course of this month, Tony Hadloc has had 74 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations. Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has diligently overseen the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and nuisances in both commercial and residential areas. Her proactive initiatives have yielded significant results, including the protection of vacant businesses and their utilities, as well as safeguarding occupied businesses from utility theft. Currently, Emily is focusing on the 1100 block of Huntington Drive, which includes businesses such as FedEx, Habit, Chase, and McDonald's. Her efforts in this area aim to maintain compliance and ensure a safe and orderly environment for both businesses and the community. A success story: A woman living out of her car on Cotter Avenue and Royal Oaks was discovered by our team, and during the interaction, she expressed a need for support and basic necessities such as showers. Through quick coordination, she was successfully connected with the Foothill Unity Center, where she was able to access shower facilities and food resources. Additionally, we provided a direct referral to LACADA, ensuring she received further outreach and support services. Thanks to this intervention, she has embraced the assistance provided and has not returned to Duarte, representing a positive step forward in her journey toward stability and well-being.

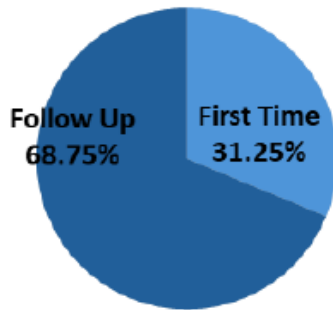
PROJECT/PROGRAM	STATUS
2. L.A. CADA	The L.A. CADA High Acuity Team, which focuses on assisting individuals who have been experiencing homelessness for over a year, began its operations in the City of Duarte on August 2, 2022. The L.A. CADA Supplemental Team, dedicated to helping those who are newly homeless or at risk of homelessness, started their work in the city on September 22, 2022. In September 2024, these two teams merged, resulting in significant changes to their operations. Previously, each team served Duarte one day per week, providing coverage for a total of two days a week. However, with the merger, they can now respond to referrals from the city and conduct active patrols up to five days a week. As a result, reporting for the High Acuity Team is still being fine-tuned to reflect these operational changes. During this reporting period, the Supplemental Team engaged with 16 individuals, 5 of whom were first-time encounters and 11 follow-ups. Notably, no individuals refused supportive services. The primary areas with the highest number of encounters were identified as Dollar Tree, Walmart, and the Duarte Train Station.
3. 2024 LAHSA Official Homeless Count	Duarte – 20 (26 in 2023) Monrovia – 50 Azusa – 103 Irwindale – 298 Baldwin Park – 212
<u>EMERGENCY PREPAREDNESS</u>	
1. Emergency Operations Center (EOC)	We are excited to announce the successful completion of our partnership with LA County Fire to host an in-person CERT (Community Emergency Response Team) class for our community, which concluded on September 15 with 19 graduates. CERT is a vital program that equips individuals with essential skills in first aid, search and rescue, and disaster response coordination, empowering them to respond effectively during emergencies and disasters. By hosting this class, we are not only educating and empowering participants but also significantly enhancing the safety and resilience of our community in times of crisis. In addition, our "Sound the Alarm" event, held on September 28 in partnership with the American Red Cross, CERT, LA County Fire, and Rebuilding Together, was a great success. During the event, 34 homes were made safer, 123 people were educated on fire safety, and 129 smoke alarms were installed free of charge. Homes that were not addressed on the day of the event will receive follow-up visits at a later date. This initiative has provided tremendous benefits to the community by enhancing home safety and raising awareness about fire prevention. By installing free

PROJECT/PROGRAM	STATUS
	smoke detectors, we are helping residents protect their homes and families, reducing the risk of fire-related incidents, and fostering a safer environment for all.



DUARTE

SUPPLEMENTAL SERVICES SEPTEMBER REPORT



STATS OVER THE PAST MONTH

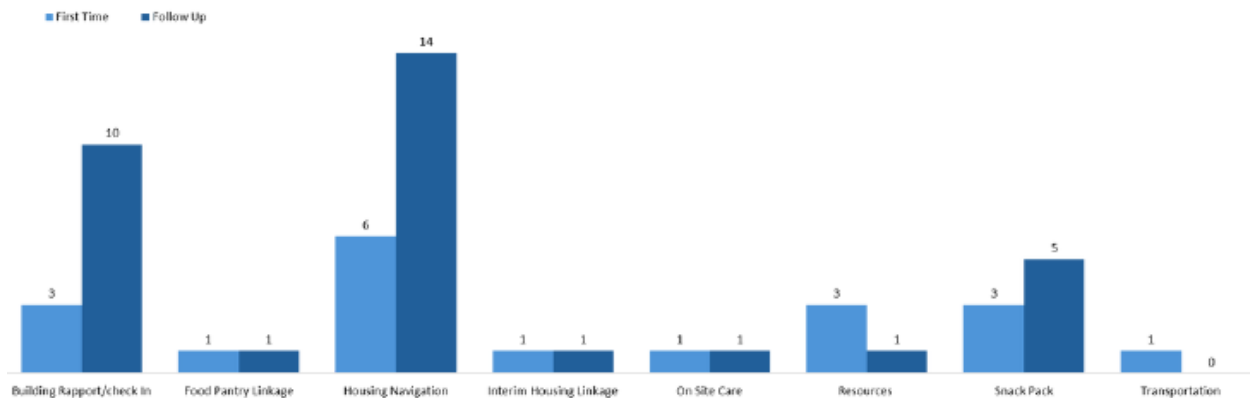
According to our data collected on 9/01/2024 to 9/30/2024, we made **16 engagements** of which **5 were first-time engagements**, **11 follow up engagements** with **0 engagements refusing supportive services**.

HIGHLIGHT

- Team linked 2 individuals to food pantry services at Shepherd's Pantry.
- Team linked 2 individuals to interim housing at Soul Housing and via safe parking.
- Team provided 20 housing navigation services.

FUTURE GOALS

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



Locations with the highest amount of encounters this month:

**DOLLAR
TREE**

WALMART

**DUARTE TRAIN
STATION**



AGENDA REPORT

MEETING DATE: October 22, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

SUBJECT: Approval of a Second Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc.

RECOMMENDATION: Approve and execute a Second Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. in an amount not to exceed \$14,500 for FY 2024-25.

FISCAL IMPACT: The FY 2024-25 budget includes \$14,500 from the City's General Fund to support Foothill Unity Center's five core programs (1205-7760).

BACKGROUND

On June 14, 2022, the Duarte City Council approved the FY 2022-23 budget which included \$14,500 to support Foothill Unity Center five core programs for vulnerable populations in the San Gabriel Valley including Duarte residents:

- Case Management
- Food Services
- Health Program
- Job Development Program
- Housing and Homeless Program

A first amendment was approved on June 27, 2023 which included \$14,500 to support Foothill Unity Center.

Per the Funding Agreement, Foothill Unity Center will submit a written year-end report from July 1, 2023 – June 30, 2024, and conduct an oral presentation to Duarte City Council regarding the five core programs including:

- Number of Duarte individuals served in each program, broken out by program.
- Number of Duarte families served in each program, broken out by program.
- Number and outcomes of specific programs conducted in partnership with the City of Duarte (i.e., Job Shadow Day).
- Number of Foothill Unity Center volunteers from Duarte.

DISCUSSION

The Duarte City Council approved the FY 2024-25 budget which funded Foothill Unity Center's request for financial support of the five core programs. The Second Amendment to the original

Funding Agreement will include services rendered from July 1, 2024, to June 30, 2025, and include the same reporting provisions.

RECOMMENDATION

It is recommended that the Duarte City Council approve and execute a Second Amendment to the Funding Agreement between the City of Duarte and Foothill Unity Center, Inc. in an amount not to exceed \$14,500 for FY 2024-25.

FISCAL IMPACT

The FY 2024-25 budget includes \$14,500 from the City's General Fund to support Foothill Unity Center's five core programs (1205-7760).

ATTACHMENTS

Amendment No. 2 to Funding Agreement between the City of Duarte and Foothill Unity Center.

AMENDMENT NO. 2 TO CITY OF DUARTE

FUNDING AGREEMENT

This Amendment No. 2 to the City of Duarte Funding Agreement with Foothill Unity Center (“Amendment No. 2”) is by and between the CITY OF DUARTE (“City”) and FOOTHILL UNITY CENTER, INC. (“Grantee”) to be effective as of _____, 2024.

RECITALS:

- A. City and Grantee entered into that certain agreement titled “CITY OF DUARTE FUNDING AGREEMENT” on July 1, 2022 (the “Agreement”).
- B. City and Grantee entered into an Amendment No. 1 effective July 1, 2023.
- C. City and Grantee now desire to enter into this Amendment No. 2 to, among other things, amend, extend, and restate the Term of the Agreement paid by the City to Grantee.
- D. Except as otherwise set forth in this Amendment No. 2, the defined terms used herein shall have the same meanings as used in the Agreement.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **RECITALS INCORPORATED.** The foregoing Recitals are true and correct and are incorporated herein and made a part hereof.
- 2. **AMENDMENTS.** The Agreement is amended as follows:
 - A. The Funding Description provision of the Agreement is replaced in its entirety as follows:

The City approves providing Grantee the sum of \$14,500.00 for FY 2024-25. This sum and any interest earned thereon shall be used by Grantee exclusively for the purpose of providing the program or service that is described in Exhibit “A” attached hereto and incorporated herein. Grantee shall be solely responsible for implementation and operation of the program or service in a manner that is consistent with the description in Exhibit “A.”
 - B. Exhibit A Description of Program and Payment in the Agreement is replaced in its entirety with Exhibit A as attached to this Amendment.
- 3. **NO OTHER AMENDMENT.** Except as set forth in this Amendment No. 2, the Agreement shall remain in full force and effect according to its terms.

4. **COUNTERPARTS.** This Amendment No. 2 may be executed in counterparts, each of which, when this Amendment No. 2 has been signed by both of the Parties, shall constitute one and the same instrument.

[Signatures on following page.]

CITY OF DUARTE

GRANTEE
FOOTHILL UNITY CENTER, INC.

Brian Villalobos, City Manager

By: _____
Its: Amy Shapiro, Interim Executive Director

ATTEST

Annette Juarez, City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

EXHIBIT A

DESCRIPTION OF PROGRAM AND PAYMENT

In June 2024, the City Council approved a FY 2024-25 grant award for Foothill Unity Center, Inc. in support of program costs.

Program Activity

Foothill Unity Center, Inc. is a Los Angeles County-based non-profit organization that seeks to provide five core programs:

Case Management: Assessment, case planning, care coordination, advocacy, resource linkages, and follow up for those in need of social services assistance. Individualized client plans allow the Case Manager to track progress and make adjustments specific to personal situations.

Food Services: Addresses food insecurity through the provision of emergency monthly supply of groceries for those who have the means to store and to cook; bagged lunches and hygiene supplies for our unhoused community; and weekly access to produce, bread, and dairy products.

Health Program: Provides access to healthcare, education on ways to manage chronic health diseases, and assistance with navigating the healthcare systems.

Job Development Program: Improves the economic health and lives of individuals with hands-on assistance towards securing livable wage employment.

Housing and Homeless Program: Provides increasing solutions and support that lead to homeless prevention, location of sustainable housing and navigation of housing systems. Encompassed in this program is also hygiene services which includes access of portable bathrooms and hand-washing stations at Foothill Unity Center to those experiencing homelessness.

Foothill Unity Center will be required to submit a written year-end report for the period of July 1, 2024 – June 30, 2025, and conduct an oral presentation to Duarte City Council, regarding the five core programs including:

- Number of Duarte individuals served in each program, broken out by program.
- Number of Duarte families served in each program, broken out by program.
- Number and outcomes of specific programs conducted in partnership with the City of Duarte (i.e., Job Shadow Day).
- Number of Foothill Unity Center volunteers from Duarte.

Fiscal Year 2024-2025 Budget

Support of program costs.	\$14,500
Total:	\$14,500



AGENDA REPORT

MEETING DATE: October 22, 2024

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety Services

SUBJECT: Approval of Homeless Outreach Resources and Collaborative Efforts in North San Gabriel River Area

RECOMMENDATION: The City Council is requested to:

1. Amend the following accounts to increase funding:
1205-7781 by \$13,000
1205-7980 by \$5,000
1205-7030 by \$5,000
1205-8030 by \$77,000
2. Authorize the City Manager to acquire a UTV at a cost of \$55,009.62, meeting the specifications outlined by the LA County Sheriff's Department (see Attachment A).
3. Authorize the City Manager to acquire a drone, along with any necessary equipment or software, to meet the goals outlined in this report.
4. Authorize the City Manager to donate the UTV to the LA County Sheriff's Department for use by the Duarte Deputy Special Assignment Team, with the Sheriff's Department absorbing all future liability and costs for the vehicle.
5. Waive the competitive bidding process under Municipal Code Section 2.36.050(l) since the LA County Sheriff's Department has already conducted purchasing procedures that ensure effective competition among responsible vendors for the UTV acquisition.

FISCAL IMPACT: There will be no fiscal impact. All expenses will be funded through the grant provided by Senator Susan Rubio via Senate Bill 104, with oversight by the City of Azusa.

BACKGROUND

In recent years, the City of Duarte has received numerous calls regarding individuals experiencing homelessness in the North San Gabriel River area, located near Encanto Parkway and the City of Hope. These calls have involved incidents such as brush fires, theft, visible trash and debris, and disturbances from loud or unusual noises, among other concerns.

In response, the cities of Azusa, Duarte, and Irwindale have been working collaboratively to improve public safety in the North San Gabriel River area. As part of these efforts, the North San Gabriel River Working Group was established. This group, which meets quarterly, is composed of two elected officials and the city manager from each city, focusing on coordinated action.

On November 28, 2023, the City Council approved a Memorandum of Understanding (MOU) between Azusa, Duarte, and Irwindale. The MOU is aimed at enhancing public safety, improving the delivery of essential services to the community, addressing homelessness, restoring recreational open spaces, and pursuing grant opportunities.

Through Senate Bill 104, State Senator Susan Rubio secured \$300,000 from the San Gabriel Valley Council of Governments' Department of Housing and Community Development for a homeless services pilot program. Of this funding, \$100,000 has been allocated to the City of Duarte to support efforts in the North San Gabriel River area, including providing resources and addressing individuals experiencing homelessness.

DISCUSSION/ANALYSIS

Staff has identified the need for a concentrated effort across all three jurisdictions and additional resources to navigate the area effectively. The goal is to enhance coordination and provide technological and personnel support for a joint operation between Duarte, Azusa, and Irwindale to address homelessness in the North San Gabriel River area.

Using the grant funds, the City of Duarte will acquire the following resources to support these efforts:

Side-by-Side (UTV) Vehicle

The city will acquire a side-by-side vehicle equipped with police lights, a stretcher mounting system, cargo area, winch, and off-road protection. This vehicle is essential for navigating the challenging North San Gabriel River terrain, which is often inaccessible by standard patrol vehicles. It will enhance outreach efforts by allowing Sheriff's deputies and outreach coordinators to safely access individuals in the area. Its cargo space and stretcher system will also facilitate medical assistance and logistical support during outreach and emergency situations. This vehicle will significantly improve the safety and efficiency of the Sheriff's efforts in the North San Gabriel River area.

Additionally, the City Council is requested to authorize the City Manager to donate the UTV to the LA County Sheriff's Department for use by the Duarte Deputy Special Assignment Team. The Sheriff's Department will absorb all future maintenance, insurance, liability and fuel costs for the vehicle.

Drone Equipment, Training, and Licensing

The city will also acquire a drone equipped with advanced thermal imaging, anti-collision hardware, and emergency lighting. This drone will allow staff to monitor the difficult terrain of the North San Gabriel River remotely, enhancing both communication and safety during outreach efforts. Thermal imaging will help locate individuals in hard-to-see areas, especially at night or in

low visibility. The drone's PA system and spotlight will allow communication without the need for physical presence, reducing risks to personnel. Additionally, it will integrate with the equipment of neighboring cities, allowing a collaborative, multi-jurisdictional approach. The grant also covers training and licensing for City staff to ensure safe and compliant drone usage.

Deputy and Outreach Team Overtime & Cleanup Efforts

Funding for overtime pay is critical for deputies, outreach teams, and cleanup crews to conduct joint operations between Duarte, Azusa, and Irwindale. These coordinated operations will ensure that unhoused individuals receive essential services, such as mental health support, medical care, and shelter referrals. Deputies will work alongside outreach teams to provide both enforcement and compassionate interventions. Cleanup efforts will also be supported, including the removal of debris and hazardous materials from the North San Gabriel River to improve safety and environmental conditions. This collaborative approach will enhance public safety, restore public spaces, and reduce health risks for the homeless population and the community at large.

RECOMMENDATION

The City Council is requested to:

1. Amend the following accounts to increase funding:
1205-7781 by \$13,000
1205-7980 by \$5,000
1205-7030 by \$5,000
1205-8030 by \$77,000
Grand Total \$100,000
2. Authorize the City Manager to acquire a UTV at a cost of \$55,009.62, meeting the specifications outlined by the LA County Sheriff's Department (see Attachment A).
3. Authorize the City Manager to acquire a drone, along with any necessary equipment or software, to meet the goals outlined in this report.
4. Authorize the City Manager to donate the UTV to the LA County Sheriff's Department for use by the Duarte Deputy Special Assignment Team, with the Sheriff's Department absorbing all future liability and costs for the vehicle.
5. Waive the competitive bidding process under Municipal Code Section 2.36.050(l) since the LA County Sheriff's Department has already conducted purchasing procedures that ensure effective competition among responsible vendors for the UTV acquisition (see Attachment B).

FISCAL IMPACT

There will be no fiscal impact. All expenses will be funded through the grant provided by Senator Susan Rubio via Senate Bill 104, with oversight by the City of Azusa.

ATTACHMENTS

- A. UTV Quote
- B. LA County Sheriff's Department Specifications



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT VEHICLE SPECIFICATION SHEET

VEHICLE TYPE	SIDE-BY-SIDE, FOUR SEAT, 6 PASS, CREW CAB ATV
BUDGET PERIOD	FY-
REQUISITION NO.	RQN-
QUOTATION NO.	
SPEC'S PREPARED BY / TELEPHONE NO.	Communication and Fleet Management Bureau
END USER, (DEPT. UNIT) / REPRESENTATIVE	Homeless Outreach Services Team (HOST)
APPROVED BY (FLEET MANAGER)	Communication and Fleet Management Bureau
VENDOR NAME	
VENDOR ADDRESS	
VENDOR PHONE #	
VENDOR REPRESENTATIVE	

BIDDER INSTRUCTIONS

Bidders must use box provided at left margin. A “**check mark**” therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted on the right of the specification form under Bidder's Exceptions. Any equivalent substitution of specified components is subject to evaluation to the degree to which equipment offered will match the conditions and/or interact with existing equipment to maintain overall effectiveness. It must be with the prior approval of the Sheriff's Fleet Manager and is subject to rejection or approval at the discretion of the Fleet Manager.

The final delivery date of the completed unit/s/vehicles/s must not exceed 180 calendar days from the date the bid is awarded.

Bidders are required to provide detailed literature about their proposed ATV.

REQUIREMENTS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
<u>STANDARDS</u> 1. The manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included. 2. This vehicle shall conform to any and/all requirements of the State of California Motor Vehicle Code, Division of Industrial Safety Orders, and the Federal Motor Vehicle Safety Standards. <u>GENERAL SPECIFICATIONS AND STANDARDS</u> 1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department. 2. The ATV (s) frame, body, finish, and all fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service and shall be factory standard in all respects and not in conflict with any specification requirements. 3. All standard equipment is to be included on the ATV as listed in the latest model brochure. 4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing items other than these trade names, they must be of equal or better quality, must be indicated in bidders' proposal, and must be approved by the Los Angeles County Sheriff's Department Fleet Manager. 5. All deviation(s) or component change(s) after the bid has been awarded, must first be preceded by notification to the Sheriff's Department Fleet Management Unit and end user representative. Acceptance/approval must be granted by the Sheriff's Department's Fleet Manager or his/her designated representative. 6. It is necessary to provide one copy of the Service Maintenance manual and one copy of the electrical wiring diagram manual for each dissimilar unit delivered. 7. Failure to submit this information is sufficient cause for rejection of bid.	

REQUIREMENTS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
[] <u>Quantity of (1) black and white color, Side-by-Side, Four Seat, 6 Passenger, Crew Cab ATV</u> <u>INTENT</u> [] To acquire a side-by-side ATV to enhance support for Homeless Outreach Services Team (HOST), which is mostly used for off-highway vehicle enforcement programs. The vehicle would also be made available for Search and Rescue Team utility. The vehicle must conform to the following features and specifications. [] The ATV must be the current model year or newer than when the bid was awarded. <u>CONFIGURATION</u> [] Prowler C4XM-ERV or Department approved equal. [] All wheel drive, switch selectable 2WD / 4WD, shaft driven with auto locking front differential, locked rear differential. [] Standard automotive controls, electronic power steering with sealed rack and pinion, adjustable driver's seat, tilt wheel and driver and passenger ergonomics. [] Side by side, 4 seat capacity. Cargo Racking Capacity: Approx. 800 lbs. • Rear Cargo: Minimum of 600 lbs. • Rear Upper Rack: Minimum of 320 lbs. • Rear Lower Rack: Minimum of 270 lbs., • Front Cargo: Minimum of 200 lbs. [] Litter/Stretcher Mount: Two (2) internally or externally side mounted longitudinally. [] Payload Capacity: 1500 lbs. minimum [] Towing Capacity: 2000-2500 lbs. terrain dependent, standard 2" receiver. [] Warn Provantage Winch: Approx. 4500 lbs. with remote control and synthetic cables or Department approved equal.	

REQUIREMENTS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
[] Wheelbase: Approx. 105" [] Track Width: Approx. 50" [] Windshield w/Wiper [] Rearview mirrors [] Sideview mirrors- Left and Right [] Roof w/Roof Rack <u>CONSTRUCTION:</u> [] High Strength Steel ROPS approved. Steel cargo racks front and rear, heavy duty aluminum skid plate system able to support the entire weight of vehicle on a single point of contact with a-arm / CV guards. [] Rollover protection system (ROPS), exceeds SAE and ISO STDS, 4-point quick release single mechanical latch crew restraints SFI-16.1 certified, platform system designed to meet MIL-STD-882D. [] Surface Finishes: All working surfaces to be industrial powder coated. Panel color Forest Green. [] Color: Black and white *Paint scheme would be provided after bid is awarded. <u>SUSPENSION</u> [] Dual A-arm adjustable front and rear suspension, 12 inches suspension travel, 12 inches ground clearance minimum. [] Front Suspension: Double A-arms, piggyback shocks with extra heavy-duty springs, adjustable preload, and compression, 10" of travel. [] Rear Suspension: Torsional Trailing A-arms independent suspension (TTA) with sway bar, piggyback shocks with extra heavy-duty springs, adjustable preload, and compression, 10" travel.	

REQUIREMENTS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
<u>BRAKES</u> [] Front and rear brakes: Dual ventilated disc brakes with hydraulic twin-piston calipers. <u>TIRE/WHEEL</u> [] Aluminum bead lock wheels. [] Front tires: 8 ply tires 28x10 R14 [] Rear tires: 8 ply tires 28x10 R14 <i>*All wheels and tires shall be same size All tires to be run-flats tires- No Exception.</i> [] Spare Tire: Full-size wheel and run-flat tire per unit, mounted on driver's side rear for each vehicle. (<i>No exemption</i>) <u>POWERTRAIN</u> <u>ENGINE</u> [] Engine Type 4 Stroke. [] Displacement: 800 cc, 71 hp. minimum. [] Cooling: Liquid. [] Ignition: Key with push button and governable keys. [] Electrical: 12VDC Standard with Maintenance free battery. [] Fuel System: Electronic Fuel Injection [] Fuel Capacity: 10-gallon capacity fuel tank, minimum. [] Fording Depth: 32" without optional snorkel. [] Speed: Between 60 and 70 mph) [] Range: Approx. 160 Miles <u>TRANSMISSION</u> [] Power Train: Automatic CVT, sub-transmission with H/L/N/R/P	

REQUIREMENTS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
with standard engine braking. [] Shaft Final drive. <u>ELECTRICAL</u> [] Battery/Charging: Standard [] 2 batteries: One (1) battery shall be dedicated to the operation of the ATV. [] One (1) battery shall be dedicated to the operation of specialized police equipment. [] Linked dual battery system for recharging both batteries simultaneously from a single alternator during normal engine operation. (No Exception) <u>INSTRUMENTATION</u> [] Digital multifunction display, speedometer, tachometer, Odometer, Trip and hour meter, fuel, drive position, sport mode, ECO mode, 4x4 indicator, diagnostics, clock, high temp, low battery and 2 DC outlets. <u>KEYS</u> [] Single-key locking system on all ATV s, to include ignition, any forks, seat or helmet lock(s) and any other lockable compartment(s). [] All ATV(s) provided with eight (8) keys. <i>Aluminum keys are not acceptable.</i> <u>SPECIAL INSTRUCTION</u> [] Must be capable of carrying firefighting apparatus. [] 23 inches of water fording capability without a snorkel and sealed rack and pinion for fording. <u>DEALEER INSTALLED ACCESSORIES</u> [] A. FedSig 650 series, California Title 13 compliant, 100W, full featured remote microphone-controlled siren system,	

REQUIREMENTS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
full featured, Wail and Yelp tone. (or Department approved equivalent) [] B. FedSig DynaMax / ES100C 100-Watt Compact Siren Speaker. (or Department approved equivalent) [] C. Fedsig Code 3 Light (Red/White) – MPSC-RW & MPSMC-3 black - Left of the brush guard. (or Department approved equivalent) [] D. Fedsig Code 3 Light (Blue/White) – MPSC-BW & MPSMC-3 black -Right of the brush guard. (or Department approved equivalent) [] E. Fedsig Code 2 Light (Red/Blue) – MPSC-RB & MPSMC-3 black - Upper roll cage (or Department approved equivalent) [] F. Fedsig Code 1 Light (Amber)- MPSC-A & MPSMC-3 black – R/Rear of the vehicle (or Department approved equivalent) [] G. Fedsig Code 1 Light (Amber) MPSC-A & MPSMC-3 black – L/Rear of the vehicle (or Department approved equivalent) <u>LIGHTING</u> [] 60W low/60W high, LED taillights. [] 32” Combination Flood/Spot LED Lightbar. [] Code-3 LED Police Package with lights/siren/PA with 4 driver accessible dash mounted rocker switches or slide equivalent. Lighting to include front, rear and sides. <u>WARRANTY</u> 1. Warranty to be standard manufacturer’s warranty as supplied with all vehicles sold by manufacturer. 2. Warranty work will be performed at a dealership in the area in which the vehicle is assigned. 3. Use of other than original equipment parts will not void warranty.	

REQUIREMENTS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
Warranty card to be delivered to Sheriff's Fleet Management Unit. 4. All vehicle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of vehicle manufacturer must be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the vehicle is put into service by Sheriff's Department. 5. Warranty period will start on the day that the vehicle is put into service by the Los Angeles County Sheriff's Department, not the date of vehicle delivery. <i>Delayed warranty</i> starts not to be less than eighteen months.	

DELIVERY:

Los Angeles County Sheriff's Department
Fleet Management Unit
1104 N. Eastern Avenue, Door #50
Los Angeles, CA 90063
(323) 267-3016

SPECIAL INSTRUCTIONS:

Upon delivery no dealer decals or license plate identifiers.

Dealer shall notify Sheriff's Department Fleet Unit a minimum of 24 hours prior to delivery.
Motorcycle(s) will not be accepted after 2:00 pm.

Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California State and/or Los Angeles County sales tax(s).

All State of California Department of Motor Vehicle paperwork, and invoicing MUST accompany each motorcycle at time of delivery. There shall be one invoice per vehicle.

At time of delivery, all motorcycles MUST meet all specifications as written, NO EXCEPTIONS.

At time of delivery, dealer shall furnish "***Dealers Report of Sale***" in the name of:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
1277 N. EASTERN AVENUE
LOS ANGELES, CA 90063

Prowler

ATV corp

570-A Central Ave
Lake Elsinore, CA 92530-2741
Tel: (951)674-7777 Fax: (951)674-3200
http://www.atvcorp.com

QUOTATION NUMBER

ATV240926

Bill To:

City of Duarte
1600 Huntington Dr.
Duarte, CA 91010

Deliver To:

Los Angeles County Sheriff's Department
Public Safety
Attn: Larry Breceda
1042 Huntington Dr.
Duarte, CA 91010

Contact: Deputy Art Valenzuela

Date: 26-Sep-24

We are pleased to submit the following offer:

Item	Model	Description	QTY	Unit Price	Ext Price
1	PWLR-C4XM-ERV	Prowler C4XM ERV - Color TBD	1	\$49,889.00	\$49,889.00
		Prowler Included Accessories:			
		Metal Cargo Racking Front & Rear			
		Litter/Stretch Mounts			
		HD Suspension			
		HD Skid Plate System			
		Beadlock Wheels			
		Run-Flat Tires			
		4-Point Safety Harnesses			
		Rock Sliders			
		Doors			
		4500 lbs. Winch			
		HD Clutch System			
		Code 3 Lighting Package			
		Siren/P.A. System			
		HD Clutch Kit w/HD Belt			
		Windshield w/Wiper			
		Roof w/Roof Rack			
		Soft Windows			
		Doors			
		AUX Battery Kit	Tire Fee 4	\$1.75	\$7.00
		Rearview Mirrors	Tax 10.25		\$5,113.62
		Side Mirrors - L & R			
			TOTAL		\$55,009.62



All prices are in U.S. Dollars, F.O.B. Lake Elsinore, CA
DELIVERY: 180 days

ARO TERMS: Net 30 days with approved credit

This quotation is valid for 60 days.

Please reference this quotation number on all Purchase Orders.

Ultimate Performance Corporation





Agenda Item: 7.I

CM Review: IS

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: October 22, 2024

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety Services

SUBJECT: Approval of Service Agreement with Flock Group Inc. (Flock Safety)

RECOMMENDATION: The City Council is requested to:

1. Approve the service agreement with Flock Group Inc. (Attachment A) for thirteen (13) ALPR camera subscriptions (\$40,800 in the first year, \$39,000 in the second year) and authorize the City Manager to sign and execute the agreement.
2. Find that approval of the agreement and subscription service with Flock Group Inc. is not a "Project" as defined under Section 15378 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.
3. Find that this agreement is exempt from the competitive bidding process pursuant to Municipal Code Section 2.36.050(f) –when there is only one vendor (Attachment C).

FISCAL IMPACT: The Services Agreement with Flock Group Inc., has been included in the FY 24/25 Budget.

BACKGROUND

The ALPR (Automated License Plate Reader) camera technology is a proactive and investigative tool aimed at reducing Part 1 crimes in our community. This technology has demonstrated its effectiveness in locating stolen vehicles and solving a range of automobile-related offenses. By implementing ALPR, we can enhance our crime prevention strategies, strengthen public safety efforts, and better protect the quality of life for our residents.

ALPR cameras work by scanning license plates and identifying vehicles of interest, such as stolen cars or those associated with criminal activity. Flock Group Inc., through its Flock Safety platform, provides a highly reliable ALPR system with fixed-mount cameras that capture license plate information, analyze vehicle characteristics, and securely store data for law enforcement investigations. Neighboring cities have successfully used this technology, contributing to crime reduction and improved public safety.

Flock Safety operates on a subscription-based model, covering all necessary hardware, installation,

software updates, ongoing maintenance, and data storage. Importantly, the system adheres to strict privacy guidelines by not collecting sensitive or biometric information, while still providing law enforcement with critical data.

Given these benefits, the City of Duarte has identified Flock Safety's ALPR system as a vital tool in its ongoing efforts to address crime rates.

DISCUSSION/ANALYSIS

The Flock Safety ALPR system is a comprehensive solution that has been implemented in various cities throughout Southern California, including Arcadia, Alhambra, Azusa, Baldwin Park, Covina, El Monte, Glendora, Monrovia, Monterey Park, Pico Rivera, Pomona, Rosemead, San Dimas, Temple City, Irwindale (in process), San Marino, South Pasadena, and West Covina. These cities have reported significant success in reducing auto thefts and other vehicle-related crimes by utilizing Flock's technology. The system's ability to provide real-time data to law enforcement allows officers and deputies to respond quickly to potential threats, making it a valuable resource in crime prevention and investigation.

Key Features of the Flock ALPR System:

- **Vehicle identification:** Captures vehicle make, model, color, and license plate, providing actionable data without infringing on privacy.
- **Search functionality:** Allows law enforcement to search for vehicles based on partial descriptions, even without a full license plate.
- **Inter-agency collaboration:** The system enables information sharing across jurisdictions, allowing Duarte to collaborate with neighboring cities using the Flock system. This helps track and solve crimes that cross city boundaries.
- **Data storage and security:** The subscription includes 30 days of data storage, with access restricted to authorized users only, ensuring the protection of sensitive information.
- **Cost-effective:** The system offers a subscription model that includes all necessary hardware, software, and maintenance, reducing upfront costs for the City.
- **Staff, along with the Duarte Special Assignment Deputies and Flock Safety, have identified 13 key locations throughout Duarte and the neighboring City of Bradbury where the cameras will be installed. These locations are strategic entry points where monitoring incoming and outgoing traffic can provide comprehensive coverage of both cities.**

Of the 13 locations, 2 are situated within Bradbury's jurisdiction, leading to the creation of a cost-sharing agreement between the two cities (Attachment B). Bradbury will contribute half of the cost of the system, which amounts to \$3,150 for the first year and \$3,000 for the second year towards the system's overall cost.

By approving this agreement, the City will not only address its current public safety needs but also align with its strategic goals of enhancing public health and safety, ensuring quality of life, and fostering good governance. The ALPR system will provide critical data that will assist deputies and detectives in investigating crimes and identifying suspects more efficiently, leading to quicker resolutions and a safer community.

Proposed Locations:

1. Evergreen St/Mountain Ave
2. Huntington Dr/Mountain Ave
3. Mountain Ave/Euclid Ave
4. Buena Vista St/Galen St
5. Duarte Road/Mountain Ave
6. Maynard Ave/Mt. Olive Dr
7. Huntington Dr/Encanto
8. Royal Oaks Dr/ Buena Vista St
9. West Central Ave/ Buena Vista St
10. Evergreen/ Bradbury
11. East Central Ave/Buena Vista St
12. Mt. Olive Dr / Royal Oaks Dr
13. Mt. Olive Dr / Gardi St

RECOMMENDATION

The City Council is requested to:

1. Approve the service agreement with Flock Group Inc. (Attachment A) for 12 ALPR camera subscriptions (\$40,800 in the first year, \$39,000 in the second year) and authorize the City Manager to sign and execute the agreement.
2. Find that approval of the agreement and subscription service with Flock Group Inc. is not a “Project” as defined under Section 15378 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.
3. Find that this agreement is exempt from the competitive bidding process pursuant to Municipal Code Section 2.36.050(f) - when there is only one vendor (Attachment C).

FISCAL IMPACT

The Services Agreement with Flock Group Inc. has been included in the FY 24/25 Budget.

ATTACHMENTS

- A. Flock Group Inc. Services Agreement
- B. MOU between the Cities of Bradbury and Duarte
- C. Flock Safety Sole Source Letter
- D. Flock overview
- E. FAQ's
- F. Privacy commitment
- G. Quote

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DUARTE AND THE CITY OF BRADBURY
REGARDING COST SHARING FOR FLOCK SAFETY CAMERA (ALPR)
INSTALLATION AND MAINTENANCE**

This Memorandum of Understanding (“MOU”) dated August 29, 2024, sets forth the agreement between the City of Duarte (“Duarte”) and the City of Bradbury (“Bradbury,” collectively with Duarte as “Cities” and each individually as “City”) to share equally the costs associated with the installation, maintenance, repair, replacement, and any other costs related to the implementation of two Automated License Plate Recognition (“ALPR”) cameras by Flock Safety (“Flock”) located near Mt. Olive Drive and Gardi Street in the City of Bradbury. This MOU also includes the abandonment of the existing ALPR system installed by Vigilant Solutions. In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Cities agree as follows:

1. PURPOSE

It is in the best interest of Duarte and Bradbury and in the interest of the public health, safety, and welfare to abandon the ALPR system installed by Vigilant Solutions and to install the ALPR system provided by Flock.

2. COST SHARING

The Cities agree to share 50% of all costs associated with the installation, maintenance, repair, replacement, ongoing lease and service, and any other associated costs of the two Flock ALPR cameras located near Mt. Olive Drive and Gardi Street as outlined in the Flock Safety Order Form in Exhibit A. Costs will be split equally (50/50) between Duarte and Bradbury. The total cost for year one will be \$6,300, with each City responsible for 50% of this amount (\$3,150). The total cost for year two will be \$6,000, with each City responsible for 50% of this amount (\$3,000).

3. INSTALLATION

The installation of the Flock cameras will be located at or near the existing Vigilant ALPR system. The installation of the Flock ALPR cameras will be coordinated by both Cities to ensure proper placement and functionality. No work shall be performed until both cities have expressed in writing their agreement as to the scope and methodology for performance. Bradbury shall be responsible for obtaining all necessary permits and permissions for the installation of the two cameras.

4. MAINTENANCE AND REPAIR

Routine maintenance and repair of the Flock ALPR cameras will be handled by Flock as part of their service agreement as outlined in Exhibit A.

5. REPLACEMENT

In the event that the Flock ALPR cameras need to be replaced, both Cities will share the replacement costs equally.

6. ONGOING LEASE AND SERVICE

Both Cities agree to share 50% each of the ongoing lease and service costs for the Flock ALPR cameras.

Duarte will maintain the contract on behalf of Bradbury and will bill Bradbury annually for its share of the costs. However, no maintenance work will be completed or performed without the express agreement of Bradbury,

7. ABANDONMENT OF VIGILANT ALPR SYSTEM

Both Cities agree to abandon the existing Vigilant ALPR system.

8. FINANCIAL MANAGEMENT

Each City will manage its financial contributions and will keep transparent records of all expenses related to the Flock ALPR cameras.

9. TERM

This MOU will remain in effect for a minimum of two (2) years from the date of this MOU and will continue thereafter until terminated by either City with a 60-day written notice sent to:

City of Duarte
c/o Larry Breceda
1042 Huntington Dr.
Duarte, CA 91010

City of Bradbury
c/o City Manager, Kevin Kearney
600 Winston Ave.
Bradbury, CA 91008

10. AMENDMENTS

Any amendments to this MOU must be agreed upon in writing by both Cities.

11. COUNTERPARTS

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

12. INDEMNIFICATION

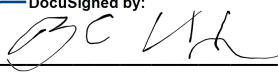
- a.** Bradbury shall indemnify, defend (with legal counsel acceptable to Duarte), and hold harmless Duarte and Duarte's elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers personnel ("Duarte Personnel") from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of, or pertaining to, Bradbury's negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of Duarte and/or any Duarte Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of Duarte or any Duarte Personnel in the execution and implementation of this MOU. Bradbury shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all

costs and expenses, including attorneys' fees incurred in connection therewith. Bradbury shall promptly pay any judgment rendered against Duarte or any Duarte Personnel for any such claims or liabilities. In the event Duarte and/or any Duarte Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this MOU, Bradbury shall pay to Duarte any and all costs and expenses incurred by Duarte or Duarte Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Bradbury's duty to defend shall consist of reimbursement of defense costs incurred by Duarte in direct proportion to Bradbury's proportionate percentage of fault. Bradbury's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Bradbury's percentage of fault, the Cities agree to mediation with a neutral third-party to determine Bradbury's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to Duarte.

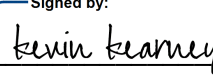
- b.** Duarte shall indemnify, defend (with legal counsel acceptable to Bradbury), and hold harmless Bradbury and Bradbury's elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers personnel ("Bradbury Personnel") from and against any and all claims,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

IN WITNESS WHEREOF, the City of Duarte and City of Bradbury caused the Agreement to be subscribed by their City Managers have executed or caused this Agreement to be executed by their duly authorized officer(s).

CITY OF DUARTE

DocuSigned by:

0FF02F2B69EF472...
Brian Villalobos, City Manager
Date: 8/29/2024

CITY OF BRADBURY

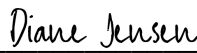
Signed by:

496C1F1265634D5...
Kevin Kearney, City Manager
Date: 8/29/2024

ATTEST

Signed by:

E2AEB9F83026411...
Annette Juarez, City Clerk
Date: 8/29/2024

ATTEST

Signed by:

7C7894F01A07455...
Diane Jensen, City Clerk
Date: 9/3/2024

APPROVED AS TO FORM

DocuSigned by:

5D8461987DC1434...
Thai Viet Phan, City Attorney
Date: 8/30/2024

APPROVED AS TO FORM

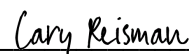
DocuSigned by:

0A492E0FEC9A446...
Cary S. Reisman, City Attorney
Date: 8/29/2024

EXHIBIT A

Flock Safety Order Form

Flock Safety + CA - City of Duarte

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jesse Mund
jesse.mund@flocksafety.com
7138996379

Created Date: 08/01/2024
Expiration Date: 08/31/2024
Quote Number: Q-76423
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1600 Huntington Dr Duarte, California 91010

Ship To: 1600 Huntington Dr Duarte, California 91010

Billing Company Name: CA - City of Duarte

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: 50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$39,000.00
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	12	Included
Solar Falcon ® LR	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$150.00	10	\$1,500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00
Professional Services - Solar Implementation Fee	\$0.00	1	\$0.00

Subtotal Year 1: \$40,800.00

Annual Recurring Subtotal: \$39,000.00

Discounts:	\$9,750.00
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Estimated Tax: \$0.00

Contract Total: \$79,800.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$21,300.00
At First Device Installed	\$9,750.00
At Last Device Installed	\$9,750.00
Year 2	\$39,000.00
Contract Total	\$79,800.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$4,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$5,750.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



August 14th, 2024

Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology®:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

flock safety

- Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras
 - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
 - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.
6. Partnerships:
- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com

flock safety

- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®



Help your city reduce crime with devices that capture objective evidence 24/7



Flock Safety provides an affordable, infrastructure-light public safety operating system for cities who want to reduce crime within a principled framework. Our license plate recognition (LPR) cameras, audio detection sensors, situational awareness cameras, and FlockOS platform help everyone in a city — law enforcement, public officials, schools, businesses, and community members — work together in pursuit of a safer community.

Infrastructure-Free and Discreet Design

Many of our devices run on solar power and LTE connectivity. They can be installed almost anywhere and blend in with your city's aesthetic.

Safety-as-a-Service

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the City Council.

Vehicle Fingerprint® Technology

Flock Safety's LPR system allows police officers to find vehicle evidence by vehicle type, make, color, and after-market features. It's proven to increase case clearance and solve more crime.

Join thousands of communities using Flock Safety to eliminate crime and shape a safer future, together.



DETECT

Objective evidence
your police need
to solve crime.



DECODE

footage with machine
learning so your police
can investigate.



DELIVER

real-time to police
if a wanted or stolen
vehicle drives by

Public Safety Technology Built with Principles

YOU OWN THE FOOTAGE

We can't share or sell it to private third parties.

PROTECT PRIVACY

All data automatically deletes by default every 30 days on a rolling basis and is encrypted.

PROMOTE TRANSPARENCY AND ACCOUNTABILITY

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and logs searches in an audit report.

CLEAR PRICING AND INFRASTRUCTURE FREE

All the data is stored in the cloud at no additional fee and there are no hidden costs.

PROTECT THE WHOLE COMMUNITY

It takes all community members working together to eliminate crime, which is why we created a public private partnership that enables businesses, neighborhoods, schools, and others to partner with your city and police department to build your network.

LEARN MORE



"Flock Safety continues to enhance and help our police department capture these vehicles and return the assets to their owners."

JOSH MCCURN
Council Member | Lexington, KY

About Flock Safety

Frequently Asked Questions

1

WHAT IS LPR?

License Plate Readers (LPR) have long helped law enforcement solve crimes. LPRs capture computer-readable images of license plates, allowing law enforcement agencies to compare plate numbers against those of stolen cars or cars driven by people suspected of being involved in criminal activities.

The information by LPR cameras can help determine whether a vehicle was at the crime scene and discover cars that may be associated with each other. Law enforcement agencies can choose to share their information with other agencies. The cameras can also integrate data from national or state crime databases to provide realtime alerts when a vehicle associated with a known suspect or a stolen vehicle passes the camera.

According to the National Conference of State Legislatures, when employed ethically and objectively, LPRs are an effective force-multiplying tool for law enforcement. A 2011 study by the Police Executive Research Forum concluded that LPRs used by Mesa, Ariz., Police resulted in “nearly three times as many ‘hits’ for stolen vehicles, and twice as many vehicle recoveries.”

A comprehensive study conducted with oversight from independent criminology research experts found a clear correlation between Flock technology and increased case clearance rates.

2

WHAT IS FLOCK SAFETY?

Flock Safety is an all-in-one technology solution to eliminate crime and keep your community safe. Our intelligent platform combines the power of communities at scale – including cities, businesses, schools, and law enforcement agencies – to shape a safer future together.

Our full-service, maintenance-free technology solution is trusted by more than 4,000 communities across the country to help solve and deter crime in the pursuit of safer communities for everyone. Visit www.flocksafety.com for more info.



3

WHO DOES FLOCK SAFETY SERVE?

Flock Safety serves HOAs, neighborhood associations, businesses, law enforcement agencies, schools, cities, counties, and states to provide them with the tools they need to increase the effectiveness of their public safety efforts, target crime efficiently and objectively, and help provide the information police need to stop crime.

4

WHERE IS FLOCK SAFETY LOCATED?

There are thousands of Flock Safety communities across the U.S. We can service customers almost anywhere across the U.S. with our local teams strategically located in cities across the country. Flock Safety is headquartered in Atlanta and has over 700 employees across the U.S.

5

WHAT IS THE FLOCK SAFETY FALCON®?

The Flock Safety Falcon® is a solar-powered, motion-activated, and infrastructure-free camera that leverages Flock's proprietary Vehicle Fingerprint® technology to identify and take a snapshot of the critical details of a vehicle that passes by it.

The Flock Safety Falcon® captures the make, vehicle type, color, license plate (full, partial, or missing), state of the license plate, and the vehicle's unique features, including damage and after-market alterations.

They are connected to the cloud through LTE, like a mobile phone, and perform 24/7 in any weather.

Flock Safety LPR cameras leverage the FBI's National Crime Information Center (NCIC) federal and state hotlist, which are updated at least every 24 hours, to send real-time alerts to nearby law enforcement officers when a wanted or stolen vehicle is detected. Officers can then verify that information with their dispatch to safely make arrests and recover stolen property.

They also integrate with the National Center for Missing and Exploited Children's AMBER Alert database to help locate missing individuals, and can be used in the event of a Silver Alert in the same capacity.



6

WHAT MAKES FLOCK SAFETY LPR UNIQUE?

While traditional automated license plate reading (LPR) cameras are an effective crimefighting option, they are also extremely expensive. The \$10,000-\$40,000 price tag is unrealistic for many of Flock Safety's customers.

As a more affordable option, Flock Safety cameras employ best-in-class LPR and machine learning technology. Flock cameras have an intentionally short shutter speed, which allows the camera to start taking pictures in less than a tenth of a second following vehicle motion sensing and to capture multiple frames of a car traveling up to 75 MPH.

The camera's infrared captures highly-accurate, clear images day or night. The machine learning allows the camera to capture vehicle information beyond the license plate — valuable evidence like vehicle make, type, color, and unusual characteristics.

In side-by-side tests, Flock Safety technology consistently performs above competitors. In a study conducted by a neutral law enforcement agency, Flock Safety produced 30% more accurate reads than the competition.

Additionally, Flock Safety LPR is infrastructure-free, powered by solar and connected through LTE. The flat annual fee covers installation, maintenance, data, security, and customer service.

Lastly, Flock Safety is in the top echelon of the industry for privacy, transparency, and security. Flock Safety data will never be shared without permission, sold to third parties, or used for unpaid fines, unauthorized viewing outside of a legitimate crime-related event, or kept in a library. The footage is fully encrypted and stored in the cloud. All footage is deleted after 30 days on a rolling basis, unless a democratically-elected governing body or official legislates a different retention period.

7

HOW DOES FLOCK SAFETY'S LPR HELP PROMOTE TRANSPARENCY AND OBJECTIVITY IN POLICING?

Flock Safety technology is purpose-built to remove human bias from crime-solving. The LPR cameras and machine learning technology are engineered to capture vehicle characteristics, types, and license plates, which are then checked against state and federal records to ensure accuracy and minimize errors.

The LPR cameras take still images of cars passing through the lens (not video) and cannot follow or track vehicles once they leave the camera's view.

Flock Safety DOES NOT record names, phone numbers, or addresses and doesn't mark specific locations where people have been. There is no capability in the system to mark or annotate the locations of passersby.

Finally, Flock Safety is built to enable and encourage transparency, with several features that create robust audit capability. Both private and law enforcement customers must enter a reason for each search made through the Flock Safety system. That search history can be easily displayed for a community or law enforcement leadership to see what the Flock system has been used for.



Flock Safety has also created the first free, optional LPR Transparency Portal to serve as a hub for a police agency's LPR usage, data retention, and search policies. Any law enforcement customer can access the LPR Transparency Portal.

Flock Safety is committed to building technology, tools, and a team that treats all people equitably, regardless of race, ethnicity, class, background, and orientation. We believe that everyone has a right to public safety.

8

WHAT IS THE FLOCK SAFETY RAVEN® AUDIO SENSOR?

The Flock Safety Raven® is an audio detection device that pairs with the Flock Safety Falcon® LPR camera for law enforcement who want to decrease response times and increase case clearance.

Unlike single-point gunshot detection and traditional LPR, which segment evidence into silos, the Flock Safety Raven® recognizes the sound of gunshots, immediately calls 911, and consolidates actionable LPR and audio evidence into one streamlined system so first responders can save lives and collect crucial evidence that solves crime.

9

HOW DOES THE FLOCK SAFETY RAVEN® WORK?

The Flock Safety Raven® provides law enforcement agencies an affordable, infrastructure-light option for gunshot detection. It wakes when it detects a gunshot and is connected to a Flock Safety Falcon® LPR camera, activating the camera when it detects a crime in progress to capture the vehicle(s) on scene, and helping police build a more robust case.

The Flock Safety Raven® is solar and LTE-powered and can be deployed to mirror the structure of your community.

10

DOES THE FLOCK SAFETY RAVEN® CAPTURE PERSONAL INFORMATION?

No. The Flock Safety Raven® is intended to capture loud sounds indicative of a crime in progress, not human voices or conversations. The audio clip is only a few seconds long, not long enough for any meaningful portion of identifiable audio to be captured. Sounds and data collected by the Flock Safety Raven® are subject to the same privacy and security standards as that of Flock Safety LPR devices.

Privacy Commitment

Let's defeat crime together.

Our commitment to **protecting the whole community**

Flock Safety helps thousands of cities prevent and eliminate crime with technology that captures objective evidence and delivers it into the hands that serve and protect. In our pursuit of a safer society, we place our commitment to protecting individual privacy and mitigating bias at the core of every policy and product we develop.

WE FOCUS ON PROTECTING PRIVACY AND ENABLING ACCOUNTABILITY

- Flock devices only capture objective evidence, whether vehicular, audio, or video. Flock does not enable predictive policing.
- Flock devices do not connect to databases to identify name, identifiers, addresses, or other information about people.
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user.
- Customers own 100% of all data captured on our devices. We never share or sell data with third parties.
- All images and metadata are encrypted in the cloud for maximum security compliance.
- Flock has created the first LPR Transparency Portal, provided to customers optionally for free, to document LPR usage, policies, and ROI for their community.



Flock Safety + CA - City of Duarte

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jesse Mund
jesse.mund@flocksafety.com
7138996379

Created Date: 08/01/2024
Expiration Date: 08/31/2024
Quote Number: Q-76423
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1600 Huntington Dr Duarte, California 91010

Ship To: 1600 Huntington Dr Duarte, California 91010

Billing Company Name: CA - City of Duarte

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: 50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$39,000.00
Flock Safety Flock OS			
FlockOS TM - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	12	Included
Solar Falcon ® LR	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$150.00	10	\$1,500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00
Professional Services - Solar Implementation Fee	\$0.00	1	\$0.00

Subtotal Year 1: \$40,800.00

Annual Recurring Subtotal: \$39,000.00

Discounts: \$9,750.00

Estimated Tax: \$0.00

Contract Total: \$79,800.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$21,300.00
At First Device Installed	\$9,750.00
At Last Device Installed	\$9,750.00
Year 2	\$39,000.00
Contract Total	\$79,800.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$4,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$5,750.00

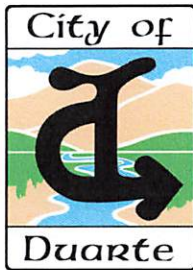
Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



AGENDA REPORT

MEETING DATE: October 22, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Notice of Completion: Beardslee Park Restroom Replacement Project, Site Work (24-10)

RECOMMENDATION: Staff recommends City Council 1) authorize the Notice of Completion for the Beardslee Park Restroom Replacement Project, Site Work, in the amount of \$164,643 and 2) approve a budget amendment in the amount of \$164,643.

FISCAL IMPACT: Project budgeted not to exceed \$164,755 in FY 2023/24; however, work commenced and was completed in FY 2024/25, requiring a budget amendment for the project's total cost of \$164,643 (100-1610-8100).

BACKGROUND

At the May 14, 2024, City Council Meeting, the Council awarded the contract for the Beardslee Park Restroom Replacement Project, Site Work (24-10), to Golden Sun Enterprise, Inc. in the amount of \$149,777, in addition to a ten percent contingency, to demolish the restroom building in the park-site, prepare the foundation/pad, pull wire, complete all final tie-ins to the electrical panel, and make all final plumbing connections to the prefabricated restroom building purchased through Public Restroom Company.

The Beardslee Park Restroom Replacement project, which began in late August, proceeded smoothly overall. However, before the prefabricated restroom could be installed, the manufacturer requested that Golden Sun Enterprise raise the foundation pad by an additional six inches to ensure proper drainage for sewer connectivity. This led to a change order for extra materials, labor, and paving for the entry path to the building.

RECOMMENDATION

Staff recommends City Council 1) authorize the Notice of Completion for the Beardslee Park Restroom Replacement Project, Site Work, in the amount of \$164,643 and 2) approve a budget amendment in the amount of \$164,643.

FISCAL IMPACT

Project budgeted not to exceed \$164,755 in FY 2023/24; however, work commenced and was completed in FY 2024/25, requiring a budget amendment for the project's total cost of \$164,643 (100-1610-8100).

ATTACHMENTS

1. Notice of Completion

RECORDING REQUESTED BY:

CITY OF DUARTE

WHEN RECORDED MAIL TO THIS ADDRESS:

**CITY CLERK
CITY OF DUARTE**

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or AGENT of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The full name of the OWNER is: **CITY OF DUARTE**
3. The full address of the OWNER is: **1600 Huntington Dr. Duarte, CA 91010**
4. The nature of the interest or estate of the undersigned is: (i.e., In Fee.) **Fee**
5. A work of improvement on the property hereinafter described was COMPLETED on **September 19, 2024.**
6. The work of improvement completed is described as follows: **Beardslee Park Restroom Replacement Project Site Work**
7. The name of the original contractor, if any, for such work of improvement is: **Golden Sun Enterprise, Inc.**
8. The street address of said property is: **2000 Buena Vista St.**
9. The property on which said work of improvement was completed is in the City of Duarte, County of LOS ANGELES, State of CALIFORNIA, and is described as follows: **The removal of the existing restroom and preparation of the site for the installation of a prefabricated restroom building.**

CITY OF DUARTE

Signature of Owner or agent: **Brian Villalobos, City Manager**

VERIFICATION

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that I am the **City Manager of the City of Duarte** of the aforesaid interest or estate in the property described in the above Notice, that I have read the said Notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ at Duarte, California

Brian Villalobos, City Manager



AGENDA REPORT

MEETING DATE: October 22, 2024
TO: Mayor and Members of the City Council
FROM: Larry Breceda, Director of Public Safety
BY: Aida Torres, Crime Prevention Specialist
SUBJECT: Red Ribbon Week Proclamation
RECOMMENDATION: The Public Safety Department recommends that the City Council issue a proclamation recognizing October 23-31, 2024, as National Red Ribbon Week and supporting the campaign to promote drug prevention within the community.
FISCAL IMPACT: This project was included in the FY 2024-25 Budget

BACKGROUND

The City of Duarte Public Safety Department seeks to proclaim the week of October 23-31, 2024, as National Red Ribbon Week and adopt the National Red Ribbon Week campaign theme, "Life is a Movie, Film Drug Free"™. This annual campaign emphasizes the importance of drug prevention and encourages youth and families to commit to living drug-free.

The Duarte Public Safety Office will conduct its annual Red Ribbon Week Campaign, engaging all Duarte youth in a series of special events to join the national Red Ribbon Celebrations. Red Ribbon Week, the largest drug prevention program in the country, serves to educate young people on the dangers of drug use while promoting a drug-free lifestyle. The program's mission is to inspire a nationwide commitment to staying drug-free, uniting communities, schools, and law enforcement in the shared goal of protecting youth from the risks of substance abuse.

DISCUSSION/ANALYSIS

The Duarte Public Safety Department has organized several impactful events during Red Ribbon Week, which runs from October 23 to October 31:

1. Red Ribbon Week March

On Saturday, October 26, 2024, at 9:00 a.m., youth and their families will participate in a march to take a stand against drugs, starting at the Duarte Teen Center and continuing down Huntington Drive, accompanied by public safety personnel. The march will symbolize the community's united commitment to drug prevention. Volunteers will decorate Huntington Drive from Mountain Avenue to Encanto Parkway with red ribbons to mark the occasion. The march will be followed by an interactive drug awareness workshop, concluding at 1:00 p.m. The first 50 participants will receive a free event T-shirt.

2. Citywide Art Contest

The Duarte Public Safety Department, in partnership with Duarte Unified School District and Foothill Oaks Academy, will host a citywide art contest for students from 1st to 12th grade. Participants will be divided into four categories, with winners receiving cash prizes. The contest is designed to promote creativity and raise awareness about the importance of living drug-free, with the youth playing an active role in the campaign.

RECOMMENDATION

The Public Safety Department recommends that the City Council issue a proclamation recognizing October 23-31, 2024, as National Red Ribbon Week and supporting the campaign to promote drug prevention within the community.

FISCAL IMPACT

This project was included in the FY 2024-25 Budget

ATTACHMENTS

A. Event Flyer



OCTOBER 23-31, 2024

Red Ribbon Week March

Saturday, October 26
9AM - 1 PM

Duarte Teen Center
1400 Buena Vista St.
Duarte, CA 91010

Sat. October 26 • 9am to 1pm
Duarte Teen Center
Free T-Shirt!
For the first 50 persons and lunch



First Place \$50
Second \$30
Third \$20
One set of winners
per category



For questions contact Aida Torres
(626) 359-5671 ext. 316
or A2Torres@lasd.org

Art Contest!

Create your own Red Ribbon Week Theme and depict through your own artistic representation

Enter any original art project: poem, short story, comic book, painting, mosaic, video, etc.

Contestants are grouped by grades: 1st-3rd, 4th -5th, 6th-8th, 9th-12th
Depict this year's theme "Life is a Movie, Film Drug Free"

All Entries due Friday, November 1 by 6:00 p.m. via email at a2torres@lasd.org or in person Duarte Sub Station 1042 Huntington Drive by 4:00 p.m.



 **City of Duarte**



SPONSORED BY:





PROCLAMATION

RED RIBBON WEEK

WHEREAS, the National Federation of Parents and Californians for Drug-Free Youth, Inc., encourages local communities to put forth efforts to combat drug abuse throughout Red Ribbon Week and year-round; and

WHEREAS, Californians for Drug-Free Youth, Inc., a Statewide parent and community organization, and the California Department of Alcohol and Drug Programs are co-sponsoring "Red Ribbon Week" from October 23 -31, 2024; and

WHEREAS, government agencies, schools, law enforcement, churches, hospitals, businesses, service organizations, and individuals will project their commitment to a drug-free healthy life by wearing red ribbons throughout this week-long campaign; and

WHEREAS, the City of Duarte commits its resources to ensure the success of the Red Ribbon Campaign in cooperation with Duarte Unified School District, Temple Sheriff's Station, local businesses, local service clubs, and all community groups; and

WHEREAS, the City of Duarte adopts "Life is a Movie. Film Drug-Free. ™" as our theme for this year's campaign to commit to healthy, drug-free lives;

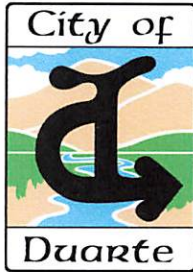
NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims October 23 - 31, 2024 as RED RIBBON WEEK in the City of Duarte and encourages all citizens of Duarte to participate in drug awareness activities, making a visible statement that we are firmly committed to healthy lives.

Vinh Truong, Mayor

ATTEST:

Annette Juarez, City Clerk





AGENDA REPORT

MEETING DATE: October 22, 2024
TO: Mayor and Members of the City Council
FROM: Manuel Enriquez, Director of Parks & Recreation
SUBJECT: Compensation Amount Increase for Temporary Services Agreement – Interim Recreation Supervisor, Senior Center
RECOMMENDATION: It is recommended that the City Council approve an additional \$5,400 in the compensation amount allocated for the temporary services agreement with Retired Annuitant Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.
FISCAL IMPACT: Funds are available and budgeted for in FY 2024/25, under Senior Center Salaries (100-1605-7016).

BACKGROUND

At the June 25, 2024, City Council Meeting, the Council authorized the City Manager to enter into an agreement for temporary services with Retired Annuitant Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center while the recruitment process was underway and until the vacant position was permanently filled.

DISCUSSION/ANALYSIS

The original compensation amount, not to exceed \$23,608, indicated in the agreement for Mrs. Diamond's temporary services was based on staff's best estimate at the time, as to when the new Recreation Supervisor for the Senior Center would begin. However, that estimated date has been pushed back a bit to allow for the incoming supervisor to close out their professional and personal commitments accordingly, prior to starting in Duarte. Thus, the need to retain Mrs. Diamond's service through the duration of October 2024 is necessary and will continue to ensure programming and services are adequately organized and supervised at the Center until the new recreation supervisor embarks on their tenure with the City.

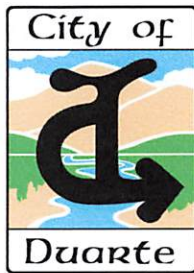
The agreement amount increase still falls under the California Public Employee Retirement System (Cal PERS) requirements including not exceeding 960 hours in a fiscal year.

RECOMMENDATION

It is recommended that the City Council approve an additional \$5,400 in the compensation amount allocated for the temporary services agreement with Retired Annuitant Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

FISCAL IMPACT

Funds are available and budgeted for in FY 2024/25, under Senior Center Salaries (100-1605-7016).



AGENDA REPORT

MEETING DATE: October 22, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Jason Golding, Planning Manager
Karen Warner, Housing Consultant

SUBJECT: Municipal Code Amendment (MCA) 24-02 - a City-initiated request to establish an Affordable Housing Overlay Zone by adding Chapter 19.26 to the Duarte Development Code

RECOMMENDATION: It is recommended that the City Council approve Municipal Code Amendment 24-02 by introducing Ordinance No. 927 that will add Chapter 19.26 Affordable Housing Overlay Zone to the Duarte Development Code

FISCAL IMPACT: No Impact

BACKGROUND

The proposed code amendment would add a new chapter (19.26) to the Duarte Development Code that establishes an Affordable Housing Overlay (AHO) zoning designation (Attachment A). The overlay zone intends to incentivize development of affordable and mixed income housing on designated sites as identified within the City’s 2021-2029 Housing Element. By adopting this Amendment, the City would continue to implement the policies and objectives of the adopted Housing Element and work towards meeting State-mandated housing requirements.

As required by State law, the Housing Element of the General Plan must be updated every eight years. The City of Duarte submitted the 2021-2029 Housing Element to the State and was one of the earliest cities to receive State certification. The City Council adopted the new Housing Element on January 11, 2022. The Housing Element includes a total of 22 programs for implementation during the eight-year planning period, including several programs involving amendments to the Duarte Development Code to help facilitate the construction of affordable housing. One of the programs required to be implemented is the adoption of an AHO. The Housing Element identifies the following four (4) Opportunity Sites for designation with the AHO, offering increased densities and other incentives to developers that provide affordable housing as part of a development project (refer to Attachment B for more detailed descriptions and photographs of the Opportunity Sites):

- Opportunity Site 7: 1214 Elmhurst Avenue and 2150-2200 Huntington Drive
- Opportunity Site 8: 2400-2422 Huntington Drive

- Opportunity Site 9: 1806-1812 Mountain Avenue
- Opportunity Site 10: 1900 Buena Vista Street

On September 16, 2024, the Planning Commission held a duly noticed public hearing unanimously and approved PC Resolution 24-08 recommending that the City Council adopt Municipal Code Amendment 24-02 adding Chapter 19.26 (Affordable Housing Overlay Zone) to Article 2 (Zones, Allowable Uses and Development Standards) of the Duarte Development Code and thereby establishing definitions, requirements, and regulations to implement the Duarte Housing Element.

DISCUSSION/ANALYSIS

The proposed AHO will implement a key program in the City's adopted Housing Element designed to help the City address its regional housing needs for low and moderate income households. The overlay would layer on top of the base zoning regulations, leaving in place the option to develop under the base zoning, but providing the opportunity to develop to a greater density in exchange for the provision of affordable units.

To qualify for incentives under the AHO, development projects must meet the following affordable housing requirements:

- Opportunity Site 7: At least 50% of units must be provided at an affordable housing cost to very low, low or moderate-income households
- Opportunity Site 8, 9 and 10: 100% of housing units (with the exception of a manager's unit), must be provided at an affordable housing cost to very low or low-income households

Property owners within the AHO choosing to meet the above affordability requirements are eligible for the following incentives:

- Increased densities of 30 units/acre¹
- Increased height limits of up to 50 feet, or four stories
- Reduced building setbacks and open space requirements similar to those in the Duarte Town Center Specific Plan
- Reduced parking standards consistent with State density bonus law
- Ministerial processing subject to the Development Standards specified in the AHO and General Development Standards provided in Chapter 19.32 of the Duarte Development Code

In addition, in order to encourage lot consolidation on Opportunity Sites 7 and 8 which consist of multiple, privately-owned parcels, projects which assemble a minimum 40,000 square foot parcel will be provided increased densities of up to 40 units per acre.

Opportunity Site 9 (1806-1812 Mountain Avenue) is comprised of two adjacent City-owned vacant parcels totaling approximately 1/3 acre in size. As indicated in the Housing Element, this

¹ Property owners providing 100% lower income affordable units under the AHO are automatically eligible for an 80% density increase under State Density Bonus Law, or up to 54 units per acre.

City property could be developed by itself under the AHO, but assembly with the three adjacent single-family properties to the east would create a larger development site of approximately 3/4 acres and greatly increase the development yield. In order to create a more viable development site, staff is recommending the inclusion of 1803, 1809, and 1815 Citrus View Avenue within the AHO for Opportunity Site 9 (Attachment C).

ENVIRONMENTAL

On January 11, 2022, the City Council adopted the 2021-2029 Housing Element and associated Negative Declaration determining that the Housing Element was consistent with the General Plan and the related General Plan changes could not have a significant effect on the environment. The proposed modification to the Duarte Development Code constitutes the implementation of the policies within the adopted Housing Element. Therefore, the amendment is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183, as it is consistent with General Plan policies encompassed in the Environmental Impact Report prepared for the General Plan, and applicable to the City Council's adoption of the 2021-2029 Housing Element on January 11, 2022 and associated Negative Declaration. Furthermore, this amendment is exempt per the State CEQA Guidelines Section 15061 (b)(3) common sense exemption that applies to projects which do not have the potential for causing a significant impact on the environment. This amendment includes programs and policies that are part of the required Housing Element update that would not cause a significant impact on the environment and are consistent with the Negative Declaration that has already been adopted by the City. For these reasons, no further environmental review is required.

RECOMMENDATION

It is recommended that the City Council approve Municipal Code Amendment 24-02 by introducing Ordinance No. 927 that will add Chapter 19.26 Affordable Housing Overlay Zone to the Duarte Development Code.

FISCAL IMPACT

No Impact.

ATTACHMENTS

- A. Ordinance No. 927
- B. Housing Element AHO Opportunity Sites
- C. Recommended properties for inclusion in Opportunity Site 9

ORDINANCE NO. 927

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING MUNICIPAL CODE AMENDMENT 24-02, AMENDING ARTICLE 2 BY ESTABLISHING AN AFFORDABLE HOUSING OVERLAY ZONE BY ADDING CHAPTER 19.26 TO THE DUARTE DEVELOPMENT CODE

WHEREAS, numerous laws regarding the regulation and use of housing were passed by the State in the past few years to facilitate the construction and placement of affordable and assisted housing; and

WHEREAS, the Duarte Housing Element identifies housing needs in the community and programs to achieve the housing goals, policies, and objectives of the City; and

WHEREAS, on January 11, 2022, the 2021-2029 Housing Element of the General Plan, and associated Negative Declaration, were adopted by the City Council and subsequently approved by the State of California; and

WHEREAS, the 2021-2029 State-approved Housing Element identified housing opportunity sites and included programs to incentivize the development of affordable housing units, one of which was the creation of an Affordable Housing Overlay (AHO) Zone, which would require an amendment to the Duarte Development Code; and

WHEREAS, the addition of Chapter 19.26 to the Duarte Development Code, creating an Affordable Housing Overlay (AHO) Zone, has been prepared to incentivize the development of affordable housing, in the manner described in the 2021-2029 Housing Element; and

WHEREAS, Chapter 19.142 of the Duarte Development Code requires Planning Commission and City Council consideration of Development Code Amendments subject to certain findings; and

WHEREAS, on September 16, 2024, the Planning Commission held a duly noticed public hearing and unanimously approved PC Resolution 24-08 recommending that the City Council adopt Municipal Code Amendment 24-02 adding Chapter 19.26 (Affordable Housing Overlay Zone) to Article 2 (Zones, Allowable Uses and Development Standards) of the Duarte Development Code and thereby establishing definitions, requirements, and regulations to implement the Duarte Housing Element; and

WHEREAS, the City Council has considered the proposed Municipal Code Amendment 24-02, an amendment to Article 2 by adding Chapter 19.26, Affordable Housing Overlay (AHO) Zone to the Duarte Development Code;

WHEREAS, notice of a public hearing on the proposed amendment was given in accordance with applicable law; and

WHEREAS, on October 22, 2024, the City Council held a duly noticed public hearing on the Municipal Code Amendment, whereupon the City Council received additional public testimony; and

WHEREAS, the City Council received and considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

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. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds

and determines that the findings for Development Code Amendments have been made, as set forth in Duarte Development Code Section 19.142.060:

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

The amendment implements the goals, objectives, and programs included within the State-approved Housing Element and is consistent with the City's General Plan.

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

The amendment revises the Duarte Development Code to be consistent with the Housing Element and to comply with recently approved housing laws at the State level. Taken as a whole, the amendments will incentivize the construction of affordable housing; redevelop underutilized, underdeveloped, and economically obsolescent properties; and promote the acquiring and assembling of smaller parcels into larger development sites. This amendment is in the public interest and is consistent with the goals of the City's Housing Element.

- c. The proposed amendment is internally consistent with applicable provisions of this Development Code.

The amendment to the Duarte Development Code involves the addition of a Chapter 19.26 (Affordable Housing Overlay Zone) which will provide definitions, requirements, and regulations to implement the Duarte Housing Element. Chapter 19.26 was written to incorporate both State-mandated requirements and to coordinate with affected zoning districts and development regulations to ensure internal consistency within the Duarte Development Code.

SECTION 3. The City Council and determines that the proposed Municipal Code Amendment is in the best interests and welfare of the City and its residents.

SECTION 4. The City Council recommends that Chapter 19.26 be added to Article 2 of the Duarte Development Code as shown in Exhibit A.

SECTION 5. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183, it has been determined that the project is exempt, as it is consistent with General Plan policies encompassed in the Environmental Impact Report prepared for the General Plan, and applicable to the City Council's adoption of the 2021-2029 Housing Element on January 11, 2022 and associated Negative Declaration. The project is consistent with the General Plan and the Housing Element and does not present any new unanalyzed potentially significant environmental impacts. Furthermore, the amendment is exempt pursuant to CEQA Guidelines Section 15061 (b)(3), which refers to the common sense exemption that applies to projects where it can be seen with certainty that there is no possibility that the activity may have a significant impact on the environment. It can be seen with certainty that the Municipal Code amendments propose no activity that may have a significant effect on the environment, or a reasonably foreseeable indirect physical change in the environment. The foregoing determination, which reflects the independent analysis and independent judgment of the City Council, is based on the information in the record.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 22nd day of October 2024.

Vinh Truong, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 924 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 22nd day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:

Annette Juarez
City Clerk

Exhibit “A”

Chapter 19.26

Affordable Housing Overlay Zone

Sections:

Section 19.26.010	Purpose
Section 19.26.020	Definitions
Section 19.26.030	Applicability
Section 19.26.040	Affordable housing requirement
Section 19.26.050	Development Standards
Section 19.26.060	Lot Consolidation Incentives
Section 19.26.070	Process

19.26.010 Purpose

The Affordable Housing Overlay (AHO) Zone is established to implement the housing goals set forth in the Housing Element of the General Plan. As a part of the strategy to encourage and promote affordable housing, specific locations in the city have been designated with the AHO, offering increased densities and other incentives to developers that provide affordable housing as a part of development projects. To qualify, projects must restrict housing units to certain income levels as further described in the Chapter. The AHO may be applied by itself or in combination with a State Density Bonus to provide density bonuses beyond those allowable under State Density Bonus Law. Sites developed under the AHO will be higher density, will be well integrated into the existing neighborhood, will be designed with similar development standards to ensure compatibility and a consistent quality of life, and will incorporate creative techniques to ensure a positive sense of place.

This Chapter is applicable to mixed income and affordable housing developed in the AHO. All other development shall be subject to the underlying zoning designation.

19.26.020 Definitions

- A. "Affordable housing cost" means the total housing costs paid by a qualifying household, which shall not exceed the specified fraction of their gross income as specified in California Health and Safety Code Section 50053 and 50052.5.1.
- B. "Affordable housing unit" means a dwelling unit within a residential development which will be reserved for sale or rent to, and is made available at an affordable rent or affordable ownership cost to, very low, low, or moderate-income households.
- C. "Household income levels: very low, low and moderate" means households whose gross incomes do not exceed the qualifying very low, low and moderate income limits established in Section 6932 of the California Code of Regulations, and amended periodically based on the U.S. Department of Housing and Urban Development (HUD) estimate of median income in the County of Los Angeles Primary Metropolitan Statistical Area, and as adjusted by the State Department of Housing and Community Development (HCD). Pursuant to Code Sections 6926, 6928 and 6930, these income limits are approximately as follows, subject to variations for household size and other factors:
 - 1. Very low income household: 0-50% of area median income, adjusted for household size appropriate for the unit and other factors determined by HUD
 - 2. Low income household: 50-80% of area median income, adjusted for household size appropriate for the unit and other factors determined by HUD
 - 3. Moderate income household: 80-120% of area median income, adjusted for household size appropriate for the unit and other factors determined by HUD

- D. “Ministerial processing” or “ministerial approval” means a process for development approval involving little or no discretion or personal judgment by the public official as to the wisdom or manner of carrying out the project, whereby the public official merely ensures that the development project meets all the standards set forth in this part.
- E. "State Density Bonus" means an increased residential density of between 20 to 80 percent over the maximum General Plan density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of very low, low and/or moderate income dwelling units, as defined by California Government Code Section 65915 through 65918 (refer to Chapter 19.64 of the Duarte Development Code).

19.26.030 Applicability

The 2021-2029 Housing Element of the City of Duarte General Plan identifies the following Opportunity Sites for designation with the Affordable Housing Overlay (AHO), as depicted in Figure 1 of the Housing Element:

- A. 1214 Elmhurst Avenue & 2150-2200 Huntington Drive (Opportunity Site 7). This site on the southeast corner of Elmhurst Avenue and Huntington Drive includes five underutilized properties, which if assembled would provide a 1.8-acre development site. A part or all of these properties may be developed under the AHO, with greater incentives for assembly of a minimum 40,000 square foot parcel, as specified under Section 19.26.060.
- B. 2400-2422 Huntington Drive (Opportunity Site 8). This site includes two vacant Housing Authority owned properties (2400-2402 Huntington Drive) envisioned to be assembled with the four underutilized properties to the east to create a larger, 1.4-acre parcel. A part or all of these properties may be developed under the AHO, with greater incentives for assembly of a minimum 40,000 square foot parcel, as specified under Section 19.26.060.
- C. 1806-1812 Mountain Avenue (Opportunity Site 9); and 1803, 1809, and 1815 Citrusview Avenue. This site is comprised of two adjacent City-owned vacant parcels with a total area of 15,300 square feet. This City property could be developed by itself under the AHO, but assembly with the three adjacent single-family properties to the east would greatly increase the development yield. For this site, this Chapter is being expanded to include the three easterly adjacent parcels described above, which include 1803, 1809, and 1815 Citrusview Avenue.
- D. 1900 Buena Vista Street (Opportunity Site 10). This 4.3-acre site is developed with the Duarte Park Apartments that includes 100 units deed restricted as affordable to very low income seniors. The site has a lot coverage of just 35%, providing significant additional infill opportunity on the site’s open space and parking areas. Designation of this site with the AHO will allow it to develop at the base Overlay density of 30 units/acre, plus an automatic 80% density bonus to 54 units/acre under State Density Bonus Law. Alternatively, the addition of affordable senior housing would make the site eligible for Duarte’s senior housing density bonus, allowing the City Council discretion to double the R-4 base density of 28 units/acre to 56 units/acre.
- E. Properties within the AHO may, but are not required to, utilize the rules and regulations of this chapter.

19.26.040 Affordable housing requirement

To qualify for the increased density and other incentives under the AHO, a development project must include the following deed restricted affordable housing units:

- A. Opportunity Site 7 (1214 Elmhurst Ave & 2150-2200 Huntington Drive). At least 50% of housing units shall be developed, offered to, and rented or sold to very low, low or moderate-income households at an affordable housing cost as defined in Section 19.26.020. The percentage of affordable units shall be calculated as a percentage of the total number of units in a project, exclusive of any units granted under State Density Bonus Law.
- B. Opportunity Site 8 (2400-2422 Huntington Drive), Opportunity Site 9 (1806-1812 Mountain Avenue & 1803, 1809, and 1815 Citrus View Avenue), and Opportunity Site 10 (1900 Buena Vista Street). 100% of housing units (with the exception of a manager’s unit),

shall be developed, offered to, and rented or sold to very low or low-income households at an affordable housing cost as defined in Section 19.26.020.

- C. Prior to issuance of any building permit, the applicant shall execute an agreement with the City in a form acceptable to the City Attorney ensuring the continued affordability of the affordable units for a period of not less than 55 years.

19.26.050 Development Standards

The development standards that apply to a project seeking approval under the AHO are as follows:

- A. Density. A project seeking approval under the AHO shall be allowed a density of up to 30 units per acre, with a minimum required density of 20 units per acre. Property owners providing 100% lower income affordable units under the AHO are automatically eligible for an 80% density increase under State Density Bonus Law, or up to 54 units per acre.
- B. Building Height. The maximum building height for any building or structure included in a project seeking approval under the AHO shall be no taller than 50 feet, or four stories. Buildings taller than three stories fronting on public streets shall include building height modulation to reduce building scale at the street edge. Any and all stories above the third story shall maintain an average setback of at least 12 feet from the front property line.
- C. Building Setbacks.
 - 1. Front Setback – 10 feet minimum
 - 2. Side Setback – 5 feet minimum
 - 3. Rear Setback – 10 feet minimum
- D. Open Space. The required minimum amount of open space shall be 125 square feet per residential unit. The minimum open space may be met through a combination of common, private, and/or quasi-public open space provided on site. All required open space shall be usable.
- E. Off-Street Parking. Unless modified herein, the parking requirements in the underlying zoning designation of the property shall apply. All fractional units shall be rounded up to the nearest whole number. The parking requirements for each affordable unit provided shall be as follows:
 - 1. Studio and One-bedroom units – 1 parking space
 - 2. Two and Three-bedroom units – 1.5 parking spaces
 - 3. Four-bedroom units – 2.5 parking spaces
 - 4. A senior citizen housing project as defined in Sections 51.3 and 51.12 of the Civil Code shall be required to provide no more than 0.5 parking spaces per dwelling unit.
- F. Conflict between AHO and City of Duarte Development Code. The AHO development standards specified in 19.26.050 are in addition to the objective development standards, pursuant to Chapter 19.122.040.D for the applicable zoning district in which a proposed project is located. Where a conflict between the AHO standards and other provisions of the City of Duarte Development Code exists, the provisions of this section shall govern.

19.26.060 Lot Consolidation Incentives

The following AHO sites are comprised of multiple, privately-owned parcels:

- 1214 Elmhurst Avenue & 2150-2200 Huntington Drive (Opportunity Site 7)
- 2400-2422 Huntington Drive (Opportunity Site 8)

For these two opportunity sites, projects which assemble a minimum 40,000 square foot parcel will be provided increased densities of up to 40 units per acre.

19.26.070 Process

Housing developments meeting the affordable housing requirements specified in 19.26.040 are a permitted use in the Affordable Housing Overlay zone and are processed ministerially subject to the Development Standards specified in 19.26.050 and General Development Standards provided in Chapter 19.32. Development in the Affordable Housing Overlay zone may also utilize the Planned Development Permit process in Chapter 19.118, but is not subject to the minimum site area specified in Chapter 19.118.020.B.

Opportunity Site 7 2150-2200 Huntington Drive



Site Acreage: 1.8 acres
Current Zoning: CG
Proposed Zoning:
Affordable Hsg Overlay
Net Unit Potential: 54
Affordable Units: 54

Site Description and Factors Supporting Development:
This site contains a mix of marginal commercial uses, 12 multi-family units, and a church, with buildings comprising just 30% of the lot area. Structures were built in the 1950s and 1960s, with improvement-to-land value ratios well under 1.0. Several of the property owners have expressed interest in selling their property for development. The City prefers to develop as a cohesive site including the deteriorating apartments on the corner, and possible inclusion of the church & parking lot, depending on the church's interest.

Opportunity Site 8 2400-2422 Huntington Drive



Site Acreage: 1.4
acres

Current Zoning: R-4

Proposed Zoning:
Affordable Hsg
Overlay

Net Unit Potential:
40

Affordable Units: 40

Site Description and Factors Supporting Development:

This site includes 2 City owned sites and just two other owners. The 2408/2414 property is an older (1956), poorly maintained commercial building and the 2416/2422 property is an auto repair in an older building (1958). As these properties have not been reassessed since 1984, their assessed value does not accurately reflect the buildings deteriorated condition or the increase in land value over the last 25+ years. The combination of available City property, just two other owners and the age and condition of the built properties make this a prime site for assembly and development. The AHO to be applied to this site will incorporate tiered incentives for larger lot sizes, thereby encouraging consolidation. The City's intent would be to provide financial assistance for development, but to also allow a phased development if this method advances development opportunity.

Opportunity Site 9 1806-1812 Mountain Avenue



Site Acreage: 0.35 acres

Current Zoning: R-1

Proposed Zoning:

Affordable Hsg Overlay

Net Unit Potential: 11

Affordable Units: 11

Site Description and Factors Supporting Development:

As part of the road widening for the Gold Line Station, Metro acquired these 2 parcels and subsequently transferred ownership to the City. With the Affordable Housing Overlay, these parcels could accommodate 11 units. There is also potential opportunity to combine this site with the 3 parcels to the east to create a larger development site. This City property could be developed by itself, but assembly with the three easterly properties would greatly increase the development yield and is a very viable development option, especially considering City participation with its property as assistance.

Opportunity Site 10 1900 Buena Vista Street



Site Acreage: 4.34
acres

Current Zoning: R-4

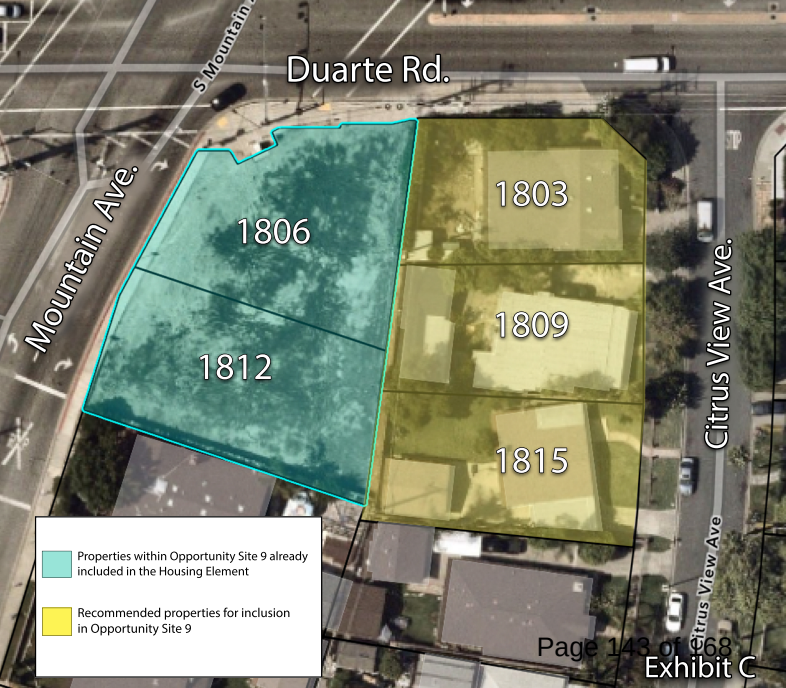
Proposed Zoning:
Affordable Hsg Overlay

Net Unit Potential: 30

Affordable Units: 30

Site Description and Factors Supporting Development:

This site is developed with the Duarte Park Apartments that includes 100 units deed restricted as affordable to very low income seniors. The for-profit owner recently extended the project-based Section 8 HAP contract on the project. The project is nearing 50 years in age and is in need of upgrading. The two open space areas identified on the aerial total $\frac{1}{2}$ acre, and could accommodate 30 units under Duarte's senior housing density bonus. The site has a lot coverage of just 35%, providing significant additional infill opportunity on the large open parking areas. Expansion would be easier because resident services are already available on site.



Duarte Rd.

S Mountain

Mountain Ave.

Citrus View Ave.

Citrus View Ave

1806

1812

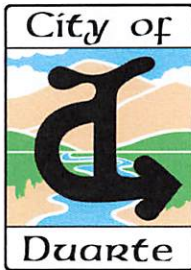
1803

1809

1815

Properties within Opportunity Site 9 already included in the Housing Element

Recommended properties for inclusion in Opportunity Site 9



AGENDA REPORT

MEETING DATE: October 22, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Professional Services Agreement with Western Audio Visual for the Replacement of Audio and Visual Equipment in the City Council Chambers/Community Center

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute this Professional Services Agreement with Western Audio Visual in the amount of \$101,876, plus a fifteen percent contingency, for the replacement of the audio and visual equipment in the City Council Chambers/Community Center.

FISCAL IMPACT: Funds of \$185,000 are budgeted and available for this project in FY 2024/25, under Other Capital Improvements (270-2705-8100).

BACKGROUND

The audio-visual (AV) system in the City Council Chamber, installed in 2015, is outdated and has faced numerous failures, including sound quality, video display issues, and reliability concerns. While the City's technology solutions independent contractor, Maxtreme Inc., and staff have done their best to find workarounds for the audio/visual and broadcasting functions over the years as the equipment has aged, the reality is that the average lifespan of technology equipment is about five to seven years. Updating the AV equipment in the City Council Chamber is essential for ensuring the City Council meetings and other public meetings and workshops run smoothly and provide clear audio and visual communication for both in-person attendees and those viewing remotely.

DISCUSSION/ANALYSIS

Given the complexities in the design and engineering of our existing AV equipment and broadcasting functions, City staff and Maxtreme Inc. embarked on investigating various audio-visual vendors that could provide a full-service, design and on-going maintenance, for replacement of our aging equipment while still incorporating certain pieces of equipment and work the City recently acquired and invested in. After consultation with some San Gabriel Valley Council of Government members, visiting and touring various recently updated Council Chambers, and completing reference checks, Western Audio Visual (WAV) was a clear standout given the extensive experience working with municipal AV projects, like recently in the cities of Cerritos,

Simi Valley, Glendora, and West Hollywood, and their ability to provide cost-effective solutions tailored to specific needs of our City Council Chamber.

The proposed AV upgrades project involves the design and engineering for the replacement of the display systems throughout the Chamber, a new Crestron signal distribution and switching system and control system, new audio system including transceivers and microphones, installation, testing, and a one-year service plan. The total cost for the replacement of the AV equipment is \$101,876.

If approved, the project would commence this December and be completed in time for the City Council's first regular meeting in the new year.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute this Professional Services Agreement with Western Audio Visual in the amount of \$101,876, plus a fifteen percent contingency, for the replacement of the audio and visual equipment in the City Council Chambers/Community Center.

FISCAL IMPACT

Funds of \$185,000 are budgeted and available for this project in FY 2024/25, under Other Capital Improvements (270-2705-8100).

ATTACHMENT

1. Professional Services Agreement with Western Audio Visual

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

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

1. RECITALS

The City wishes to engage the services of Consultant to provide the design, engineering, installation, and maintenance services for new audio and visual equipment in the City Council Chambers as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until January 13, 2026 or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore,

without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

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

4. MANAGEMENT

City's Director of Parks and Recreation shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Hailey Schellin, Account Executive, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$101,876.00 based on the Scope of Services set forth in Exhibit A.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such

additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its

designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

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

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys’ fees, costs, damages, losses, penalties, obligations, expenses, or liabilities (“**Claims**”) that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant’s negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys’ fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys’ fees and expert witness fees. Consultant’s duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant’s proportionate percentage of fault. Consultant’s percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is

incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

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

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

9. INSURANCE

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

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said

Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

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

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

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or

making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City:	City of Duarte 1600 Huntington Drive Attn: Director of Parks & Recreation 1600 Huntington Drive Duarte, California 91010
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If to Consultant:	Western Audio Visual Attn: Hailey Schellin 1592 North Batavia Street, Suite 2 Orange, CA 92867
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16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of

this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

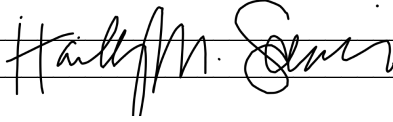
IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Consultant has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

City Manager

Date: _____

CONSULTANT



By: Hailey Schellin _____

Its: Account Executive _____

Date: 10/17/2024 _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____



Audio/Visual Equipment Replacement and Upgrade
for
City of Duarte

SCOPE OF WORK

General – Western A/V & Security (WAVS) will provide and install all necessary components to upgrade the Audio/Visual systems in the City of Duarte Community Room. After completion of the project, as-built documentation will be delivered. This includes all drawings, DSP programming, uncompiled source control code, and electronic copies of all user manuals. Training sessions will be provided to all necessary personnel.

Community Room:

Display System:

- WAVS will provide and install Four (4) 75" Samsung 4K displays in the Community Room.

Signal Distribution & Switching System:

All sources will be encoded and decoded using Video over IP technology. The following inputs (HDMI only) will be available to all displays in the Chamber:

- Mac Presentation Computer
- Lectern Laptop (HDMI Only)
- C-10 Wireless Presentation Gateway
- Apple TV
- Blu-Ray Player
- Spare Encoder

These sources above will be available to the following destinations:

- Dais Monitors
- Projector
- Podium
- Side Display Screen
- Front Display Screen
- Back Display
- Overflow to Community Room
- Presentation Feed to Broadcast

1592 North Batavia Street, Suite 2
Orange, CA 92867
Phone#: (714) 637-7272
Fax#: (714) 637-7330

www.wav1.com

12707 High Bluff Drive, Suite 200
San Diego, CA 92130
Phone#: (760) 438-1200
Fax#: (760) 438-0066



Audio System:

- WAVS will provide and install two (2) new Digital Signal Processor systems to handle all audio routing, echo cancellation, and audio processing. This system will allow for audio conferencing (SIP-based VoIP) as well as USB audio for the web-conferencing PC.
- WAVS will provide and install a total of twelve (12) new wireless 15" gooseneck microphones for each position in the dais, staff areas, and lectern. Local mute control switches are on the base of each microphone. WAVS will also install one (1) 24" gooseneck microphone at the lectern.
- WAVS will provide and install one (1) handheld microphone, one (1) bodypack microphone with lavalier microphone.
- WAVS will provide and install three charging stations for all wireless mics.
- WAVS will provide and install a 10-port managed AV switch to be segregated from the city network. This network will be commissioned by WAVS to meet the requirements of the DANTE audio network.
- Audio Control will be from Biamp Canvas File (Free Software, Programming Fees Included).

Control System:

- Provide and install one (1) 10.9" iPad with the Crestron Control application installed for the Clerk's position. This touchscreen will provide ease of control over the entire AV system. Control will include, but not be limited to; powering displays on and off, adjusting volume levels, control of microphone mute/levels, and matrix routing of AV sources.
- WAVS will install a virtual control panel on the Engineering Computer in the Control Room which will mirror the iPad controls.
- WAVS will provide and install an additional 40 port managed AV switch to be segregated from the city network. This network will be commissioned by WAVS to meet the requirements of the video & control network. A wireless access point will be installed for the iPad's connection to the AV network.
- WAVS will provide and install a network audio recorder to record meetings. A 256GB SD card is included and will be used for.

Miscellaneous:

- WAVS will provide all necessary cabling, extenders, connectors, and hardware to install a turn-key system in the Council Chamber.

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San Diego, CA 92130
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Fax#: (760) 438-0066



Exclusions from Project:

- Any electrical work requiring a C-10 license.
- Patching and painting of surfaces (unless damaged).

SERVICE/PREVENTATIVE MAINTENANCE:

As specified in the Proposal, WAVS has included one (1) Year of our Service & Preventative Maintenance contract within our base bid pricing. Western A/V & Security has also provided pricing for additional (optional) years of our standard Warranty & Preventative Maintenance contract.

Organization Name:

Printed Name & Title:

Signature:

Date:

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I. COVERAGE

Western Audio Visual, upon the receipt and acceptance of YOUR application, will repair or arrange for the repair of YOUR COVERED EQUIPMENT as necessary when such repair is due to a MECHANICAL OR ELECTRONIC BREAKDOWN OR FAILURE during the CONTRACT PERIOD. WAV agreement is subject to the satisfaction of all terms and conditions of this CONTRACT. All repairs and replacements will be with new or remanufactured parts and components as decided by Western Audio Visual.

II. WHAT IS COVERED

A. Parts Repair/Replacement: All parts for the COVERED EQUIPMENT are covered by this CONTRACT except as excluded by Article IV of this CONTRACT.

B. Labor for Repair: All labor for repairs of COVERED EQUIPMENT is covered under this CONTRACT, except as excluded by Article IV of this CONTRACT.

On-site service hours for this CONTRACT are from 8:00 a.m. to 5:00 p.m. PST Monday through Friday. We will provide on-site labor within 12 hours from the time of the original service call. Work must begin and end within these on-site service hours or telephone support hours, based on the service being provided. Work, which is performed outside these hours, is billable at \$180.00 per hour, door-to-door Monday through Friday and \$240.00 per hour Saturday and Sunday. By entering into this CONTRACT YOU agree to allow US to bill for On-site service provided outside On-site service hours and Telephone Support provided outside Telephone support hours at the corresponding rates as shown in this section. WE will request a purchase order or other form of payment guarantee for these billable services. If no payment guarantee is forwarded to US within seven days of OUR request, WE will bill YOU for this work without a payment guarantee and YOU agree to pay for these services without issuance by YOU of a payment guarantee.

C. Transportation of Parts and Equipment: WE will pay for transportation of COVERED EQUIPMENT from the EQUIPMENT LOCATION to OUR shop for repair. WE will pay transportation of equipment from the EQUIPMENT LOCATION or OUR shop to the manufacturer, if manufacturer repair is required. WE will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by OUR staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for two-day delivery. Expedited delivery is also available, upon request. If YOU wish to have the parts expedited, YOU agree to be billed for the cost difference between the two-day delivery and the expedited delivery.

D. Preventive Maintenance: This CONTRACT includes four preventive maintenance calls per year. A preventive maintenance call is defined as a field technician visiting the EQUIPMENT LOCATION to verify proper operation of the COVERED EQUIPMENT, install any factory provided hardware updates, cleaning the heads of tape decks, returning the equipment controls to the predetermined operating levels, converging video projectors for previously established input sources, clean filters and optics of projectors, reloading existing system operating software (if required), and correcting operating conditions that are not within industry standards for operation.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair or correction cannot be accomplished during the preventive maintenance call, another repair call will be scheduled to correct the noted condition.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this CONTRACT as noted in Article IV, WE will forward to YOU, either in written form or verbally, a description of the condition and a cost to repair.

E. Loaner Equipment: If service provided under this CONTRACT cannot bring certain types of equipment to satisfactory operating condition within four (4) working days, a loaner unit of comparable functionality will be provided at YOUR request. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, and videocassette recorders. Loaner equipment will only be provided within the limits of OUR non-allocated inventory. Loaner equipment will be provided at no cost to YOU. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or

integrated remote control systems or other components of the system. This CONTRACT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT based video projectors, LCD based video projectors, DLP based video projectors and LCD light valve video projectors shall be considered interchangeable as loaner equipment. YOU agree to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

III. YOUR OBLIGATIONS DURING THE CONTRACT

A. Equipment Maintenance and Alteration: YOU must provide US with unrestricted access to the COVERED EQUIPMENT for scheduled preventive maintenance visits. YOU may not alter the wiring interconnections of COVERED EQUIPMENT. YOU may not alter or modify the COVERED EQUIPMENT. YOU may not alter, repair or modify the COVERED EQUIPMENT except as expressly directed by OUR service personnel. YOU must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. YOU may not add equipment, components, wiring or other parts to the COVERED EQUIPMENT without written notification to and acceptance by US.

B. In the Event of the Failure of a Covered Component:

1. YOU must call us at 866-346-9283 or 714-637-7272. YOU must provide US with the Service Contract Number or the model of the equipment in need of service and the nature of the problem.
2. YOU must give US access to all COVERED EQUIPMENT at a time within the following 24 hours that is mutually agreeable to both YOU and US and is during OUR on-site service hours. If such a time cannot be mutually agreed upon, WE will schedule a service call to YOUR EQUIPMENT LOCATION at the first available time beyond the 24 hour period during the on-site service hours.
3. YOU must allow US complete and unrestricted access to the COVERED EQUIPMENT during OUR service call for a length of time as required to repair the COVERED EQUIPMENT. YOU must allocate enough time with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

A. Parts other than the COVERED EQUIPMENT; projection screens and projection screen control devices; knobs; lamps; bulbs; trim; trim parts; cabinetry; cathode ray tubes (CRT's); ILA optical units, DMD optical units; DLP/LCD optical units; LCD/Plasma screen panels; or batteries. Such parts will be provided to YOU at a 15% discount from OUR published price;

B. Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond OUR reasonable control.

C. Failure caused by abuse, misuse, or negligence, or previously installed or used equipment which is not in good operating condition;

D. Any actual, consequential or incidental damages incurred or suffered by YOU, directly or indirectly, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even Western has been advised of the possibility thereof;

E. Service required to diagnose YOUR complaint, failure or perceived failure if no mechanical or electrical failure was found, or was due to YOUR inability to properly operate the COVERED EQUIPMENT;

- F. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;
- G. Control system or other software programming changes to facilitate control functions not available at the commencement of the CONTRACT.
- H. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by US and not specifically covered under this CONTRACT.
- I. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- K. Convergence of video to a multisynchronous display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the CONTRACT. Refer to the schedule of converged sources at the end of this contract for covered convergences.
- L. Any condition that existed prior to the start date of this CONTRACT that would have been obvious during a pre-inspection of the Covered Equipment.
- M. Repairs prohibited by statute, governmental regulation, or any other law.
- O. Video conferencing equipment & software warranties & upgrades (Polycom, Tandberg, Lifesize, Cisco, etc.)
- P. Owner furnished equipment

V. TRANSFER OF CONTRACT

This CONTRACT may not be transferred to any other party without the express written consent of Western Audio Visual and the payment of a transfer fee equal to not less than ten percent (10%) of the premium amount. Western Audio Visual may, at its sole discretion choose to accept the transfer or to terminate the CONTRACT.

VI. COMMENCEMENT, EXPIRATION, RENEWAL & CANCELLATION OF CONTRACT

- A. On or before thirty (30) days following the start date of the CONTRACT:
 - 1. YOU may cancel this CONTRACT and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to YOU by US.
 - 2. If benefits have been received or if service calls or telephone support has been provided by US, YOU may cancel this CONTRACT for a refund less the cost of the service performed, based on OUR published rate schedule.
- B. After thirty (30) days following the start date of the CONTRACT, YOU may cancel this CONTRACT. The refund shall be a proration based upon the time expired on the CONTRACT calculated to the start of the month following the notice of cancellation. All cancellations after thirty (30) days are subject to a cancellation fee of ten percent (10%) of the refund amount. To cancel this CONTRACT, YOU must submit a notice of cancellation in writing and return the complete CONTRACT to US. WE will then issue a check for the refund amount.

C. If the COVERED EQUIPMENT is not new and was not provided, installed or serviced by US, WE reserve the right to inspect the equipment within thirty (30) days of the commencement of this CONTRACT to determine if WE wish to provide the services covered in this CONTRACT. If WE determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, WE will forward an estimate to YOU regarding the cost of such service. This service is not covered by this CONTRACT. If YOU decline to have US perform the work required to bring the COVERED EQUIPMENT up to good operating condition within fourteen (14) days of the date of the estimate, WE may, at OUR sole option, refund the full amount of the premium and cancel this CONTRACT.

D. WE may cancel this CONTRACT at any time for non-payment of the premium or if YOU do not meet YOUR obligations under Article III. If YOU do not meet YOUR obligations under Article III or do not pay the premium within thirty (30) days of OUR invoice, WE have the right to cancel this CONTRACT upon forwarding written notice to YOU. In the event of cancellation due to non-payment, YOU agree to be liable for the full cost of services and parts provided to YOU at the rates published in OUR most current rate schedule. In the event that YOU do not meet YOUR obligations under Article III, we will provide a portioned refund based on the time expired on the CONTRACT.

E. The CONTRACT shall commence upon the receipt of a purchase order or other acceptable payment guarantee, or on the date identified on the first page of this CONTRACT, whichever is later. No CONTRACT on the COVERED EQUIPMENT work may be performed prior to the commencement of the CONTRACT.

F. The CONTRACT shall renew 365 days after the date of commencement. Repair work on the COVERED EQUIPMENT which was begun prior to the expiration of the CONTRACT shall be completed by US.

G. This CONTRACT shall automatically renew. Either YOU or WE may decline to enter into a new contract.

VII. DEFINITIONS

The words listed below have the following meanings in this CONTRACT:

COVERED EQUIPMENT

Means the equipment for which WE will provide service, as listed on the first page of this CONTRACT.

CONTRACT

Means this Service CONTRACT which specifies, among other things, YOUR Coverage, the CONTRACT PERIOD, the Covered Equipment.

YOU, YOUR(S)

ELECTRONIC OR MECHANICAL FAILURE AND BREAKDOWN

Means the inability of a properly maintained and operated piece of COVERED EQUIPMENT to perform the function(s) for which it was designed, due solely to defects in material or faulty workmanship. Without limitation, Electronic or Mechanical Breakdown and Failure does not include damage due to negligence, caused by accident, or the gradual reduction in performance due to wear and tear.

CONTRACT PERIOD

Means the period which begins on the date shown on page one of this agreement, or the receipt by us of an acceptable payment guarantee and ends on the expiration of the time limitation as set forth in this CONTRACT.

WE, US, OUR(S)

Means Western Audio Visual

This CONTRACT is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service CONTRACT may provide duplicate coverage while manufacturer's warranties are in force. This CONTRACT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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



AGENDA REPORT

MEETING DATE: October 22, 2024

TO: Mayor and Members of the City Council

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

SUBJECT: PEG Fees Assignment Agreement

RECOMMENDATION: It is recommended that the City Council approve the attached agreement which assigns the current balance of PEG fees and any future PEG fees as needed to pay for the purchase of audio visual equipment that will be used to broadcast and disseminate government programming to the public.

FISCAL IMPACT: There is no fiscal impact as the City Council has already authorized the appropriation of these funds in a separate action.

BACKGROUND

The City of Duarte collects approximately \$30,000 in public, educational, and governmental programming fees ("PEG Fees") each year. These fees are restricted to be used for capital projects that support the public's access to public, educational and governmental programming.

DISCUSSION/ANALYSIS

The City Council has authorized the purchase and installation of certain audio visual equipment in the City Council Chambers that will be used to broadcast and disseminate programming of Council Meetings and other community meetings, events and activities. The estimated cost of this equipment is \$101,876 plus a fifteen percent contingency. The assignment agreement provides that the current balance of PEG fees, which is approximately \$66,000 plus the future PEG fees that are needed to bridge the gap, will be assigned to the payment of this equipment.

RECOMMENDATION

It is recommended that the City Council approve the attached agreement which assigns the current balance of PEG fees and any future PEG fees as needed to pay for the purchase of audio visual equipment that will be used to broadcast and disseminate government programming to the public.

FISCAL IMPACT

There is no fiscal impact as the City Council has already authorized the appropriation of these funds in a separate action.

ATTACHMENTS

Attachment A - Agreement

ASSIGNMENT OF RIGHTS TO
PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEES

THIS ASSIGNMENT OF RIGHTS TO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEES (“Assignment”) is made as of _____, 2024, by the CITY OF DUARTE, a municipal corporation acting in its limited capacity as the recipient of public, educational, and governmental programming fees (“PEG Fees”) as authorized by the Federal Cable Television Consumer Protection and Competition Act of 1992, as amended (the “Cable Act”) the California Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”), and City of Duarte Ordinance No. 794, as codified in Chapter 5.10 of the Duarte Municipal Code (hereinafter the “PEG Fees Collection Entity”), in favor of the CITY OF DUARTE, a municipal corporation acting in its general capacity as a public body charged with the protection and advancement of the public health, safety, and welfare (hereinafter “City”), with reference to the following recitals:

A. PEG Fee Collection Entity has collected, and continues to collect PEG Fees as authorized by the Cable Act, DIVCA, and Duarte Municipal Code section 5.10.020.

B. The total amount of PEG Fees currently held by PEG Fee Collection Entity is approximately \$66,000 (“Existing PEG Fees”).

C. City, by and through the City Council of the City of Duarte, has authorized the purchase and installation of certain audio visual equipment (the “Facilities”) which comprises capital facilities to be used on the broadcast and other dissemination of public, educational, and governmental programming in and for the City of Duarte.

D. The total estimated cost of the Facilities is \$101,876 plus a fifteen percent contingency (the “Estimated Facilities Cost”). Hereinafter, the “Total Facilities Cost” shall mean and refer to the Estimated Facilities Cost, plus (or minus) any City-authorized adjustments due to change orders, unforeseen conditions, or as otherwise necessary to accomplish the purchase and installation of the Facilities.

E. PEG Fee Collection Entity shall contribute the Existing PEG Fees toward the Facilities, and City shall contribute from other City funds the difference between Existing PEG Fees and the Total Facilities Cost (the “General Fund Contribution”) toward the purchase of the Facilities.

F. Through this Assignment, PEG Fee Collection Entity shall commit to reimburse the amount of the General Fund Contribution to the City from future-collected PEG Fees.

NOW, THEREFORE, in view of the recitals set forth above, PEG Fee Collection Entity agrees as follows:

1. Reimbursement. PEG Fee Collection Entity shall promptly reimburse to City, for use by City as general funds, any and all PEG Fees collected from and after the date of this Assignment, until the amount of funds so reimbursed is equal to the General Fund Contribution.

2. Entire Agreement. This Assignment contains the entire understanding and agreement of PEG Fee Collection Entity and City with respect to the subject matter hereof and may not be altered or amended in any way except by the written agreement of said parties. No provision of this Assignment or right of City hereunder can be waived nor shall PEG Fee Collection Entity be released from its obligations hereunder except by a writing duly executed by the City Manager. Where necessary herein, all terms used in the singular shall apply to the plural and all terms used in the neuter shall apply to the masculine and feminine genders.

3. Term; Binding Effect. This Assignment shall be and remain in full force and effect until each of the obligations secured hereby has been fully performed or paid.

4. Severability. If any provision of this Assignment, as applied to any party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, invalid or unenforceable, then the same shall in no way affect any other provisions of this Assignment, the application of any such provision in any other circumstance, or the validity or enforceability of the other provisions of this Assignment.

5. Governing Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, PEG Fee Collection Entity has executed this Assignment of Rights to Public Educational, and Governmental Programming Fees as of the date first appearing hereinabove.

“PEG FEE COLLECTION ENTITY”
CITY OF DUARTE

Date: _____

By: _____
Vinh Truong, Mayor

ATTEST:

Annette Juarez, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney