



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

TUESDAY, FEBRUARY 28, 2023
7:00 PM

6:30 PM - CLOSED SESSION
CITY COUNCIL CHAMBERS,
1600 HUNTINGTON DRIVE,
DUARTE, CALIFORNIA 91010

MISSION STATEMENT

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

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

City/Agency/Authority Staff:
Daniel Jordan, City Manager
Kristen Petersen, Assistant City Manager and Director of Administrative Services
Craig Hensley, Community Development Director
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, 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 on DCTV. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

Members of the public may listen/view the City Council meeting broadcast on the City's website following each meeting. To access the meeting, log onto www.accessduarte.com then on the homepage, click on the Agendas/View Meetings icon under the LATEST NEWS/QUICK LINKS banner, then on the Agendas & Minutes page, click on the City Council Meeting link. City Council meetings are also broadcast following each meeting through Spectrum Cable, Channel 3, daily at 12:00 p.m. and 7:00 p.m.

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

6:30 PM - CLOSED SESSION - COUNCIL CHAMBERS

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

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

Agency Negotiator: Kristen Petersen, Assistant City Manager and Administrative Services Director

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

4. CALL TO ORDER AND ROLL CALL
 - A. City Manager Written Comments
5. PLEDGE TO THE FLAG
6. ADOPTION OF THE AGENDA
7. CITY ATTORNEY CLOSED SESSION REPORT
8. SPECIAL ITEMS
 - A. Mayor's Youth Council Update

B. Public Safety Department Update

9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

10. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

11. CONSENT CALENDAR

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

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

C. Approval of Minutes - February 14, 2023 (CC/HA/FA)

D. Approval of Warrants - February 28, 2023 (CC/HA/FA)

E. Receive and file the Public Safety Department Status Report

F. Receive and file the Monthly Financial Update Report

G. Approval of Civica Law Group, APC, Agreement for Municipal Citation Legal Services

Recommendation: Authorize the City Manager to execute the Civica Law Group, APC, Agreement for Municipal Citation Legal Services

H. Approval of Civica Law Group, APC, Agreement for Code Enforcement Legal Services

Recommendation: Authorize the City Manager to execute the Civica Law Group, APC, Agreement for Code Enforcement Legal Services

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

13. BUSINESS ITEMS

A. Fiscal Year 2022/23 Mid-Year Budget Report

Recommendation: Receive and file the mid-year budget report and approve the corresponding budget attachments as delineated in Attachment 2.

B. Consideration of a Professional Services Agreement with LPA for Conceptual Design Services of Initial Phase of Civic Center Master Plan

Recommendation: Authorize the City Manager to execute this Professional Services Agreement with LPA in the amount of \$45,000 for conceptual design services of the three-phase project - Civic Center Buildings (exterior), City Hall and Community Center (interiors).

14. CONTINUATION OF ORAL COMMUNICATIONS

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

DIRECTOR

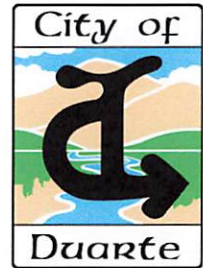
16. ADJOURNMENT - In memory of Dr. Melvin Trousdale.

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 23rd day of February, 2023.

Annette Juarez
City Clerk



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: February 23, 2023
SUBJECT: Comments on Agenda Items, Meeting of February 28, 2023

ITEM 8A. (Special Items). The Mayor's Youth Council will provide an update to the City Council.

ITEM 8B. (Special Items). Staff will present the monthly Public Safety Department update.

ITEM 11.G. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute the CivicaLaw Group, APC, Agreement for Municipal Citation Legal Services.

ITEM 11.H. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Code Enforcement Legal Services.

ITEM 13.A. (Business Items). Staff is recommending that the City Council Receive and file the mid-year budget report and approve the corresponding budget amendments as delineated in Attachment 2.

ITEM 13.B. (Business Items). Staff is recommending that the City Council Authorize the City Manager to execute this Professional Services Agreement with LPA in the amount of \$45,000 for conceptual design services of the three-phase project - Civic Center Buildings (exterior), City Hall and Community Center (interiors).

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'D. Jordan'.

Dr. Daniel Jordan
City Manager

CITY OF DUARTE

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

**TUESDAY, FEBRUARY 14, 2023
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Schulz called the meeting to order at 7:05 p.m.

ROLL CALL:

Councilmembers Present: Finlay (arrived at 7:05 p.m.), Lewis (arrived at 7:25 p.m.), Truong, Garcia, Martin Del Campo, Schulz

Councilmembers Absent: Kang

Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager/ Director of Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Victoria Rocha, Assistant to the City Manager
Annette Juarez, City Clerk
Christine Soo, Deputy City Clerk/ Administrative Secretary

2. PLEDGE TO THE FLAG

The flag salute was led by DUSD Representative Rosa Holguin.

3. ADOPTION OF THE AGENDA

City Manager Jordan reported that Business Item 10B would be pulled from the agenda.

Councilmember Finlay shared that the meeting would be adjourned in memory of Dr. Bob Packer, a former Superintendent of Duarte Unified School District.

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

AYES: FINLAY, TRUONG, GARCIA, MARTIN DEL CAMPO, SCHULZ

NOES: NONE

ABSTAIN: NONE

ABSENT: KANG, LEWIS

4. SPECIAL ITEMS

A. Community Development Department Update

Community Development Director Hensley provided a department update. He reported on the water line break on Royal Oaks, the curb address number painting, and lighting repairs on Huntington Drive and Encanto Park.

B. Parks and Recreation Department Update

Parks and Recreation Director Enriquez provided a department update. He reported on the progress of working with the City of Azusa and Vulcan Materials on the Fish Canyon Falls Trails Restoration Planning project, the upcoming basketball tournament, the upcoming Duarte Spring Fashion Show, and potential revitalization of Duarte Park.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, from Duarte Library, announced upcoming library programs and events.

Assistant to the City Manager Rocha announced upcoming City 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 – January 24, 2023. (CC/HA/FA)
- D. Approval of Warrants – February 14, 2023. (CC/HA/FA)
- E. Receive and file the Community Development Department Status Report for February 2023.
- F. Receive and file the Parks and Recreation Department Status Report for February 2023.
- G. Approval of the Job Description and Salary Schedule for Part-Time Duarte Dance Instructor.
- H. Award of Contract to Duthie Power Services for Professional Services for the Replacement of the Duarte Town Center Emergency Generator.
- I. Award of Contract to Care for the Children for the Citywide Curb House Address Number Project (FY 2022-23); and approval of a budget amendment of \$63,000 to the Gas Tax Fund as part of the Mid-Year Budget review.
- J. Facility Use of Agreement between the City of Duarte and Duarte Unified School District for use of the Fitness Center Pools for Duarte High School’s 2023 Swim Team Season.

Moved by Councilmember Garcia, seconded by Councilmember Finlay, and carried by the following vote of the Council to approve Items 7A-7J of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

- A. Consideration of Award of Vendor Services Agreement for Civic Center Electronic Message Board Replacement and Budget Amendment

Parks and Recreation Director Enriquez gave a staff report. He reported that the Civic Center Electronic Message board needs upgrading and is outdated; he shared that staff trainings for the message board are included in the proposal.

Moved by Councilmember Finlay, seconded by Councilmember Truong, and carried by the following vote of the Council to award a vendor services agreement to Square Signs, dba Front Signs, to replace Civic Center electronic message boards.

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

B. Consideration of Professional Services Agreement with LPA for Conceptual Design Services of Initial Phase of Civic Center Master Plan

This item was pulled during the Adoption of the Agenda.

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

Councilmember Martin Del Campo reported on attending League of California Cities New Mayor and Councilmembers conference.

Mayor Pro-Tem Truong thanked everyone for their birthday wishes and he wished everyone a happy Valentine's Day.

Councilmember Finlay reported on attending a SCAG tour of LAX.

Councilmember Garcia wished Mayor Pro-Tem Truong a happy birthday and thanked Community Development Director Hensley and his team for their work on Evergreen.

Councilmember Lewis apologized for his tardiness and wished everyone a happy Valentine's Day.

Mayor Schulz wished everyone a happy Valentine's Day.

13. ADJOURNMENT

At 7:37 p.m. the City Council adjourned the meeting in memory of Dr. Bob Packer.

Jody Schulz, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1405-7965	EVANBROOKSASSOCIATES INC	Bike Trail Grant Writing 4/2022	218322		1,932.00
100-1405-7965	EVANBROOKSASSOCIATES INC	Bike Trail Grant Writing 6/2022	218322		7,777.50
100-1405-7965	EVANBROOKSASSOCIATES INC	Bike Trail Grant Wrigint 8/2022	218322		1,872.50
100-1605-7739	CURO MANAGED PRINT PRODU...	Park Closure Notices	218318		264.60
100-1605-7650	ADVANTAGE FORD LINCOLN	Vehicle #31 Repair	218311		344.00
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	218320		140.00
100-1825-7747	GLOBAL EQUIPMENT COMPANY..	(2) Drinking Fountain/Bottle Refill Stations	2968	202302-Exp-Bev.Container FY21...	3,689.11
100-1825-7747	GLOBAL EQUIPMENT COMPANY..	(2) Drinking Fountain/Bottle Refill Stations	2968	202202/1825-7747-Exp-Bev Re...	2,124.67
100-1605-7735	FSP DESIGNS	MLK Event Shirts	2966		331.99
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2961		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2961		8.64
100-1605-7740	CAPITAL ONE	Winter Day Camp Supplies	BD23-1036		194.68
100-1605-7740	CAPITAL ONE	Winter Day Camp Supplies	BD23-1036		56.32
100-1605-7730	CAPITAL ONE	Storage Bins	BD23-1036		27.52
100-1605-7740	CAPITAL ONE	Gingerbread Party Supplies	BD23-1036		139.69
100-1605-7740	CAPITAL ONE	Winter Day Camp Supplies	BD23-1036		49.78
100-1605-7741	CAPITAL ONE	Youth Sports First Aid Kts/Storage	BD23-1036		82.53
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2961		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2961		8.64
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	2985		3,457.95
100-1405-7690	BRIAN QUANDT	Planning Commisison Mtg	218338		50.00
100-1405-7690	DANNY RAMIREZ	Planning Commission Mtg	2981		50.00
100-1405-7690	CHRISTINA HEANY	Planning Commisison Mtg	2970		50.00
100-1825-7630	QUADIENT LEASING USA INC	CH Postage Machine Lease 2/23/23 - 5/22/23	218337		707.12
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 1/2023	2965		145.00
100-1020-7980	CURO MANAGED PRINT PRODU...	Service Awards Programs	218318		132.30
100-1205-7762	CALE AMERICA INC	WTP Fees 1/2023	2957		533.55
100-1605-7733	TAMORA SCHOOL OF IRISH DA...	SC St Patricks Day Entertainment	218345		350.00
100-1810-7673	LIFEWORCS (US) ITD	Drug and/or Alcohol Testing 10/2022 - 12/2022	2974		175.00
100-1610-7652	ALBERTOS PLUMBING	Beardslee Park Plumbing Repairs	218313		1,850.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Training Pool	2982		130.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Fitness Ctr	2982		474.29
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY22 SCO Report	2977		1,500.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 12/2022	2963		442.66
100-1205-7761	DATA TICKET INC	DUI Processing 12/2022	2963		34.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 12/2022	2963		2,380.50
100-1610-7652	CALIBER COMMERCIAL POOL S...	Weekly Pool Servicing Contract 1/2023	2958		1,950.00
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 1/2023	2986		3,407.23
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Services 1/2023	2960		13,667.08
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocals S1 Winter	2954		72.80
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Srvcs 2/2023	2983		5,166.67
100-1605-7735	CURO MANAGED PRINT PRODU...	TC Fashion Show Tickets	218318		81.15

Council Warrant Register By Account

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955	250016-Oper of Acq Prop-1229 ...	58.55
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 1/1/2023 - 1/31/2023	2988		187.49
100-1810-7980	CMC LIVSCAN & NOTARY SERV...	Livvescan Services 1/2023	2962		50.00
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 2/2023	2980	202219-CalRecycle SB1383-Was...	1,772.50
100-1610-7652	AIR-TRO INC	Public Safety HVAC Service/Maintenance	218312		168.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2023 - 3/1/2023	BD23-1000		410.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2023 - 3/1/2023	BD23-1001		384.00
100-1810-7980	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 1/2023	2959		96.00
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 3/1/23 - 3/31/23	2979		173.84
100-1610-7652	MARCUS LEON BANKS SR	CC 20 amp/Exhaust Fan Breaker Replacement	218315		414.00
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 1/1/23 - 1/31/23	BD23-1021		1,200.39
100-1610-7618	IT'S A GAS INC	SC Helium Tank Refill	2971		558.63
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2967		693.60
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 1/2023	218344		3,644.45
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2961		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2961		8.64
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 2/8/2023	218334		78.00
100-2120	PAUL HENNESSY	Field Use Refund	218326		100.00
100-4406	PAUL HENNESSY	Restroom Use Refund	218326		360.00
100-4407	PAUL HENNESSY	Field Use Refund	218326		540.00
100-1610-7652	CHARLES R SIMPSON	Yard Fence Repairs (Vandalism)	218340		575.00
100-1605-7733	SUSIE PEREZ	SC Sweethearts Dance Flowers	218336		204.60
100-1805-7653	SECTRAN SECURITY INC	February 2023 Courier Pick-up	2984		311.13
100-1405-7980	BUCKNAM INFRASTRUCTURE G...	GIS Services 1/1/2023 - 1/31/2023	218316		3,225.00
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Srvcs 1/22/2023 - 2/4/2023	2953		6,071.76
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 1/2023	2975		195,872.27
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 1/2023	2975	202205/1205-7781-ARPA-Coro...	212,019.83
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2987		105.73
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2987		215.27
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Cricut Club S1 1/12/23 - 2/2/23	2969		42.00
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Instructor Fee-Skateboard S1 1/9/23 - 2/5/23	2978		378.00
100-4201	ROCK SOLID CONSTRUCTION INC	Refund-Fee for Work Done Without Required Permit	218339		5,224.80
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 1/2023	218343		7,073.84
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2961		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2961		8.64
100-2121	MOORE IACOFANO GOLTSMAN ...	Westminster Gardens Project 1/2023 (R94281)	218331	202217-Dep-Westminster Gard...	2,302.50
100-1205-7980	ALEXANDRA TAPIA	DUSD Tutoring Program	218346	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	ELIJAH MORALES	DUSD Tutoring Program	218332	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	OLGALVIER GARCIA	DUSD Tutoring Program	218325	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	OLGALVIER GARCIA	DUSD Tutoring Program	218325	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	ALEXANDRA TAPIA	DUSD Tutoring Program	218346	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	ELIJAH MORALES	DUSD Tutoring Program	218332	202211/1205-7980-Live Scan/A...	100.00
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Management 2/2023	2989		9,030.00

Council Warrant Register By Account

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7965	MOORE IACOFANO GOLTSMAN ...	Environmental Srvc-Mel Cyn Debris Basin 1/2023	218331	202316/1405-7965-Melcanyon...	5,266.25
100-1605-7735	DAYANNA LEYVA	Youthworks Internship Program	218329		100.00
100-1605-7735	MICHAEL DANDURAND	Youthworks Internship Program	218319		100.00
100-1605-7735	ISELA ESTRADA	Youthworks Internship Program	218321		100.00
100-1605-7735	ABIGAIL GARABEDIAN	Youthworks Internship Program	218324		100.00
100-1605-7735	DEARION HYSAW	Youthworks Internship Program	218328		100.00
100-1605-7735	ANNA PEREZ	Youthworks Internship Program	218335		100.00
100-1605-7735	CESAR FRANCO	Youthworks Internship Program	218323		100.00
100-1015-7682	BURKE, WILLIAMS & SORENSEN...	Labor Legal 12/2022	2956		1,495.00
100-2200	CITY OF HOPE	Refund-City Staff Augmentation per Agreement	218327	202117-UnearnedCOH-Charles ...	45,400.00
100-1405-8100	ARCHITECTURAL DESIGN & SIG...	50% Deposit-Route 66 Historic Sign Build	218314	202317/1405-8100-Other Cap ...	34,924.00
100-1815-7965	MAXTREME INC	IT Helpdesk 2/2023	2976		12,500.00
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 3/2023	218330		1,600.00
100-1211	MARVIN CARPIO	Computer Loan	218317		3,000.00
100-4204	JESUS VASQUEZ	Dog License Refund (County Area)	218347		30.00
100-2122	SOUND CRETE CONTRACTORS	Refund-Duplicate Business License Payment	218341		4.00
100-4004	SOUND CRETE CONTRACTORS	Refund-Duplicate Business License Payment	218341		306.00
Fund 100 - GENERAL FUND Total:					617,511.35
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
225-2250-8100	ELIE FARAH INC	FY23 Street Rehab Project-Civil Engineering Srvc	2964	202306/225-2250-8100-Other ...	3,675.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					3,675.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	2982		130.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	2982		130.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	2982		130.00
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	2982		130.00
240-2405-7877	STATE OF CALIFORNIA DEPT OF ...	CalTrans Signal Maintenance 10/2022 - 12/2022	218342		591.74
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		1,124.00

Council Warrant Register By Account

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	2955		702.50
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Extension Park	2982		130.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Otis Gordon Park	2972		219.78
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					30,454.98
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	FY23 CDBG City Hall ADA Improvements 1/2023	2973	202102-CDBG ADA Improv	1,356.00
260-2605-8062	LDM ASSOCIATES INC	Change Order 1	2973	202102-Exp-CDBG ADA Improv...	3,432.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					4,788.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 1/2023	2975		11,650.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,650.00
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7610	MVP MEDIA NETWORK INC	Erwin Mendez EV Charging Summit 3/29/23-3/31/23	218333		495.00
Fund 460 - PROPOSITION C TRANSIT FUND Total:					495.00
Grand Total:					668,574.33

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	617,511.35
225 - SB-1, Road Maintenance/Rehab Fund	3,675.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	30,454.98
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	4,788.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,650.00
460 - PROPOSITION C TRANSIT FUND	495.00
Grand Total:	668,574.33

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7670	Legal Notices	3,407.23
100-1015-7682	Labor Counsel Legal	1,495.00
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information (...)	9,030.00
100-1020-7724	Post Office Parking	161.58
100-1020-7980	Other Expenses	132.30
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	9,931.00
100-1205-7762	Parking Pass Kiosk Costs	533.55
100-1205-7780	Animal Control	5,166.67
100-1205-7781	Contract Law Enforcement	407,892.10
100-1205-7782	Crossing Guard Contract ...	6,071.76
100-1205-7980	Other Expenses	600.00
100-1211	Computer Loan Program	3,000.00
100-1405-7690	Planning Commission	150.00
100-1405-7800	Building Department Serv...	14,461.08
100-1405-7965	Professional Services	16,848.25
100-1405-7980	Other Expenses	3,225.00
100-1405-8100	Other Capital Improveme...	34,924.00
100-1410-7814	Graffiti Removal	3,644.45
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7650	Vehicle Maintenance	344.00
100-1605-7730	Special Events	27.52
100-1605-7733	Senior Center	694.60
100-1605-7735	Teen Center	1,113.14
100-1605-7736	Youth & Adult Recreation...	492.80
100-1605-7739	Publicity	264.60
100-1605-7740	Day Camps	440.47
100-1605-7741	Sports/Playground Progr...	82.53
100-1610-7617	Pool Chemicals	693.60
100-1610-7618	Building Supplies	4,016.58
100-1610-7636	Uniforms	105.44
100-1610-7652	Building Maint Services	5,914.69
100-1805-7614	Office Supplies	105.73
100-1805-7653	Bank Charges	311.13
100-1805-7654	Audit Services	1,500.00
100-1810-7673	Physical Exams	175.00
100-1810-7980	Other Expenses	146.00
100-1815-7632	Software Maintenance	1,200.39
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	215.27
100-1825-7630	Equipment Lease	707.12
100-1825-7687	Waste Mgmt Services	1,772.50
100-1825-7747	Beverage Cont Recycling	5,813.78
100-1825-7945	Operation Of Acq Prop	58.55
100-1825-7980	Other Expenses	78.00
100-2120	Refundable Deposits	100.00

Account Summary

Account Number	Account Name	Payment Amount
100-2121	Pass Through Deposits	2,302.50
100-2122	Disability Access & Educ P...	4.00
100-2200	Unearned Revenue	45,400.00
100-4004	Business License Tax	306.00
100-4201	Building Permits	5,224.80
100-4204	Animal Licenses	30.00
100-4406	Restroom & Gazebo Renta..	360.00
100-4407	Sports Field Rentals	540.00
225-2250-8100	Other Capital Improveme...	3,675.00
240-2405-7877	Electric-Traffic Signal	591.74
240-2410-7662	Other Serv-Citywide	390.00
240-2410-7888	Repairs-Citywide	219.78
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7887	Repairs & Replacements	130.00
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7887	Repairs & Replacements	130.00
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2605-8061	ADA Curb Ramps (Capital)	1,356.00
260-2605-8062	ADA Improvements	3,432.00
290-2905-7781	Contract Law Enforcement	11,650.00
460-4605-7610	Travel, Mtgs & Conf	495.00
Grand Total:		668,574.33

Project Account Summary

Project Account Key	Payment Amount
None	351,953.92
202102-CDBG ADA Improv	1,356.00
202102-Exp-CDBG ADA Improvement	3,432.00
202117-UnearnedCOH-Charles Abbott Contract Planner	45,400.00
202202/1825-7747-Exp-Bev Recycle FY20-21 PROG FY23	2,124.67
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-23	600.00
202217-Dep-Westminster Garden/Morrison House Proj	2,302.50
202219-CalRecycle SB1383-Waste Mgmt Srvcs-FY24	1,772.50
202302-Exp-Bev.Container FY21-22 CCP-21-081 FY24	3,689.11
202306/225-2250-8100-Other Cap-FY23 St Rehab	3,675.00
202316/1405-7965-Melcanyon Debris Catch Basin	5,266.25
202317/1405-8100-Other Cap Improv-Route 66 Art	34,924.00
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	668,574.33



City of Duarte

Council Warrant Register By Vendor

By Fund

Payment Dates 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6248 - ABIGAIL GARABEDIAN					
100-1605-7735	ABIGAIL GARABEDIAN	Youthworks Internship Program	2/2023		100.00
Vendor 6248 - ABIGAIL GARABEDIAN Total:					100.00
Vendor: 0091 - ADVANTAGE FORD LINCOLN					
100-1605-7650	ADVANTAGE FORD LINCOLN	Vehicle #31 Repair	505670/1		344.00
Vendor 0091 - ADVANTAGE FORD LINCOLN Total:					344.00
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Public Safety HVAC Service/Maintenance	429939		168.00
Vendor 2061 - AIR-TRO INC Total:					168.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Beardslee Park Plumbing Repairs	681776		1,850.00
Vendor 5561 - ALBERTOS PLUMBING Total:					1,850.00
Vendor: 5855 - ALEXANDRA TAPIA					
100-1205-7980	ALEXANDRA TAPIA	DUSD Tutoring Program	1/2023	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	ALEXANDRA TAPIA	DUSD Tutoring Program	2/2023	202211/1205-7980-Live Scan/A...	100.00
Vendor 5855 - ALEXANDRA TAPIA Total:					200.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Srvc	83307		6,071.76
					- 2/4/2023
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					6,071.76
Vendor: 6156 - ANNA PEREZ					
100-1605-7735	ANNA PEREZ	Youthworks Internship Program	2/2023		100.00
Vendor 6156 - ANNA PEREZ Total:					100.00
Vendor: 4498 - ARCHITECTURAL DESIGN & SIGNS INC					
100-1405-8100	ARCHITECTURAL DESIGN & SIG...	50% Deposit-Route 66 Historic Sign Build	35105	202317/1405-8100-Other Cap ...	34,924.00
Vendor 4498 - ARCHITECTURAL DESIGN & SIGNS INC Total:					34,924.00
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocals S1 Winter	9582		72.80
Vendor 6429 - ARK INTERNATIONAL INC Total:					72.80
Vendor: 6469 - BRIAN QUANDT					
100-1405-7690	BRIAN QUANDT	Planning Commisison Mtg	1/17/2023		50.00
Vendor 6469 - BRIAN QUANDT Total:					50.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	8254874		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	8254874		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	8254874	250016-Oper of Acq Prop-1229 ...	58.55
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					2,229.28
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7980	BUCKNAM INFRASTRUCTURE G...	GIS Services	352-06.06		3,225.00
					1/1/2023 - 1/31/2023
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					3,225.00
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSEN...	Labor Legal	297134		1,495.00
					12/2022
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					1,495.00

Council Warrant Register By Vendor

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 1/2023	173186		533.55
Vendor 5559 - CALE AMERICA INC Total:					533.55
Vendor: 5654 - CALIBER COMMERCIAL POOL SERVICE					
100-1610-7652	CALIBER COMMERCIAL POOL S...	Weekly Pool Servicing Contract 1/2023	231070101		1,950.00
Vendor 5654 - CALIBER COMMERCIAL POOL SERVICE Total:					1,950.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7980	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 1/2023	632870		96.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					96.00
Vendor: 6229 - CAPITAL ONE					
100-1605-7740	CAPITAL ONE	Winter Day Camp Supplies	02361		194.68
100-1605-7740	CAPITAL ONE	Winter Day Camp Supplies	04944		56.32
100-1605-7730	CAPITAL ONE	Storage Bins	06648		27.52
100-1605-7740	CAPITAL ONE	Gingerbread Party Supplies	06649		139.69
100-1605-7740	CAPITAL ONE	Winter Day Camp Supplies	06313		49.78
100-1605-7741	CAPITAL ONE	Youth Sports First Aid Kts/Storage	01726		82.53
Vendor 6229 - CAPITAL ONE Total:					550.52
Vendor: 6303 - CESAR FRANCO					
100-1605-7735	CESAR FRANCO	Youthworks Internship Program 2/2023			100.00
Vendor 6303 - CESAR FRANCO Total:					100.00
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Services 1/2023	65315		13,667.08
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					13,667.08
Vendor: 2025 - CHARLES R SIMPSON					
100-1610-7652	CHARLES R SIMPSON	Yard Fence Repairs (Vandalism)	05672063		575.00
Vendor 2025 - CHARLES R SIMPSON Total:					575.00
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commisison Mtg	1/17/2023		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4140779258		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4140779258		8.64
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4143026299		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4143026299		8.64
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4145800066		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4145800066		8.64
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4146501544		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4146501544		8.64
Vendor 5140 - CINTAS CORPORATION #693 Total:					140.00
Vendor: T2336 - CITY OF HOPE					
100-2200	CITY OF HOPE	Refund-City Staff Augmentation per Agreement	MISC21-99	202117-UnearnedCOH-Charles ...	45,400.00
Vendor T2336 - CITY OF HOPE Total:					45,400.00
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7980	CMC LIVESCAN & NOTARY SERV...	Livescan Services 1/2023	CMC18015		50.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					50.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7739	CURO MANAGED PRINT PRODU...	Park Closure Notices	6262		264.60
100-1020-7980	CURO MANAGED PRINT PRODU...	Service Awards Programs	6379		132.30
100-1605-7735	CURO MANAGED PRINT PRODU...	TC Fashion Show Tickets	6410		81.15
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					478.05

Council Warrant Register By Vendor

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6228 - DANNY RAMIREZ					
100-1405-7690	DANNY RAMIREZ	Planning Commission Mtg	1/17/2023		50.00
Vendor 6228 - DANNY RAMIREZ Total:					50.00
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 12/2022	146481		442.66
100-1205-7761	DATA TICKET INC	DUI Processing 12/2022	146492		34.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 12/2022	147127		2,380.50
Vendor 5501 - DATA TICKET INC Total:					2,857.16
Vendor: 6468 - DAYANNA LEYVA					
100-1605-7735	DAYANNA LEYVA	Youthworks Internship Program	2/2023		100.00
Vendor 6468 - DAYANNA LEYVA Total:					100.00
Vendor: 6403 - DEARION HYSAW					
100-1605-7735	DEARION HYSAW	Youthworks Internship Program	2/2023		100.00
Vendor 6403 - DEARION HYSAW Total:					100.00
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	3/2023		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00
Vendor: 6460 - ELIJAH MORALES					
100-1205-7980	ELIJAH MORALES	DUSD Tutoring Program	1/2023	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	ELIJAH MORALES	DUSD Tutoring Program	2/2023	202211/1205-7980-Live Scan/A...	100.00
Vendor 6460 - ELIJAH MORALES Total:					200.00
Vendor: 4809 - EVANBROOKSASSOCIATES INC					
100-1405-7965	EVANBROOKSASSOCIATES INC	Bike Trail Grant Writing 4/2022	22005-5		1,932.00
100-1405-7965	EVANBROOKSASSOCIATES INC	Bike Trail Grant Writing 6/2022	22007-9		7,777.50
100-1405-7965	EVANBROOKSASSOCIATES INC	Bike Trail Grant Wrigint 8/2022	22009-4		1,872.50
Vendor 4809 - EVANBROOKSASSOCIATES INC Total:					11,582.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 1/2023	100287		145.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					145.00
Vendor: 4039 - FSP DESIGNS					
100-1605-7735	FSP DESIGNS	MLK Event Shirts	10032		331.99
Vendor 4039 - FSP DESIGNS Total:					331.99
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	147976		693.60
Vendor 4690 - FULLER ENGINEERING INC Total:					693.60
Vendor: 5702 - GLOBAL EQUIPMENT COMPANY INC					
100-1825-7747	GLOBAL EQUIPMENT COMPANY...	(2) Drinking Fountain/Bottle Refill Stations	119941878	202302-Exp-Bev.Container FY21...	3,689.11
100-1825-7747	GLOBAL EQUIPMENT COMPANY...	(2) Drinking Fountain/Bottle Refill Stations	119941878	202202/1825-7747-Exp-Bev Re...	2,124.67
Vendor 5702 - GLOBAL EQUIPMENT COMPANY INC Total:					5,813.78
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 1/1/23 - 1/31/23	4655253597		1,200.39
Vendor 6181 - GOOGLE LLC Total:					1,200.39
Vendor: 6467 - ISELA ESTRADA					
100-1605-7735	ISELA ESTRADA	Youthworks Internship Program	2/2023		100.00
Vendor 6467 - ISELA ESTRADA Total:					100.00
Vendor: 6090 - IT'S A GAS INC					
100-1610-7618	IT'S A GAS INC	SC Helium Tank Refill	ARP-15010		558.63
Vendor 6090 - IT'S A GAS INC Total:					558.63

Council Warrant Register By Vendor

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6398 - JACQUELINE HASTY					
100-1605-7736	JACQUELINE HASTY	Instructor Fee-Cricut Club S1 1/12/23 - 2/2/23	9561		42.00
Vendor 6398 - JACQUELINE HASTY Total:					42.00
Vendor: T4585 - JESUS VASQUEZ					
100-4204	JESUS VASQUEZ	Dog License Refund (County Area)	DL33217		30.00
Vendor T4585 - JESUS VASQUEZ Total:					30.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2023 - 3/1/2023	79561		410.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 2/1/2023 - 3/1/2023	79562		384.00
Vendor 5761 - LIFE STORAGE #530 Total:					794.00
Vendor: 6129 - LIFEWORKS (US) ITD					
100-1810-7673	LIFEWORKS (US) ITD	Drug and/or Alcohol Testing 10/2022 - 12/2022	1864474		175.00
Vendor 6129 - LIFEWORKS (US) ITD Total:					175.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 1/2023	232007EC		195,872.27
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 1/2023	232007EC	202205/1205-7781-ARPA-Coro...	212,019.83
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					407,892.10
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 3/2023	1735-huntplaz-0323		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 5981 - MARCUS LEON BANKS SR					
100-1610-7652	MARCUS LEON BANKS SR	CC 20 amp/Exhaust Fan Breaker Replacement	000085		414.00
Vendor 5981 - MARCUS LEON BANKS SR Total:					414.00
Vendor: 6470 - MARVIN CARPIO					
100-1211	MARVIN CARPIO	Computer Loan	2212023		3,000.00
Vendor 6470 - MARVIN CARPIO Total:					3,000.00
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 2/2023	13656		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: 6407 - MICHAEL DANDURAND					
100-1605-7735	MICHAEL DANDURAND	Youthworks Internship Program 2/2023			100.00
Vendor 6407 - MICHAEL DANDURAND Total:					100.00
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
100-2121	MOORE IACOFANO GOLTSMAN ...	Westminster Gardens Project 1/2023 (R94281)	0079463	202217-Dep-Westminster Gard...	2,302.50
100-1405-7965	MOORE IACOFANO GOLTSMAN ...	Environmental Srvc-Mel Cyn Debris Basin 1/2023	0079467	202316/1405-7965-Melcanyon...	5,266.25
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					7,568.75
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY22 SCO Report	13367		1,500.00
Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:					1,500.00
Vendor: 5851 - OLGALIVIER GARCIA					
100-1205-7980	OLGALIVIER GARCIA	DUSD Tutoring Program	1/2023	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	OLGALIVIER GARCIA	DUSD Tutoring Program	2/2023	202211/1205-7980-Live Scan/A...	100.00
Vendor 5851 - OLGALIVIER GARCIA Total:					200.00
Vendor: 6355 - PACIFIC SKATE SCHOOL LLC					
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Instructor Fee-Skateboard S1 1/9/23 - 2/5/23	02.13.23		378.00
Vendor 6355 - PACIFIC SKATE SCHOOL LLC Total:					378.00

Council Warrant Register By Vendor

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 2/8/2023	538279		78.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					78.00
Vendor: T4586 - PAUL HENNESSY					
100-2120	PAUL HENNESSY	Field Use Refund	R97578		100.00
100-4406	PAUL HENNESSY	Restroom Use Refund	R97578		360.00
100-4407	PAUL HENNESSY	Field Use Refund	R97578		540.00
Vendor T4586 - PAUL HENNESSY Total:					1,000.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 3/1/23 - 3/31/23	1553075		173.84
Vendor 2466 - POST ALARM SYSTEMS Total:					173.84
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	CH Postage Machine Lease 2/23/23 - 5/22/23	N9773670		707.12
Vendor 6176 - QUADIENT LEASING USA INC Total:					707.12
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 2/2023	122485	202219-CalRecycle SB1383-Was...	1,772.50
Vendor 6372 - R3 CONSULTING GROUP Total:					1,772.50
Vendor: T4582 - ROCK SOLID CONSTRUCTION INC					
100-4201	ROCK SOLID CONSTRUCTION INC	Refund-Fee for Work Done Without Required Permit	2022-229		5,224.80
Vendor T4582 - ROCK SOLID CONSTRUCTION INC Total:					5,224.80
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Training Pool	9051		130.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Fitness Ctr	9052		474.29
Vendor 4142 - RUDY'S PLUMBING INC Total:					604.29
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Srvcs 2/2023	2/2023D		5,166.67
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,166.67
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	February 2023 Courier Pick-up	23020584		311.13
Vendor 6277 - SECTRAN SECURITY INC Total:					311.13
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	033771		3,457.95
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					3,457.95
Vendor: T4587 - SOUND CRETE CONTRACTORS					
100-2122	SOUND CRETE CONTRACTORS	Refund-Duplicate Business License Payment	R97913		4.00
100-4004	SOUND CRETE CONTRACTORS	Refund-Duplicate Business License Payment	R97913		306.00
Vendor T4587 - SOUND CRETE CONTRACTORS Total:					310.00
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 1/2023	558698		3,407.23
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					3,407.23
Vendor: 2688 - STAPLES ADVANTAGE					
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3530325746		105.73
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3530325746		215.27
Vendor 2688 - STAPLES ADVANTAGE Total:					321.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 1/2023	2142023		7,073.84
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					7,073.84

Council Warrant Register By Vendor

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 1/2023	17707		3,644.45
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,644.45
Vendor: 4920 - SUSIE PEREZ					
100-1605-7733	SUSIE PEREZ	SC Sweethearts Dance Flowers	2/9/2023		204.60
Vendor 4920 - SUSIE PEREZ Total:					204.60
Vendor: 5686 - TAMORA SCHOOL OF IRISH DANCE					
100-1605-7733	TAMORA SCHOOL OF IRISH DA...	SC St Patricks Day Entertainment	0000026		350.00
Vendor 5686 - TAMORA SCHOOL OF IRISH DANCE Total:					350.00
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 1/1/2023 - 1/31/2023	847770892		187.49
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					187.49
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Communication & Social Media Management 2/2023	9528		9,030.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					9,030.00
Fund 100 - GENERAL FUND Total:					617,511.35
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 5873 - ELIE FARAH INC					
225-2250-8100	ELIE FARAH INC	FY23 Street Rehab Project-Civil Engineering Srvc	2-DUA22-15	202306/225-2250-8100-Other ...	3,675.00
Vendor 5873 - ELIE FARAH INC Total:					3,675.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					3,675.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		681.41
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		6,807.23
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 2/2023	8254874		702.50
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					28,993.46

Council Warrant Register By Vendor

Payment Dates: 2/16/2023 - 3/1/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Otis Gordon Park	4180364		219.78
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					219.78
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	9045		130.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	9047		130.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	9049		130.00
240-2423-7887	RUDY'S PLUMBING INC	Backflow Testing-Amberwood LLD	9050		130.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Extension Park	9046		130.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					650.00
Vendor: 2809 - STATE OF CALIFORNIA DEPT OF TRANSPORTATION					
240-2405-7877	STATE OF CALIFORNIA DEPT OF ...	CalTrans Signal Maintenance 10/2022 - 12/2022	SL230485		591.74
Vendor 2809 - STATE OF CALIFORNIA DEPT OF TRANSPORTATION Total:					591.74
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					30,454.98
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-8061	LDM ASSOCIATES INC	FY23 CDBG City Hall ADA Improvements 1/2023	7736	202102-CDBG ADA Improv	1,356.00
260-2605-8062	LDM ASSOCIATES INC	Change Order 1	7736	202102-Exp-CDBG ADA Improv...	3,432.00
Vendor 5438 - LDM ASSOCIATES INC Total:					4,788.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					4,788.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 1/2023	232007EC		11,650.00
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					11,650.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,650.00
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 6471 - MVP MEDIA NETWORK INC					
460-4605-7610	MVP MEDIA NETWORK INC	Erwin Mendez EV Charging Summit 3/29/23-3/31/23	23028492		495.00
Vendor 6471 - MVP MEDIA NETWORK INC Total:					495.00
Fund 460 - PROPOSITION C TRANSIT FUND Total:					495.00
Grand Total:					668,574.33

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	617,511.35
225 - SB-1, Road Maintenance/Rehab Fund	3,675.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	30,454.98
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	4,788.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,650.00
460 - PROPOSITION C TRANSIT FUND	495.00
Grand Total:	668,574.33

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7670	Legal Notices	3,407.23
100-1015-7682	Labor Counsel Legal	1,495.00
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information (...)	9,030.00
100-1020-7724	Post Office Parking	161.58
100-1020-7980	Other Expenses	132.30
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	9,931.00
100-1205-7762	Parking Pass Kiosk Costs	533.55
100-1205-7780	Animal Control	5,166.67
100-1205-7781	Contract Law Enforcement	407,892.10
100-1205-7782	Crossing Guard Contract ...	6,071.76
100-1205-7980	Other Expenses	600.00
100-1211	Computer Loan Program	3,000.00
100-1405-7690	Planning Commission	150.00
100-1405-7800	Building Department Serv...	14,461.08
100-1405-7965	Professional Services	16,848.25
100-1405-7980	Other Expenses	3,225.00
100-1405-8100	Other Capital Improveme...	34,924.00
100-1410-7814	Graffiti Removal	3,644.45
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7650	Vehicle Maintenance	344.00
100-1605-7730	Special Events	27.52
100-1605-7733	Senior Center	694.60
100-1605-7735	Teen Center	1,113.14
100-1605-7736	Youth & Adult Recreation...	492.80
100-1605-7739	Publicity	264.60
100-1605-7740	Day Camps	440.47
100-1605-7741	Sports/Playground Progr...	82.53
100-1610-7617	Pool Chemicals	693.60
100-1610-7618	Building Supplies	4,016.58
100-1610-7636	Uniforms	105.44
100-1610-7652	Building Maint Services	5,914.69
100-1805-7614	Office Supplies	105.73
100-1805-7653	Bank Charges	311.13
100-1805-7654	Audit Services	1,500.00
100-1810-7673	Physical Exams	175.00
100-1810-7980	Other Expenses	146.00
100-1815-7632	Software Maintenance	1,200.39
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	215.27
100-1825-7630	Equipment Lease	707.12
100-1825-7687	Waste Mgmt Services	1,772.50
100-1825-7747	Beverage Cont Recycling	5,813.78
100-1825-7945	Operation Of Acq Prop	58.55
100-1825-7980	Other Expenses	78.00
100-2120	Refundable Deposits	100.00

Account Summary

Account Number	Account Name	Payment Amount
100-2121	Pass Through Deposits	2,302.50
100-2122	Disability Access & Educ P...	4.00
100-2200	Unearned Revenue	45,400.00
100-4004	Business License Tax	306.00
100-4201	Building Permits	5,224.80
100-4204	Animal Licenses	30.00
100-4406	Restroom & Gazebo Renta..	360.00
100-4407	Sports Field Rentals	540.00
225-2250-8100	Other Capital Improveme...	3,675.00
240-2405-7877	Electric-Traffic Signal	591.74
240-2410-7662	Other Serv-Citywide	390.00
240-2410-7888	Repairs-Citywide	219.78
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7887	Repairs & Replacements	130.00
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7887	Repairs & Replacements	130.00
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2605-8061	ADA Curb Ramps (Capital)	1,356.00
260-2605-8062	ADA Improvements	3,432.00
290-2905-7781	Contract Law Enforcement	11,650.00
460-4605-7610	Travel, Mtgs & Conf	495.00
Grand Total:		668,574.33

Project Account Summary

Project Account Key	Payment Amount
None	351,953.92
202102-CDBG ADA Improv	1,356.00
202102-Exp-CDBG ADA Improvement	3,432.00
202117-UnearnedCOH-Charles Abbott Contract Planner	45,400.00
202202/1825-7747-Exp-Bev Recycle FY20-21 PROG FY23	2,124.67
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-23	600.00
202217-Dep-Westminster Garden/Morrison House Proj	2,302.50
202219-CalRecycle SB1383-Waste Mgmt Srvcs-FY24	1,772.50
202302-Exp-Bev.Container FY21-22 CCP-21-081 FY24	3,689.11
202306/225-2250-8100-Other Cap-FY23 St Rehab	3,675.00
202316/1405-7965-Melcanyon Debris Catch Basin	5,266.25
202317/1405-8100-Other Cap Improv-Route 66 Art	34,924.00
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	668,574.33

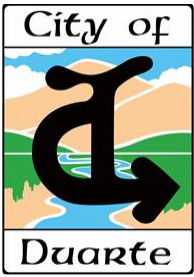


**PUBLIC SAFETY
STATUS REPORT
February 2023**



PROJECT/PROGRAM	STATUS
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	We are currently down 12.5% in Part 1 crimes.
2. Special Assignment Team	The Special Assignment Team wrote and served two search warrants related to an illegal marijuana dispensary that was operating out of a location on Huntington Drive.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Outreach Coordinator Tony Hadloc has been assigned to this position since August, 2018. Tony's unofficial homeless count for the month is 23. Code Enforcement Officer Emily Lepone began her assignment on October 3, 2022. She has been enforcing shopping cart and property in the public right of way violations.
2. L.A. CADA	The L.A. CADA high acuity team (homeless for longer than one year) started working every Tuesday in the City of Duarte on August 2, 2022. The L.A. CADA supplemental program (recently homeless or at risk of being homeless) began working in the City on Thursday, September 22, 2022. Both teams combined, have housed 6 individuals since they began working in the City.
3. 2022 LAHSA Official Homeless Count	Duarte – 11 (25 in 2020) Monrovia – 76 (77 in 2020) Arcadia – 174 (106 in 2020) Irwindale – 213 (7 in 2020) Azusa – 220 (243 in 2020) *awaiting results of 2023 count
<u>EMERGENCY PREPAREDNESS</u>	
1. Emergency Operations Center	The Emergency Operations Center has been operating remotely while monitoring COVID – 19 operations. As of now, there is still no end date for COVID – 19 operations or the declared emergency. Governor Newsome announced that the State of California will end their emergency on February 28, 2023. We will continue to monitor that date and work with Area D, surrounding cities, and staff to determine the City of Duarte's possible end date.

PROJECT/PROGRAM	STATUS
	On January 10, 2023, City Council adopted Resolution No. 23-01 declaring a local emergency due to sever winter storms. This emergency will remain in effect through the clean up and mitigation phase in preparation for additional storms.



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended January 31, 2022
(58.3% of FY 2022-23 Completed)**

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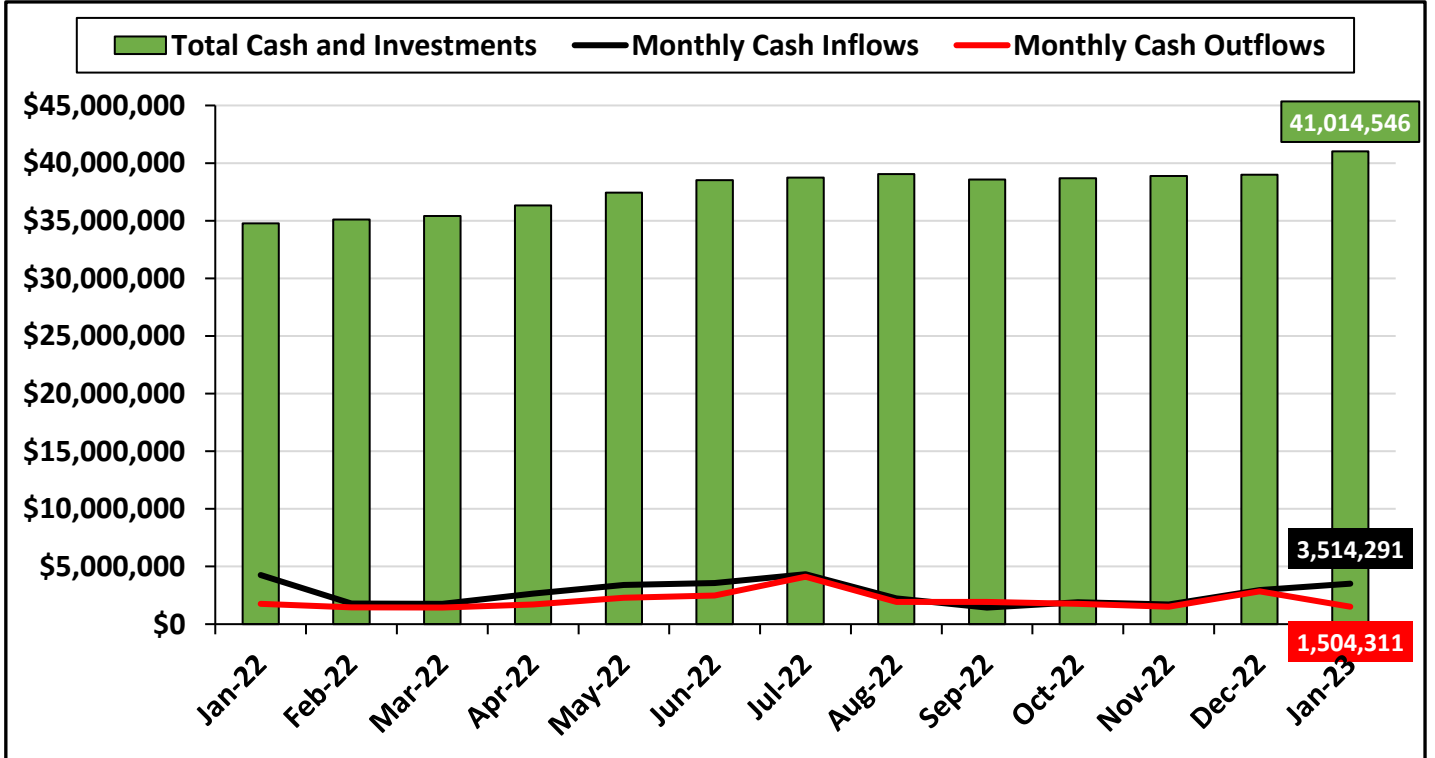
Components of Fund Balance in the General Fund 13

CITY OF DUARTE

Treasury Report - Monthly Activity & Balances

Month Ended January 31, 2022

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (1/01/2023)	\$8,414,941	\$30,589,624	\$39,004,566
Cash Inflows			
Receipts	\$3,354,475	\$159,816	\$3,514,291
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$3,354,475	\$159,816	\$3,514,291
Cash Outflows			
Disbursements	\$1,504,311	\$0	\$1,504,311
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,504,311	\$0	\$1,504,311
Net Activity	\$1,850,164	\$159,816	\$2,009,980
Ending Balance (11/31/2023)	\$10,265,105	\$30,749,440	\$41,014,546

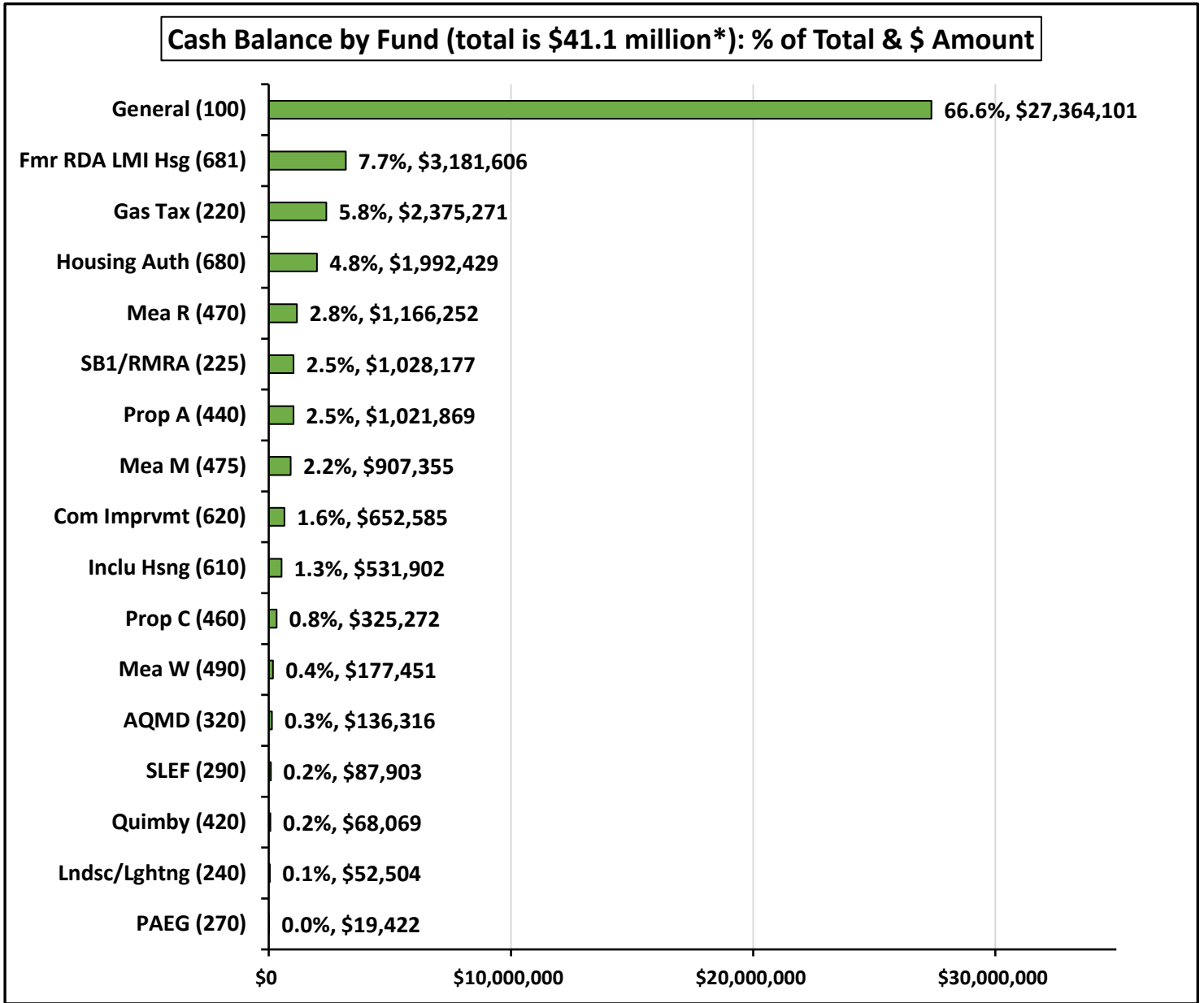


*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

CITY OF DUARTE

Treasury Report - Cash Balance by Fund

Month Ended January 31, 2022

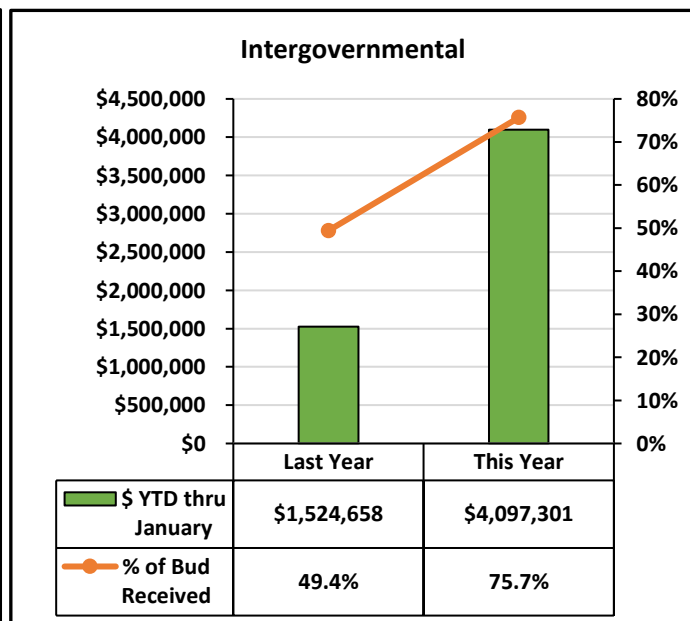
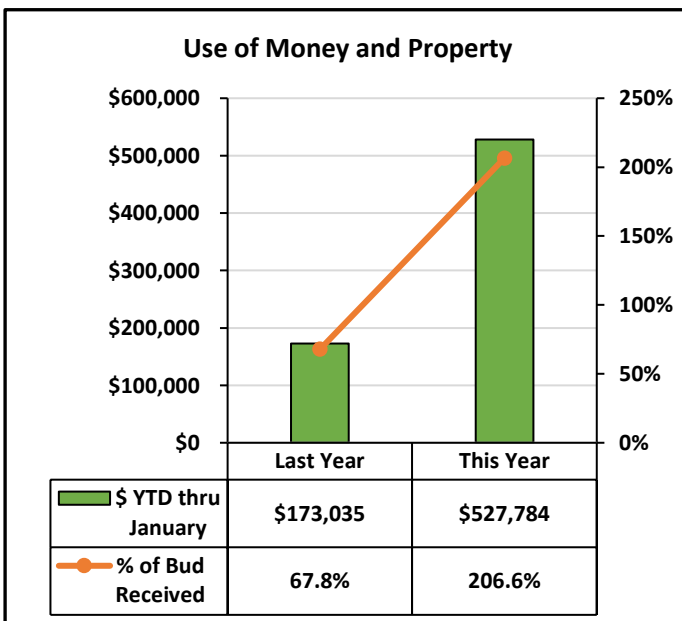
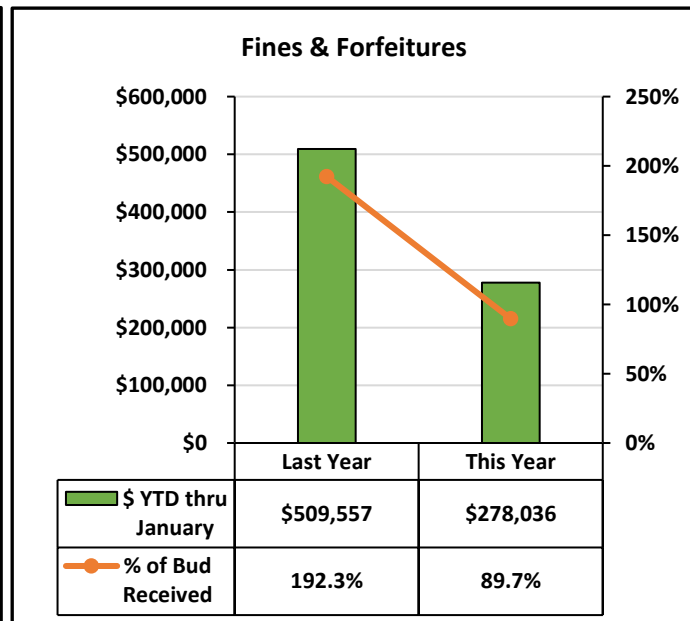
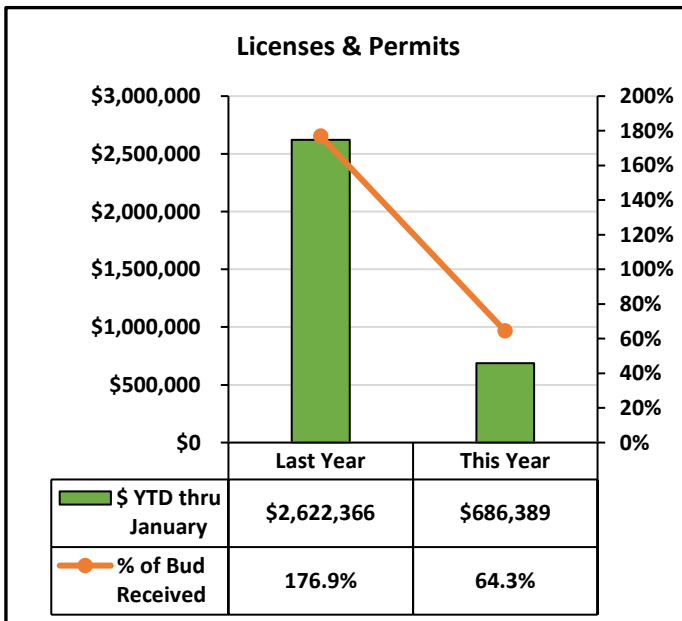
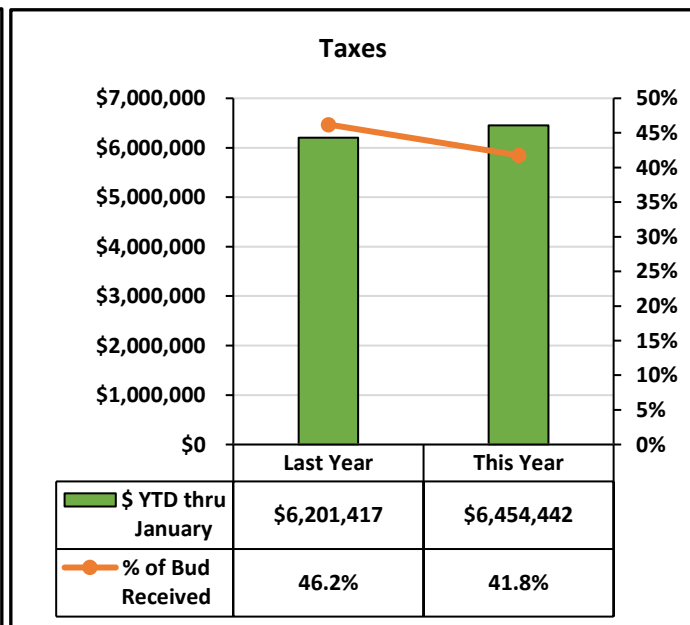
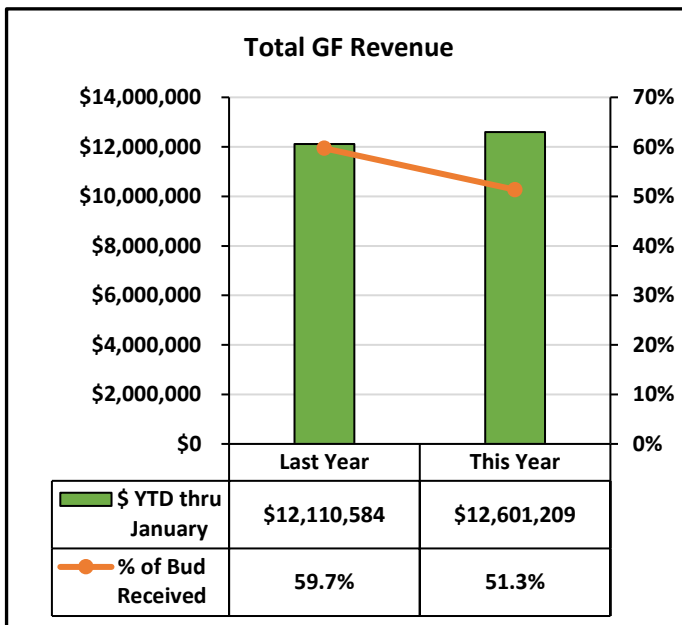


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to 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.

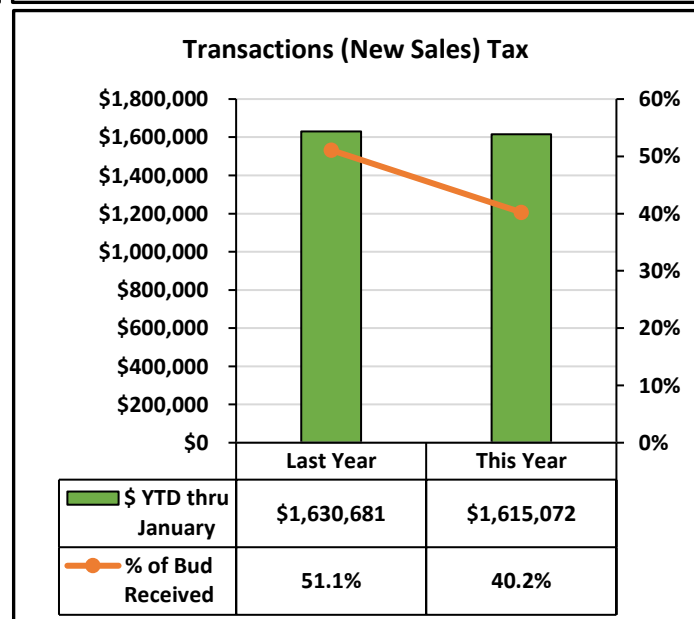
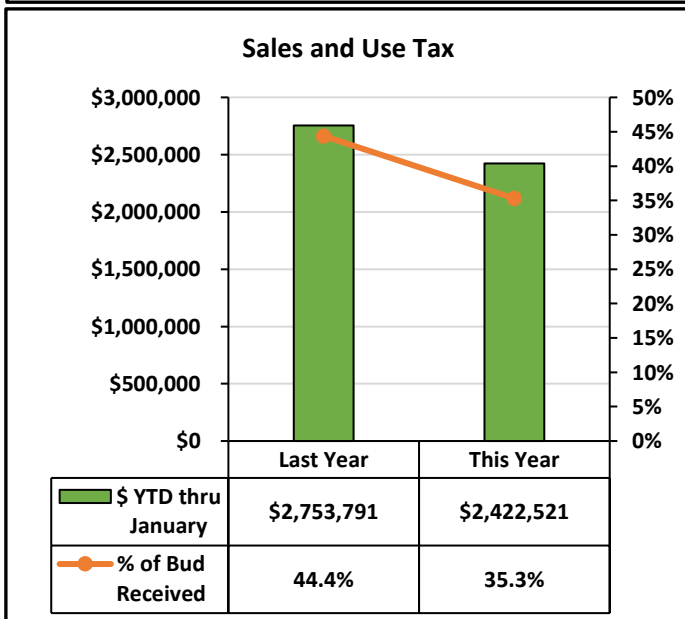
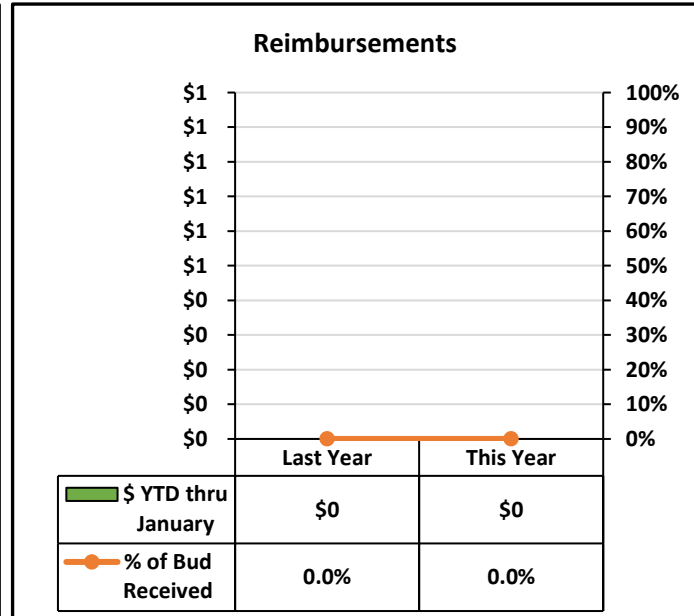
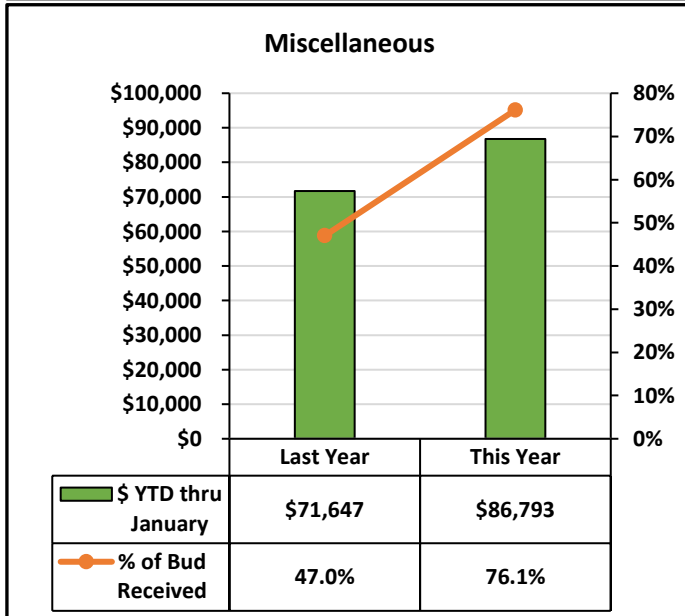
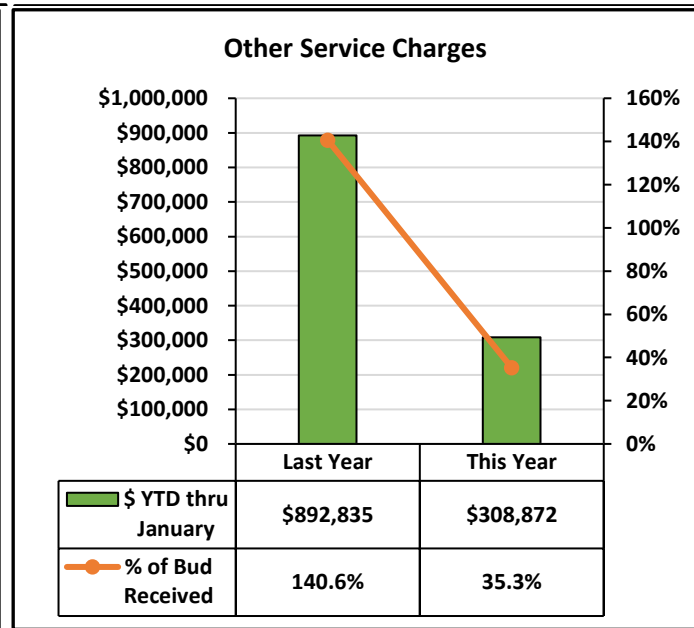
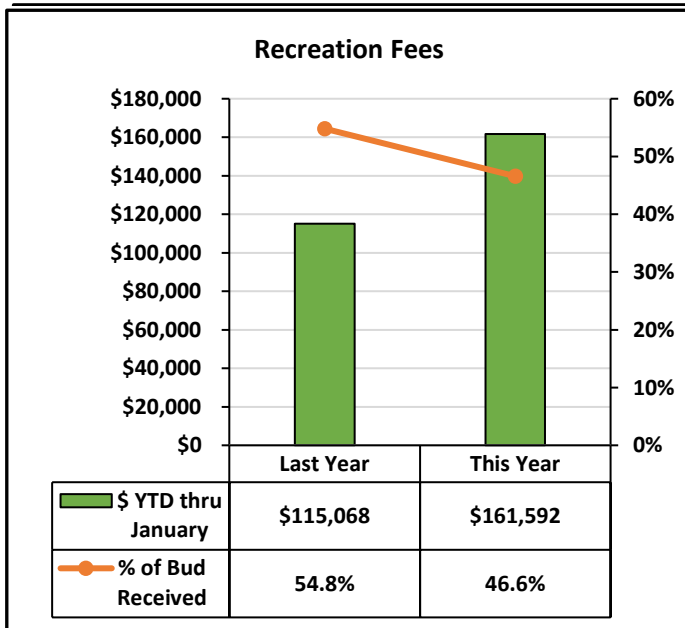
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through January versus Prior Year



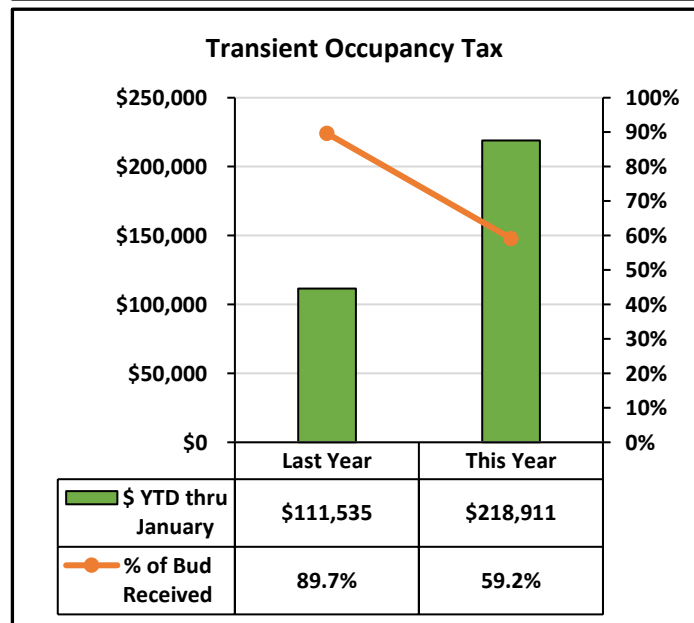
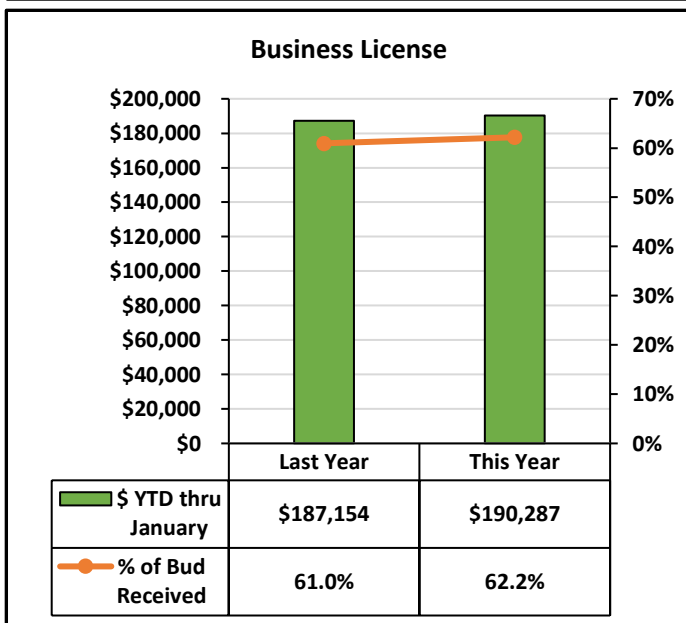
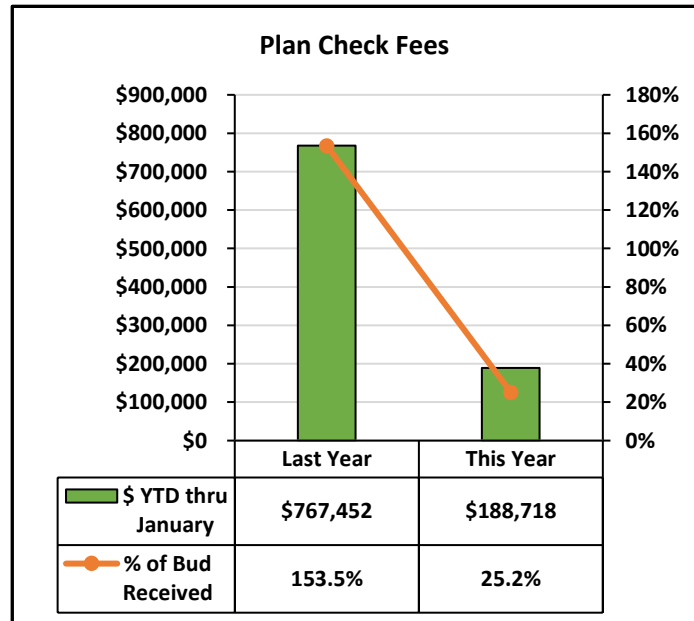
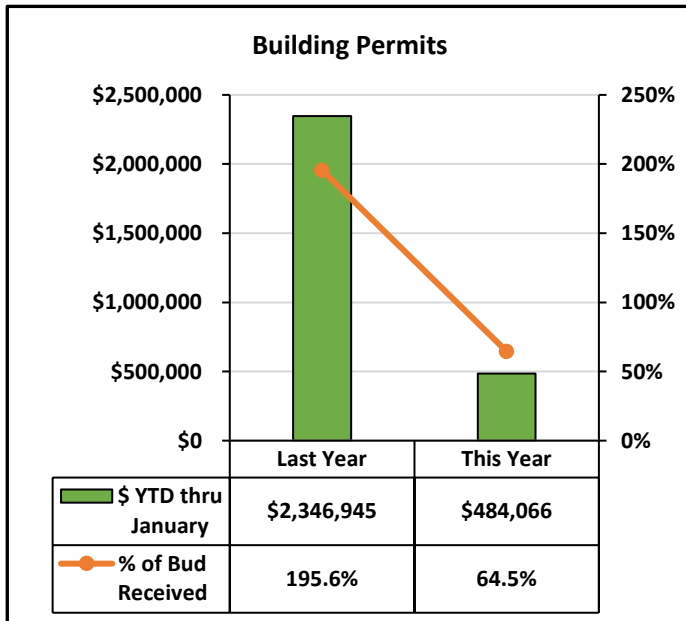
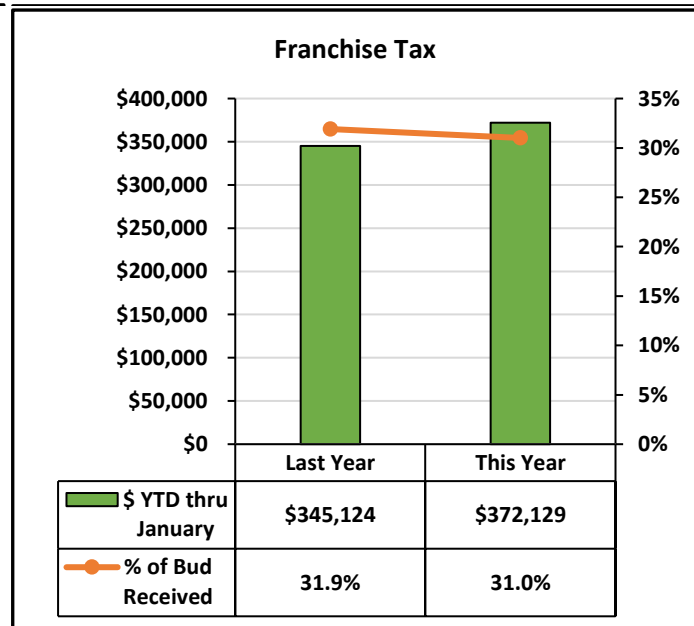
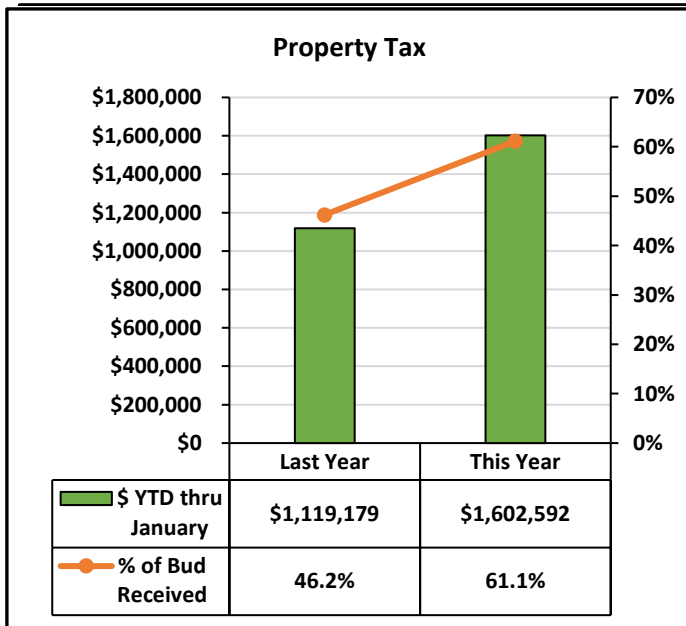
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through January versus Prior Year



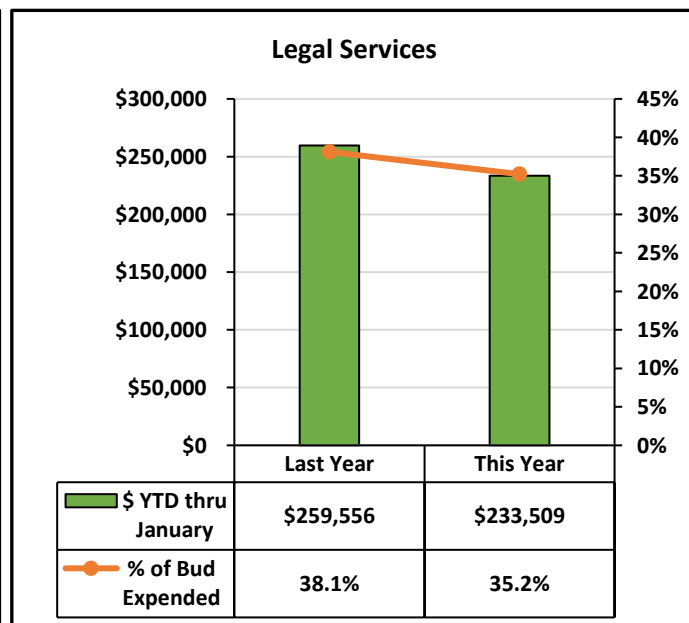
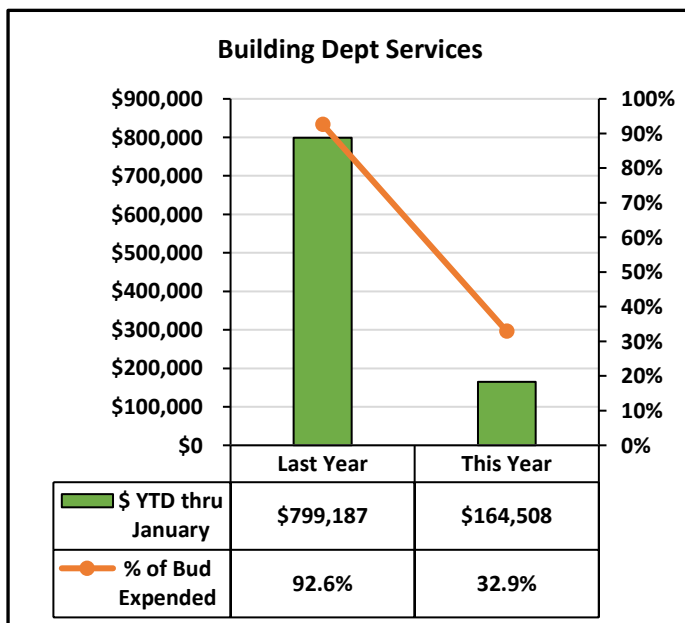
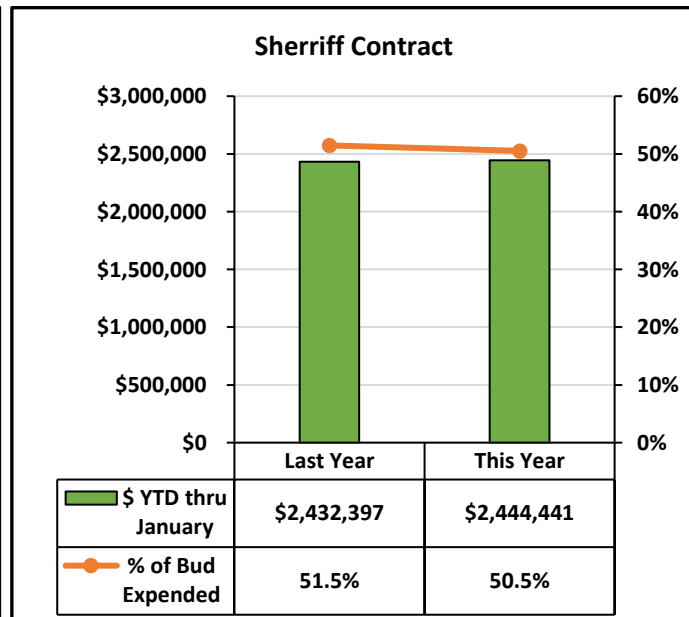
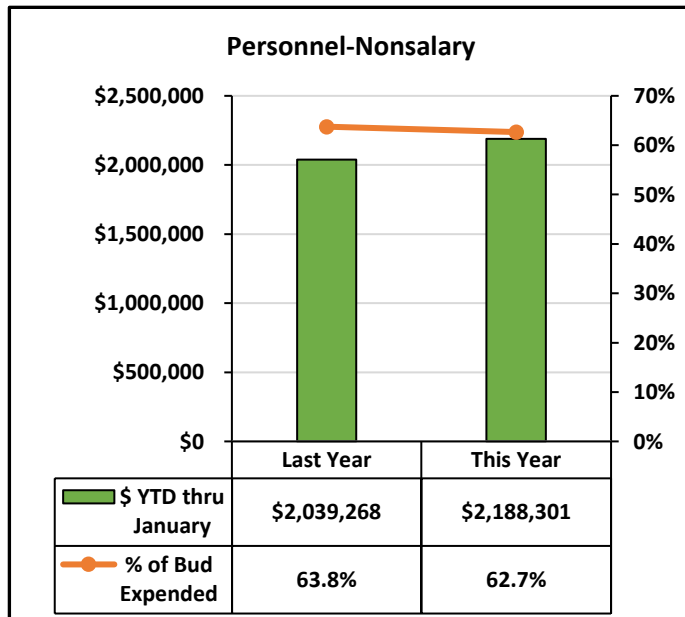
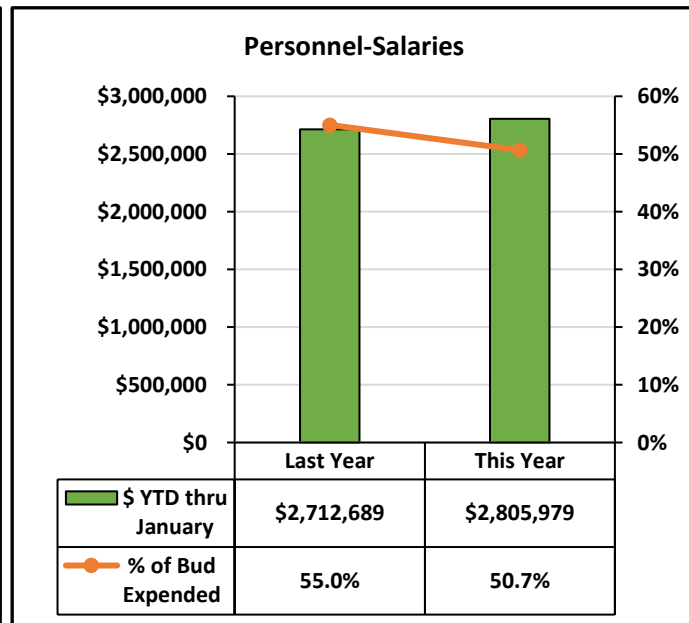
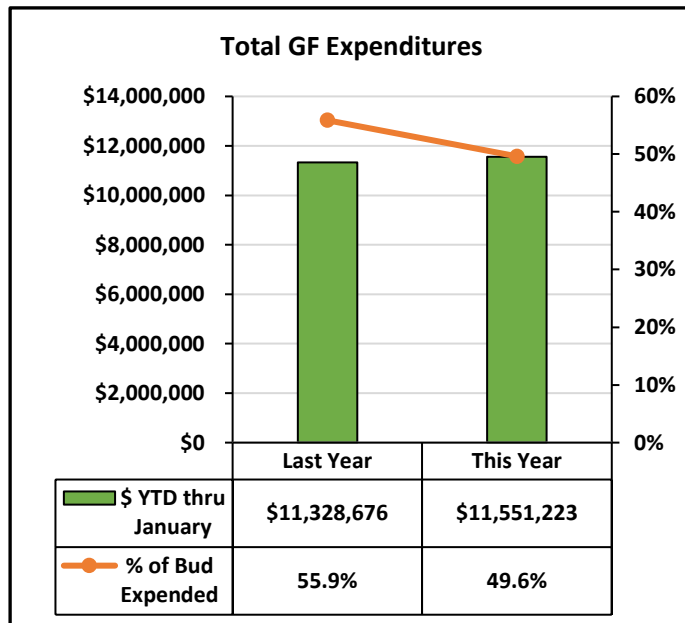
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through January versus Prior Year



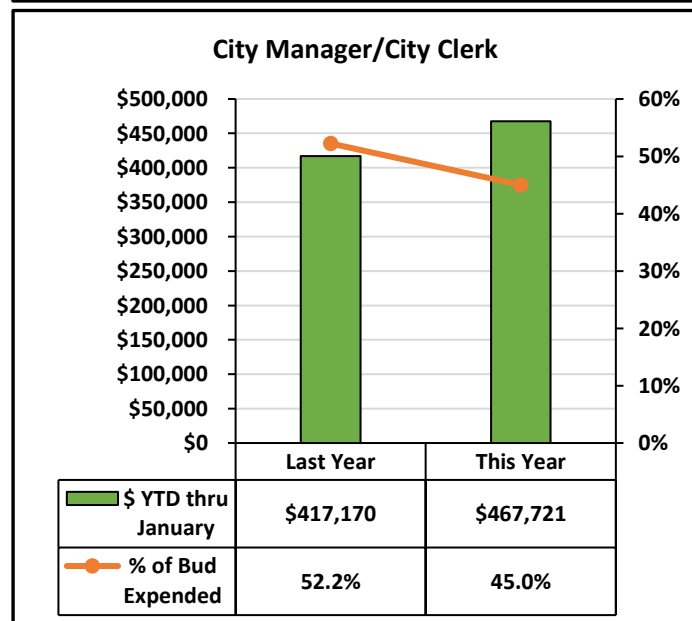
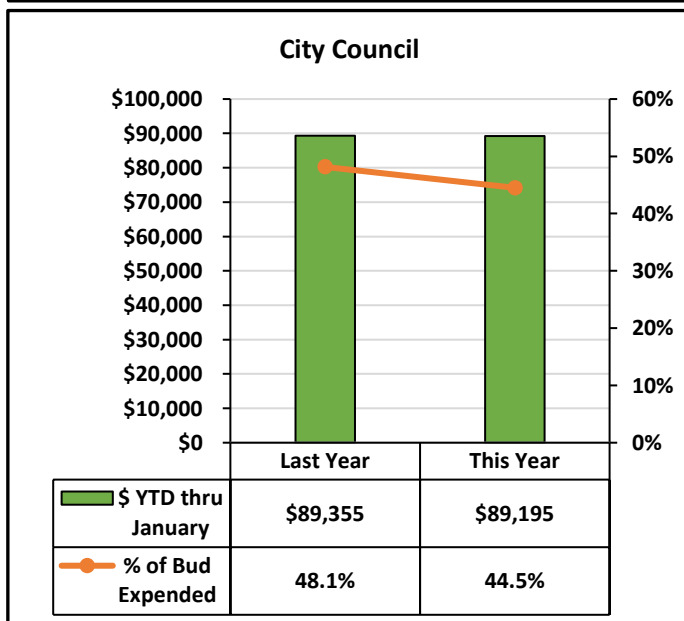
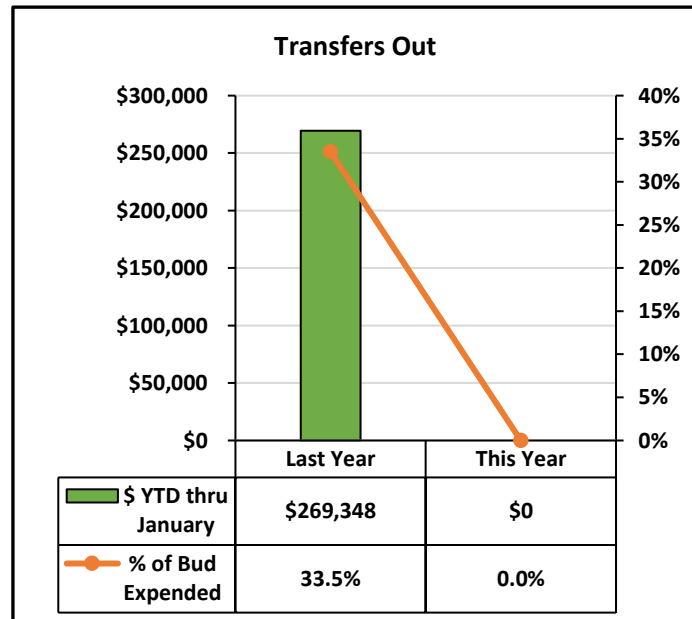
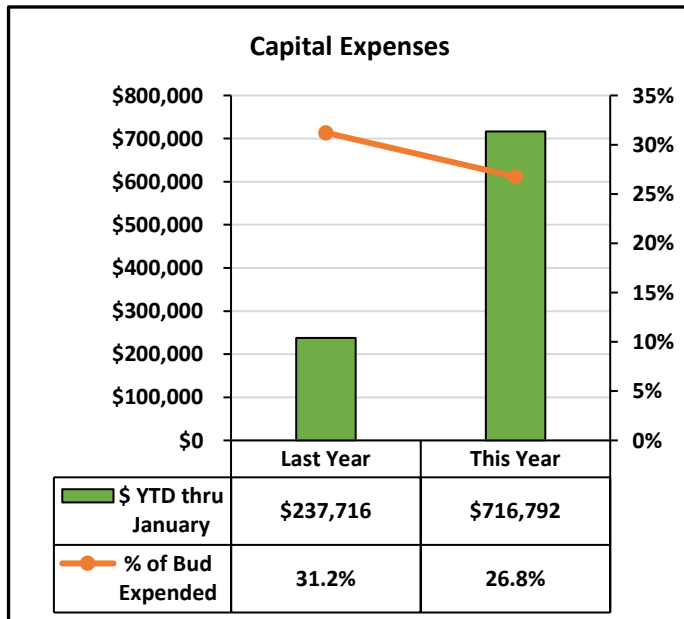
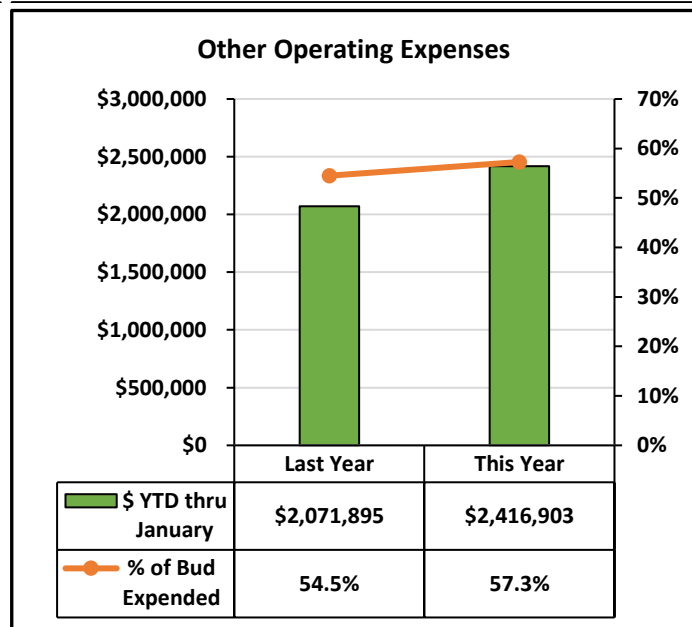
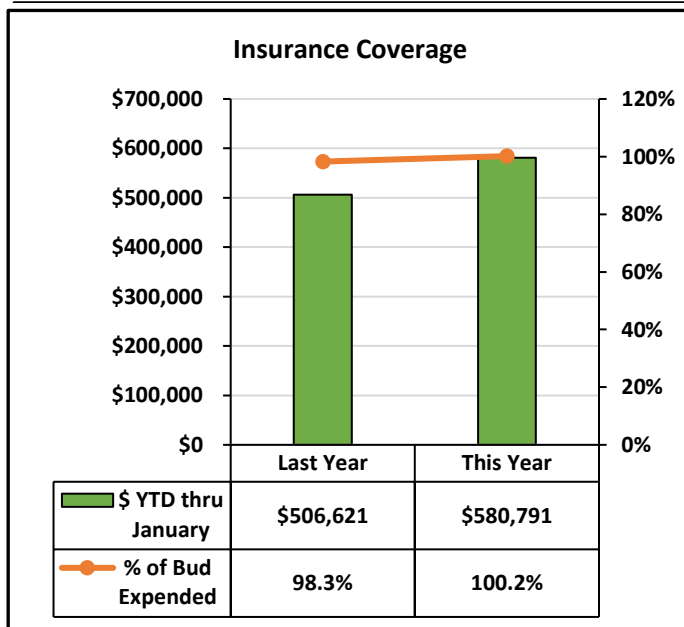
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through January versus Prior Year



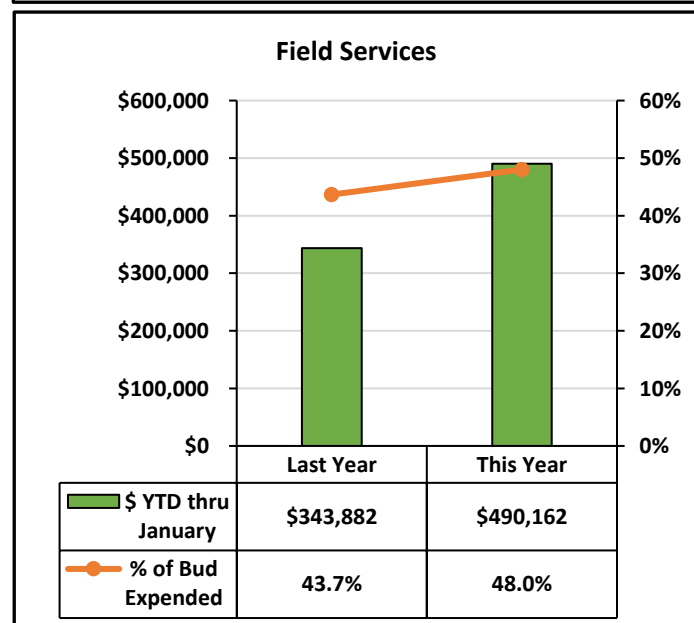
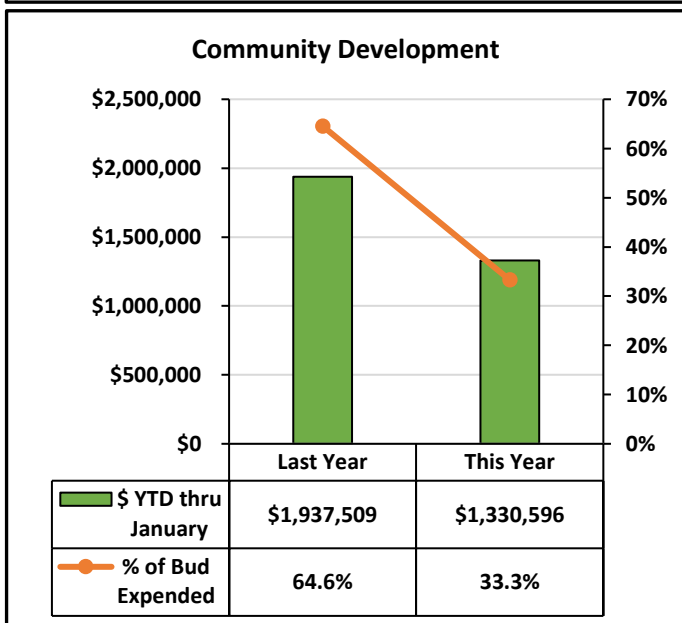
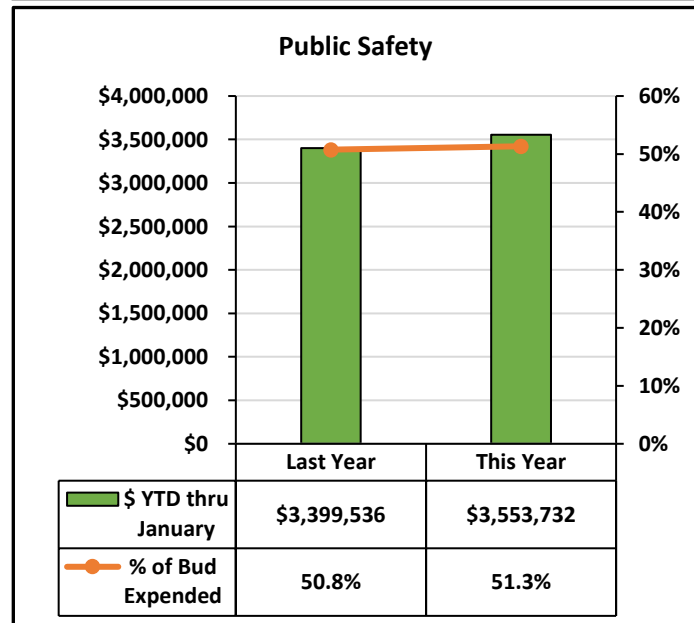
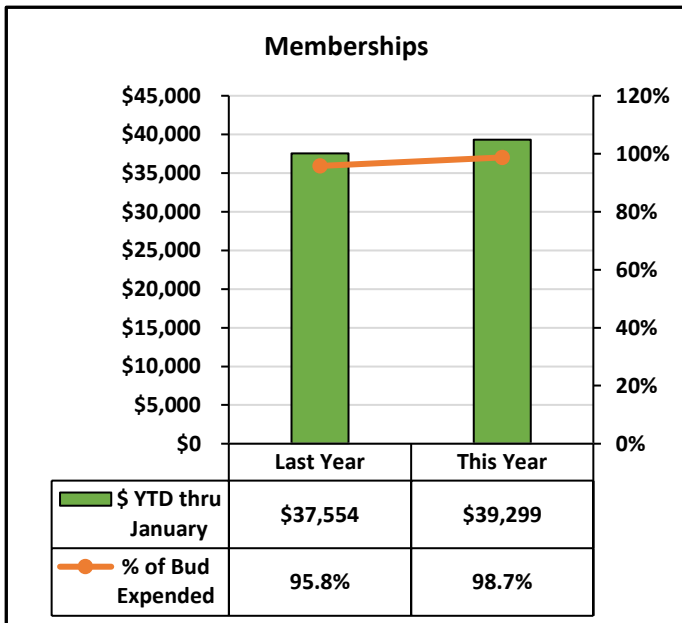
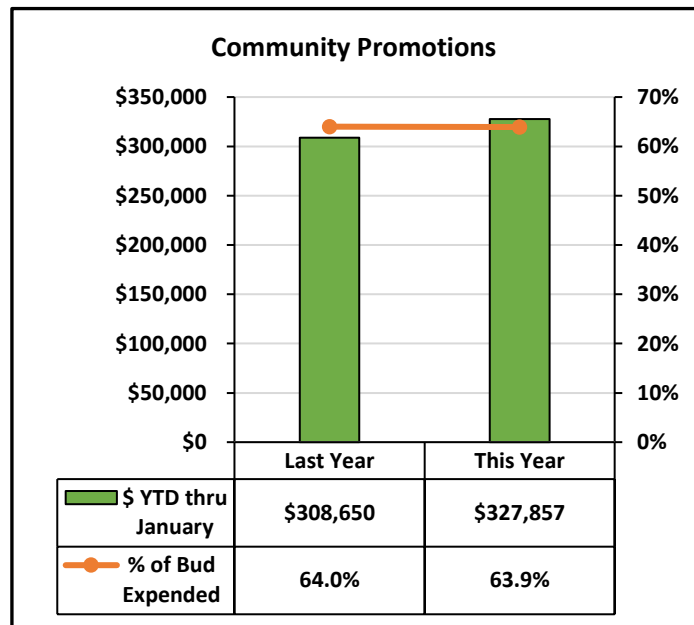
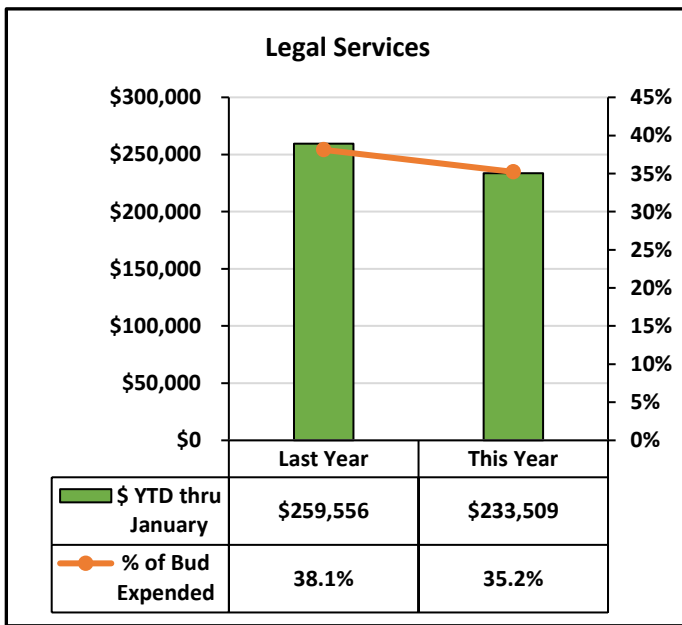
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through January versus Prior Year



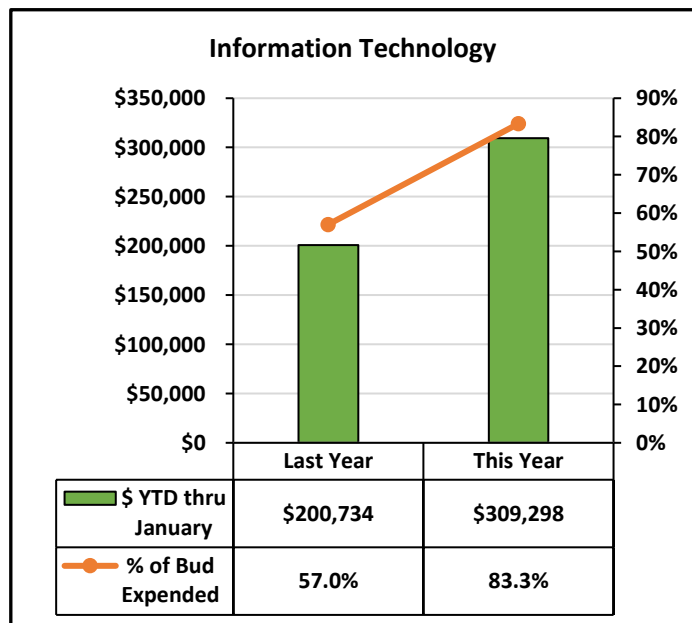
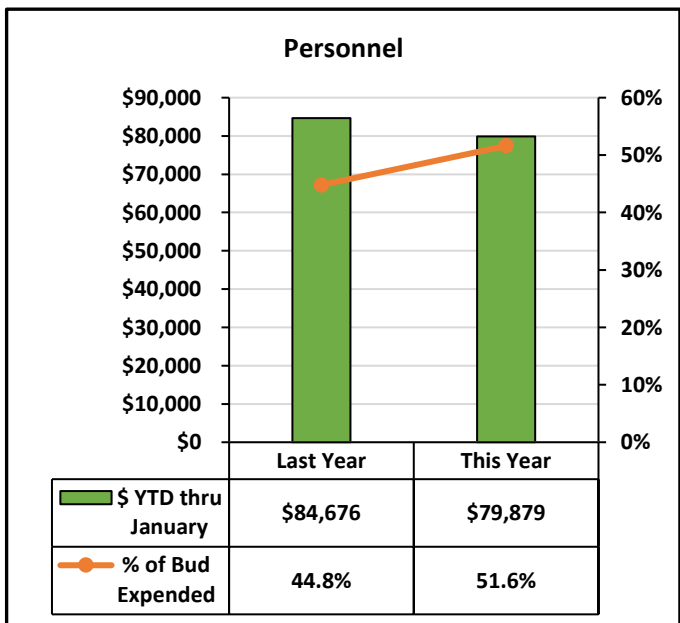
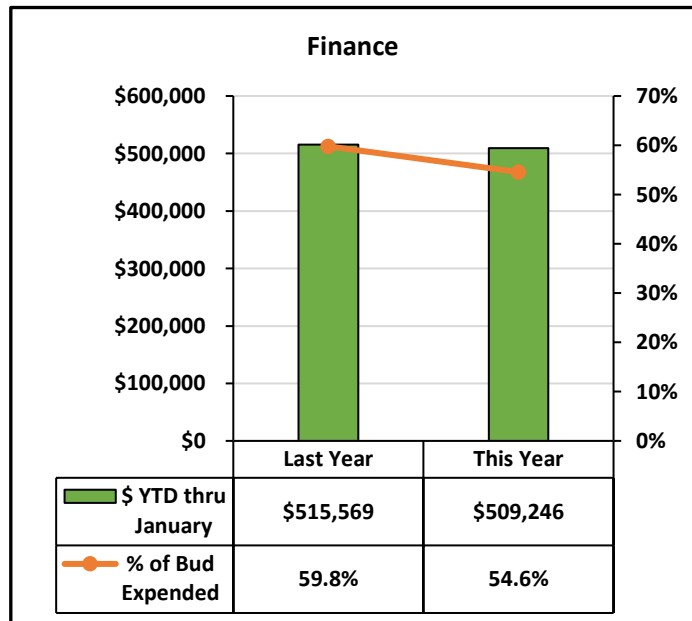
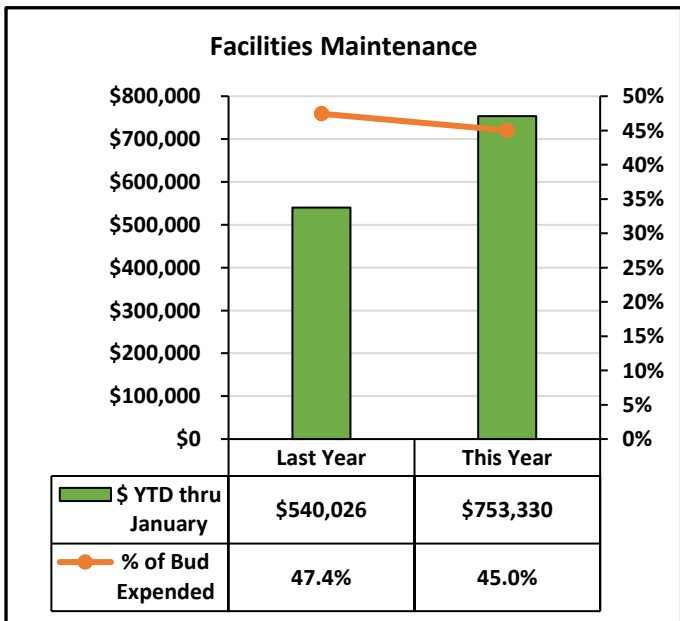
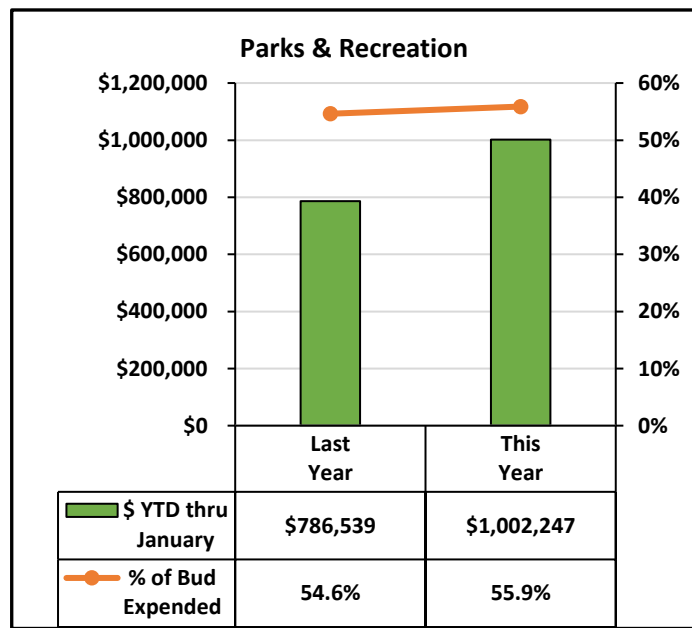
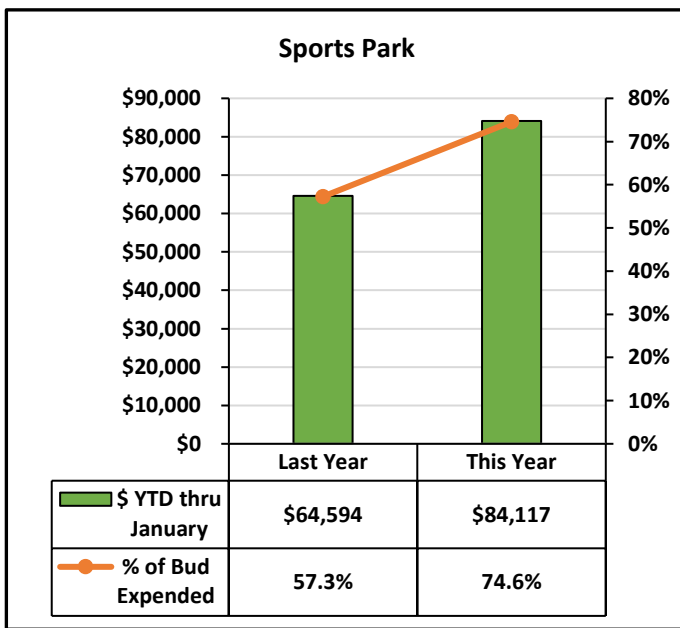
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through January versus Prior Year



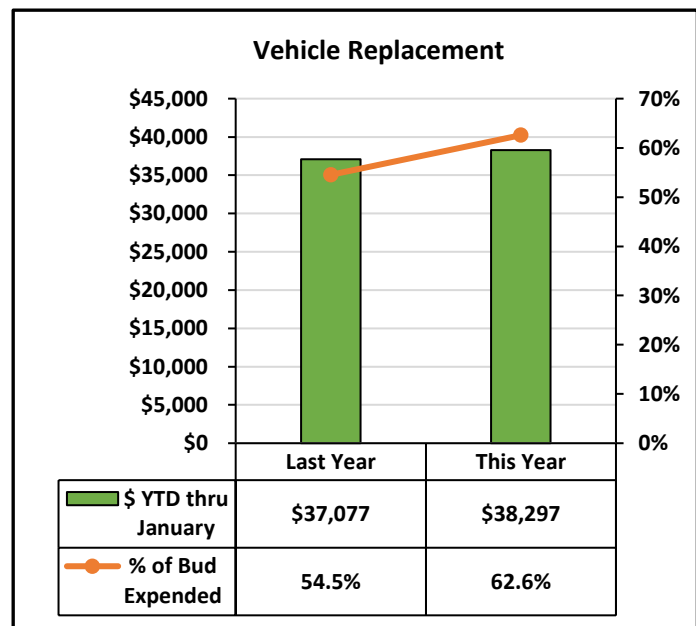
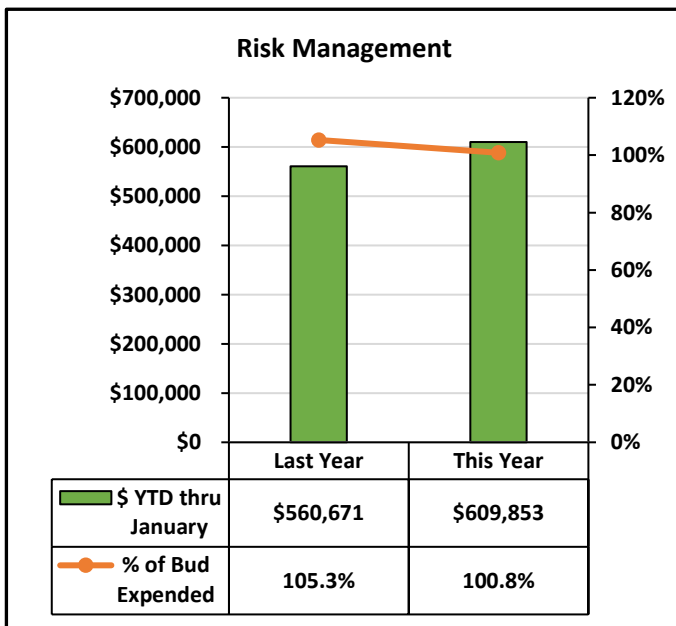
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through January versus Prior Year



CITY OF DUARTE

**General Fund Expenditures by Category & Division
FY 2022-23 Year-to-Date Through January versus Prior Year**



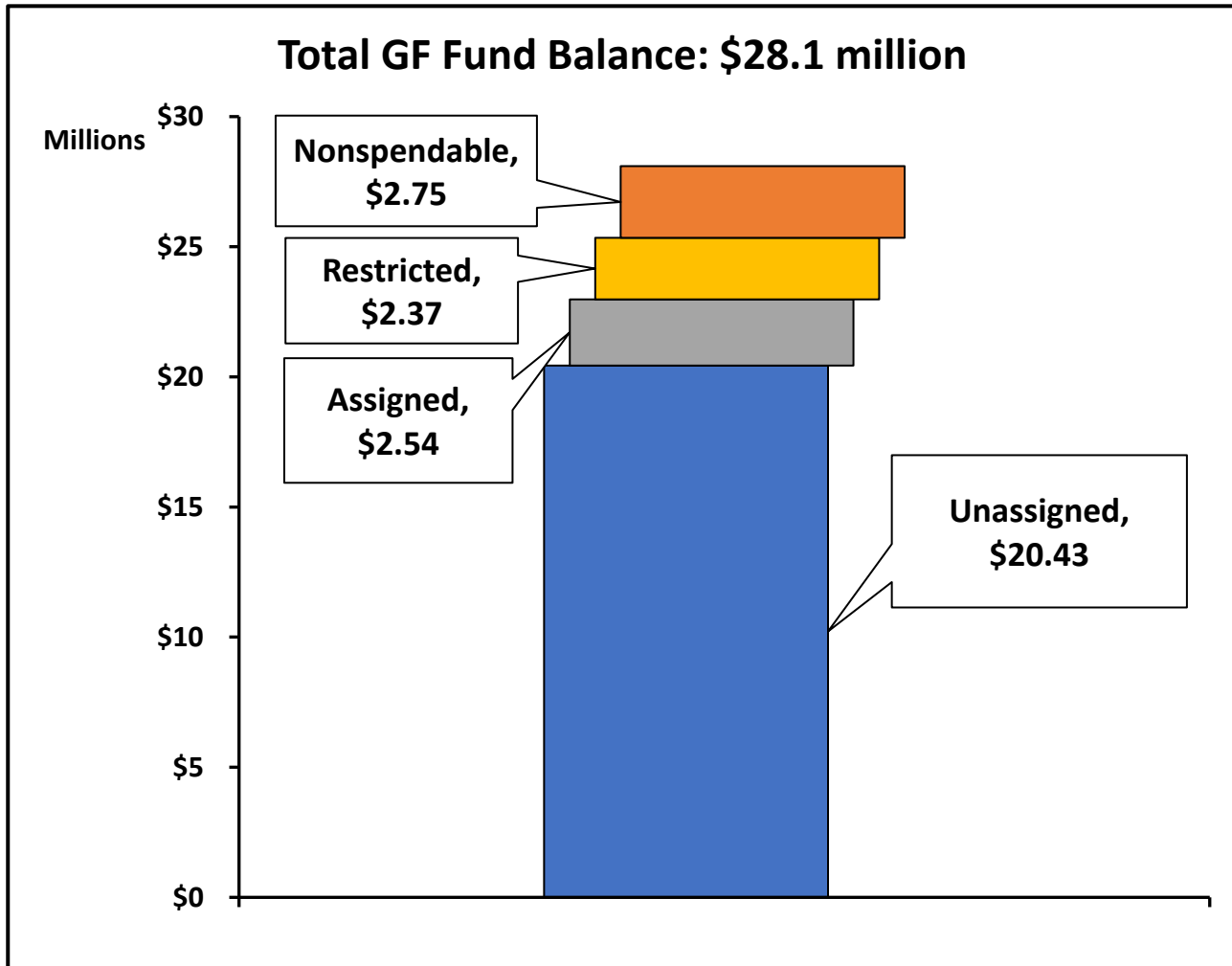
CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2022-23 Year-to-Date Through January

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	28,094,578	12,601,209	0	11,551,223	0	1,049,986	29,144,564
220	Gas Tax	2,226,873	352,190	0	296,984	0	55,206	2,282,079
225	SB1/RMRA	842,601	206,453	0	20,825	53	185,575	1,028,176
240	Lghtng & Lndscpng	102,576	527,975	0	584,905	0	(56,930)	45,646
260	CDBG	(1,763)	200,116	0	364,654	0	(164,538)	(166,301)
270	PAEG	49,130	8,376	0	38,084	0	(29,709)	19,421
290	Supp Law Enfrcmnt	0	165,555	0	89,302	0	76,253	76,253
300	Bike & Ped Safety	(53)	0	53	0	0	53	0
320	Air Quality (AQMD)	132,540	15,042	0	11,267	0	3,775	136,315
400	Park Development	0	0	0	24,436	0	(24,436)	(24,436)
420	Quimby	67,648	421	0	0	0	421	68,069
440	Prop A	908,410	349,248	0	269,205	0	80,043	988,453
460	Prop C	227,250	286,322	0	217,352	0	68,970	296,220
470	Mea R	984,740	213,894	0	32,382	0	181,512	1,166,252
475	Mea M	667,984	239,370	0	0	0	239,370	907,354
490	Mea W	190,757	1,129	0	14,435	0	(13,306)	177,451
520	Town Cntr Debt Serv	109,632	71	0	75,515	0	(75,444)	34,188
521	Infra Mod Debt Srv	0	0	0	220,837	0	(220,837)	(220,837)
610	Inclusionary Hsng	528,609	3,293	0	0	0	3,293	531,902
620	Community Impr	330,180	143,013	0	114,000	0	29,013	359,193
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,000,389	12,358	0	20,318	0	(7,960)	1,992,429
681	Fmr RDA L/M Hsg	4,051,832	19,718	0	8,191	0	11,527	4,063,359
Total - All Funds		41,513,913	15,345,754	53	13,953,914	53	1,391,840	42,905,753

CITY OF DUARTE

Components of Fund Balance in the General Fund as of 7/1/2022



"Nonspendable" Fund Balance: \$2.74 million: Consists of assets that are inherently unspendable in their current form. Nearly all of Duarte's \$2.75 million in nonspendable assets consist of the book value of land held for resale.

"Restricted" Fund Balance: \$2.37 million: Consists of amounts with externally enforceable legal restrictions on the use of the funds. Of the City's restricted funds, the largest portion - over \$2.1 million - may only be used to enhance economic development within the Town Center Specific Plan area.

"Assigned" Fund Balance: \$2.54 million: Comprises amounts intended to be used for specific purposes, as determined by the City Council or by an official delegated by the City Council to make such an assignment. These funds consist of General Fund monies made available by ARPA, and will be used on a range of council-designated special projects.

"Unassigned" Fund Balance: \$20.43 million: This category of fund balance is generally synonymous with the City's discretionary General Fund reserves. These funds may be used for any legitimate governmental expense.



Agenda Item: 11G
CM Review: AD
Fiscal Review: AD

AGENDA REPORT

MEETING DATE: February 28, 2023
TO: Mayor and Members of the City Council
FROM: Brian Villalobos; Director of Public Safety
SUBJECT: Approval of Civica Law Group, APC, Agreement for Municipal Citation Legal Services
RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Municipal Citation Legal Services
FISCAL IMPACT: Funding for this Agreement was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP

BACKGROUND

Matt Silver and his team have provided code enforcement legal services to the City since 2015. Matt and members of his team are transitioning to a new law firm, Civica Law Group, APC, and Silver & Wright LLP will discontinue operations. The attorneys who currently service the City will continue servicing the City via Civica Law Group, and the rate with the City would remain the same, should the City choose to remain with Matt Silver and contract with Civica Law Group.

DISCUSSION/ANALYSIS

Under the proposed Agreement, the Civica Law Group, APC, (“Civica”) will provide the City with legal advice, representation and assistance regarding Los Angeles Sheriff’s Department or City-issued criminal citations based on the City of Duarte Municipal Code, and will act as the City Prosecutor on the City’s behalf for Municipal Code violations.

For all legal services provided in this Agreement, the City will pay Civica a flat fee in the amount of \$6,000 per month, which will be paid in equal monthly installments. This flat fee excludes services for trials and writs/appeals, given their unpredictable and unforeseeable nature, and excludes costs as provided in Section 5(D) of the Agreement, which will be reimbursed separately by the City. For the legal services referenced above that are not included in the flat rate, the City will pay Civica at the blended rate of \$243 per hour for attorney representation and \$153 per hour for paralegals and clerks, which rates shall increase by 3% rounded to the nearest dollar on January 1 of each year.

Civica will perform all legal services required under this Agreement as an independent contractor of the City and will remain a wholly independent contractor of the City with only such obligations as are required under this Agreement.

The term of this Agreement will commence on the Effective Date set forth in this Agreement and will continue in full force and effect until terminated as provided herein. This Agreement may be terminated at any time upon thirty (30) days' written notice, from the date of receipt, from either Party, with or without cause.

RECOMMENDATION

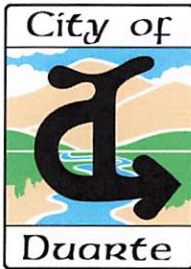
It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Municipal Citation Legal Services.

FISCAL IMPACT

Funding for this Agreement was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP.

ATTACHMENTS

Attachment - Agreement for Municipal Citation Legal Services



Agenda Item: 11H
CM Review: [Signature]
Fiscal Review: [Signature]

AGENDA REPORT

MEETING DATE: February 28, 2023
TO: Mayor and Members of the City Council
FROM: Brian Villalobos; Director of Public Safety
SUBJECT: Approval of Civica Law Group, APC, Agreement for Code Enforcement Legal Services
RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Code Enforcement Legal Services
FISCAL IMPACT: Funding for this Agreement with Civica Law Group, APC, was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP

BACKGROUND

Matt Silver and his team have provided code enforcement legal services to the City since 2015. Matt and members of his team are transitioning to a new law firm, Civica Law Group, APC, and Silver & Wright LLP will discontinue operations. The attorneys who currently service the City will continue servicing the City via Civica Law Group, and the rate with the City would remain the same, should the City choose to remain with Matt Silver and contract with Civica Law Group.

DISCUSSION/ANALYSIS

Under the proposed Agreement, the Civica Law Group, APC, (“Civica”) will provides the City with advice and representation on code enforcement and other matters as assigned. Civica will report on a regular basis to the City on all client-related matters, and shall handle matters subject to the input, oversight and direction of City staff.

For all legal services provided in this Agreement, the City will pay Civica at the blended rate of \$243 per hour for attorney representation and \$153 per hour for paralegals and clerks. These rates will increase by 3% rounded to the nearest dollar on January 1 of each year.

Civica will perform all legal services required under this Agreement as an independent contractor of the City and will remain a wholly independent contractor of the City with only such obligations as are required under this Agreement.

The term of this Agreement will commence on the Effective Date set forth in this Agreement and will continue in full force and effect until terminated as provided herein. This Agreement may be terminated at any time upon thirty (30) days’ written notice, from the date of receipt, from either Party, with or without cause.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Code Enforcement Legal Services.



FISCAL IMPACT

Funding for this Agreement with Civica Law Group, APC, was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP.

ATTACHMENTS

Attachment - Agreement for Code Enforcement Legal Services



Agenda Item: 13A
CM Review: 
Fiscal Review: 

AGENDA REPORT

MEETING DATE: February 28, 2023
TO: Mayor and Members of the City Council
FROM: Kristen Petersen, Director of Administrative Services
SUBJECT: Fiscal Year 2022/23 Mid-Year Budget Report
RECOMMENDATION: It is recommended that the City Council receive and file the mid-year budget report and approve the corresponding budget amendments as delineated in Attachment 2.
FISCAL IMPACT: The recommended budget amendments are detailed in Attachment 2 and the net increase to expenses is summarized by fund as follows:

General Fund	\$0
Gas Tax Fund	\$160,000
Lighting Landscape Fund	\$0
PAEG Fund	\$45,000
Prop A Fund	\$45,000
Prop C Fund	\$40,000
Measure R Fund	\$38,000
Town Center Debt Service Fund	\$74,200

BACKGROUND

Staff has completed the mid-year budget projections for the 2022/23 fiscal year. The results of this process are presented in Attachment 1 to this report. The information in the attachment is organized by fund, and compares amounts budgeted to projected year-end revenues, expenditures and fund balances. This report also discusses certain budget amendments, which are summarized in Attachment 2.

Currently, fiscal year 2022/23 revenues and expenses are projected to come in very close to the original budget. In fact, actual revenues are estimated to be only 2% higher and expenses are estimated to be 2% lower than originally projected. As a result, staff is estimating that the General Fund will reflect a surplus of \$2,404,300, which will increase the unassigned reserves to \$20.6 million or 90% of the General Fund expenditures.

Generally speaking, the anticipated increase to General Fund revenue is a result of higher than expected property tax, transient occupancy tax and motor vehicle license fees. This is partly offset by lower than projected plan check fees and sales tax revenue. The anticipated reduced expenses on the other hand are largely the result of delayed projects and are expected to take place in next year's budget. Elements contributing to the changes in revenues and expenses are described in further detail in the narrative below.

DISCUSSION/ANALYSIS

Revenues:

At year-end, total General Fund revenues are projected to be \$25.1 million. This amount represents an increase of \$568,200 or 2.3% as compared to the adopted budget. This increase was the result of several changes in revenue as discussed below.

Reduced Plan Check Fees - Plan check fees are estimated to be less than budgeted due to the fact that the plans for the second phase of the MBK project came in sooner than expected (in the very last days of June 2022), instead of later in the year as projected.

Reduced Sales Tax Revenue - As far as sales tax revenue, we are seeing the reduced sales in autos and grocery stores, as we expected in our original projections. However, the unexpected closure of Big Lots and Rite Aid and its impact on our share of the County pool has further reduced sales tax revenues and will continue to do so until they are replaced.

Increased Property Tax Revenue – Property tax revenue in Duarte continues to outperform the initial projections prepared by HdL. The original projections prepared in February 2022 were \$2.6 million in property tax revenue. Based on HdL’s most recent update in January 2023, it is now projected to come in at \$3.1 million. This is largely due to the dissolution of the Successor Agency and the resulting flow of property tax and unitary revenue to the City, instead of the former redevelopment agency.

Increased Transient Occupancy Tax Revenue – TOT is projected at \$460,000 by the end of fiscal year 2022/23. With the opening of the new City of Hope Hotel in early December we have seen a gradual increase in new Transient Occupancy tax revenue. Currently the hotel is open to outpatients, patient’s families, and traveling medical professionals visiting the City of Hope.

Motor Vehicle License Fees – The MVLFF for this year has come in 7.5% higher than last year, resulting in \$122,000 more than originally projected.

Expenditures:

At year-end, total General Fund expenditures are projected to be \$22.7 million. This amount represents a decrease of 2.5% or \$577,500, as compared to the adopted budget. This is the result of both increases and decreases in many of our expenses. While staff is recommending several amendments to move appropriations into specific account numbers as needed, the net impact to the General Fund is zero, as the increases are balanced by other decreased expenditures. A discussion of a few key items is highlighted below.

Community Development – Several projects in the original 2022/23 budget will be delayed and carried forward to fiscal year 2023/24, thus reducing estimated expenses. For example, any further construction related to the Highland Promenade project is expected to be delayed until fiscal year 2023/24. In addition, while assessments and discussions on the northeast corner of Buena Vista/Huntington Drive are underway, the economic studies for the southeast corners of Buena Vista/Huntington Drive and Buena Vista/Duarte Road will most likely be delayed until next fiscal year.

Field Services – The City Council approved funding for the installation of Krail and any emergency cleanup on October 11, 2022. While the City Council authorized up to \$466,000 for this event, we estimate that actual expenditures needed for these costs will be closer to \$170,000.

Parks and Recreation – Several programs in Parks and Recreation have cost more than projected in the original budget. For example, the City Picnic, Senior Center programming and the Independence Day celebration each saw increases in the cost of supplies and equipment. In addition, the City Council approved part time salary increases as a result of the new minimum wage requirements on November 22, 2022, that impacted the budgets for the Fitness Center, Aquatics program and Senior Center. On January 24, 2023, the City Council approved an amendment of \$30,000 for a contract with LPA to conduct a design and ADA assessment for the Fitness Center Pool area.

Facilities Maintenance – Building maintenance expenses have increased overall due to the cost of supplies. However, we also saw a handful of one-time expenses, such as the repairs related to the theft and vandalism of the Senior Center air conditioning units and the need to replace the Fitness Center water heater. Based on the most recent information on the new Beardslee restrooms, which we expect to have completed by this Summer, we have increased the project budget by \$60,000. In addition, the City Council approved an amendment of \$85,000 on February 14, 2023, for the new message board installation as that project was delayed from 2021/22.

Information Technology – We continue to expand our investments in computer, internet and information technology as it moves into every aspect of our service to the community. We have increased the number of cell phone and laptop users, software licenses and cyber security programs. In addition, City Council approved the contract with HdL on September 27, 2022, for the new business licensing program that will allow customers to apply, renew and pay for business licenses online.

Other Funds

Lighting and Landscape Fund – The Citywide Lighting and Landscape District is expected to have a \$15,000 increase in expenses due to additional electricity costs triggered largely by the five new traffic signals in the City. There also is a \$68,000 increase in the landscape costs of the Brightview contract, which is scheduled to go out to RFP in the next few months. Because the Citywide Lighting and Landscape District has limited funds, these additional costs will result in an increase to the General Fund subsidy of the district. The Neighborhood Lighting and Landscape Districts are expected to spend \$22,500 more than projected due to increased landscape contract costs. Please note that the Neighborhood Districts will bear these increased costs from their individual Neighborhood district fund balances and as a result, this will not impact the General Fund.

PAEG Fund – The final replacements and enhancements to the audio-visual equipment in the Community Center for the City Council meetings were recently completed and as a result, \$45,000 will be charged to the PAEG fund.

Prop A and Prop C Funds – In prior years the City paid Foothill Transit for the cost of DuartEBus services net of the revenue collected. Per the auditor's recent direction, we now need to pay for

the gross cost of services and receive the revenue separately. As a result, we need to increase the budgeted expenses in both funds, recognizing that revenues will increase for each fund accordingly.

Measure R Fund – The City’s FY 21/22 Concrete repair project was delayed and as a result, the final payment was paid out in fiscal year 2022/23, thus increasing the expenses by \$38,000.

Town Center Debt Service Fund – The final payment of the Town Center Debt Service was paid out on July 15, 2023. Unfortunately, the principal amount of \$74,200 was not included in the original budget document. With this final payment, the Town Center Debt is now retired.

RECOMMENDATION

It is recommended that the City Council receive and file the mid-year budget report and approve the corresponding budget amendments as delineated in Attachment 2.

FISCAL IMPACT

The recommended budget amendments are detailed in Attachment 2 and the net increase to expenses is summarized by fund as follows:

General Fund	\$0
Gas Tax Fund	\$160,000
Lighting Landscape Fund	\$0
PAEG Fund	\$45,000
Prop A Fund	\$45,000
Prop C Fund	\$40,000
Measure R Fund	\$38,000
Town Center Debt Service Fund	\$74,200

ATTACHMENTS

- Attachment 1 – Mid-Year Budget 2022/23
- Attachment 2 – Mid-Year Proposed Budget Amendments

**Attachment 1
MID-YEAR BUDGET 2022-23**

	FY 2022-23 Adopted Budget	Proposed Amendments	FY 2022-23 Amended Budget	FY 2022-23 Est Actual
GENERAL FUND				
Revenues:				
Property tax	2,621,000		2,621,000	3,100,000
Sales tax	10,878,000		10,878,000	10,661,000
Franchise tax	1,200,000		1,200,000	1,200,000
Business license tax	306,000		306,000	306,000
Other taxes	450,000		450,000	535,000
Building permits	750,000		750,000	750,000
Other licenses & permits	317,000		317,000	307,000
Interest	16,100		16,100	16,500
Other uses of money & property	239,400		239,400	241,400
Motor vehicle in lieu fees	2,638,000		2,638,000	2,760,000
Other intergovernmental	2,777,800		2,777,800	2,925,700
Recreation fees	346,900		346,900	321,000
Other service charges	976,000		976,000	870,100
Fines & forfeitures	310,000		310,000	335,000
Miscellaneous revenues	14,000		14,000	9,000
Reimbursements from other funds	700,200	-	700,200	770,900
Transfers in from other funds	-		-	-
Total Revenues	24,540,400	-	24,540,400	25,108,600
Expenditures:				
City council	200,400	-	200,400	178,500
City manager	1,039,400	-	1,039,400	989,900
Legal services	663,000	-	663,000	624,000
Com. Promotions & memberships	552,700	-	552,700	529,700
Public safety	6,922,800	-	6,922,800	6,854,400
Community development	3,997,800	(575,000)	3,422,800	3,097,800
Field services	1,133,400	80,000	1,213,400	1,199,500
Parks and recreation	1,793,500	90,000	1,883,500	1,876,100
Facilities maintenance	1,673,500	105,000	1,778,500	1,764,500
Administrative services	4,534,100	225,000	4,759,100	4,746,200
Transfers out to other funds	771,200	75,000	846,200	843,700
Total Expenditures	23,281,800	-	23,281,800	22,704,300
Revenues Over (Under) Expenditures	1,258,600			2,404,300
Beginning Fund Balance	28,094,578			28,094,578
Estimated Ending Fund Balance	29,353,178			30,498,900
Nonspendable-Land Held for Resale				2,738,700
Restricted - Special Projects				4,671,500
Restricted - Public Art				129,000
Restricted - Development Projects				2,033,700

Restricted - Storm Drain			93,700
Restricted- Pensions			146,700
Committed - Vehicle Replacement			49,100
Unassigned			20,636,500

STATE GASOLINE TAX

Revenues:

Interest	2,800		2,800	2,700
Gasoline tax	625,600		625,600	593,000
Total Revenues	628,400		628,400	595,700

Expenditures:

Miscellaneous projects	601,000	133,000	734,000	732,000
Reimbursement to General Fund	120,200	27,000	147,200	146,400
Total Expenditures	721,200	160,000	881,200	878,400

Revenues Over (Under) Expenditures	(92,800)	(160,000)	(252,800)	(282,700)
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Beginning Fund Balance	2,226,873			2,226,873
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Ending Fund Balance	2,134,073			1,944,200
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SB1/RMRA

Revenues:

Interest	600		600	600
RMRA	489,100		489,100	475,100
Total Revenues	489,700		489,700	475,700

Expenditures:

Street Improvements	-		-	-
Other Capital Improvements	400,000		400,000	400,000
Reimbursement to General Fund	80,000		80,000	80,000
Total Expenditures	480,000		480,000	480,000

Revenues Over (Under) Expenditures	9,700		9,700	(4,300)
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Beginning Fund Balance	842,601			842,601
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Ending Fund Balance	852,301			838,300
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LIGHTING AND LANDSCAPE

Revenues:

Transfers in - general fund	550,300	75,000	625,300	622,800
Assessments & other	986,500	25,000	1,011,500	1,016,871

Total Revenues	1,536,800	100,000	1,636,800	1,639,671
Expenditures:				
City-wide lighting	371,900	15,000	386,900	386,900
City-wide landscape	853,100	70,000	923,100	921,100
Landscape zones	363,300	15,000	378,300	385,800
Total Expenditures	1,588,300	100,000	1,688,300	1,693,800
Revenues Over (Under) Expenditures	(51,500)	-	(51,500)	(54,129)
Beginning Fund Balance	102,576			102,576
Ending Fund Balance	51,076			48,400

COMMUNITY DEVELOPMENT BLOCK GRANT

Revenues:				
Entitlement	750,000		750,000	606,000
Total Revenues	750,000		750,000	606,000
Expenditures:				
Street Improvements	-		-	-
ADA Improvements	750,000		750,000	606,000
Other	-		-	-
Total Expenditures	750,000		750,000	606,000
Revenues Over (Under) Expenditures	-		-	-
Beginning Fund Balance	-		-	-
Ending Fund Balance	-		-	-

PAEG FEES

Revenues:				
Interest Earnings	-		-	-
Fees	33,000		33,000	33,000
Total Revenues	33,000		33,000	33,000
Expenditures:				
Other Expenses	-	45,000	45,000	45,000
Total Expenditures	-	45,000	45,000	45,000
Revenues Over (Under) Expenditures	33,000	(45,000)	(12,000)	(12,000)
Beginning Fund Balance	49,130			49,130
Ending Fund Balance	82,130			37,100

SUPPLEMENTAL LAW ENFORCEMENT

Revenues:

Interest	100		100	100
Entitlement	160,000	-	160,000	150,000
Total Revenues	160,100	-	160,100	150,100

Expenditures:

Special events patrol	20,100		20,100	15,100
Contract law enforcement	140,000	-	140,000	135,000
Total Expenditures	160,100	-	160,100	150,100

Revenues Over (Under) Expenditures - - - -

Beginning Fund Balance - -

Ending Fund Balance - -

BICYCLE & PEDESTRIAN SAFETY

Revenues:

Interest	-		-	-
Entitlement	20,200	-	20,200	20,000
Total Revenues	20,200	-	20,200	20,000

Expenditures:

Sidewalk improvements	20,200	-	20,200	20,000
Total Expenditures	20,200	-	20,200	20,000

Revenues Over (Under) Expenditures - - - -

Beginning Fund Balance - -

Ending Fund Balance - -

AIR QUALITY MANAGEMENT

Revenues:

Interest	200		200	200
Entitlement & Other	28,000		28,000	35,000
Total Revenues	28,200	-	28,200	35,200

Expenditures:

Vehicles	20,400	-	20,400	19,300
Other	-		-	-
Reimbursement to General Fund	-		-	-

Total Expenditures	20,400	-	20,400	19,300
Revenues Over (Under) Expenditures	7,800	-	7,800	15,900
Beginning Fund Balance	132,540			132,540
Ending Fund Balance	140,340			148,400

PARK DEVELOPMENT FUND

Revenues:				
Interest	-		-	-
Grant Program Rev	576,000	-	576,000	439,000
Total Revenues	576,000		576,000	439,000
Expenditures:				
Park Improvements	478,000		478,000	341,000
Other	98,000	-	98,000	98,000
Total Expenditures	576,000		576,000	439,000
Revenues Over (Under) Expenditures	-	-	-	-
Beginning Fund Balance	-			-
Ending Fund Balance	-			-

QUIMBY ACT

Revenues:				
Interest	100		100	100
Assessments	-		-	-
Total Revenues	100		100	100
Expenditures:				
Park improvements	-		-	-
Total Expenditures	-		-	-
Revenues Over (Under) Expenditures	100			100
Beginning Fund Balance	67,648			67,648
Ending Fund Balance	67,748			67,700

TRANSPORTATION - PROPOSITION A

Revenues:				
Interest	1,600		1,600	1,500
Entitlement	523,500		523,500	523,500

Other Revenue	-	-	-	21,000
NTD Entitlement	38,000		38,000	-
Transfers In	-		-	-
Total Revenues	563,100	-	563,100	546,000
Expenditures:				
Reimbursement - General Fund	46,800		46,800	46,800
Transit services	467,600	45,000	512,600	513,900
Total Expenditures	514,400	45,000	559,400	560,700
Revenues Over (Under) Expenditures	48,700	(45,000)	3,700	(14,700)
Beginning Fund Balance	908,410			908,410
Ending Fund Balance	957,110			893,700

TRANSPORTATION - PROPOSITION C

Revenues:				
Interest	400		400	400
Other Revenue	-		-	17,000
Entitlement	434,200		434,200	434,200
Total Revenues	434,600	-	434,600	451,600
Expenditures:				
Reimbursement - General Fund	38,100		38,100	38,100
Transit services	380,600	40,000	420,600	420,000
Total Expenditures	418,700	40,000	458,700	458,100
Revenues Over (Under) Expenditures	15,900	(40,000)	(24,100)	(6,500)
Beginning Fund Balance	227,250			227,250
Ending Fund Balance	243,150			220,800

MEASURE R LOCAL RETURN

Revenues:				
Interest	1,700		1,700	1,600
Entitlement	325,700		325,700	325,700
Total Revenues	327,400	-	327,400	327,300
Expenditures:				
Reimbursements	110,000	6,000	116,000	116,400
Capital Improvements	550,000	32,000	582,000	582,000
Total Expenditures	660,000	38,000	698,000	698,400
Revenues Over (Under) Expenditures	(332,600)	(38,000)	(370,600)	(371,100)

Beginning Fund Balance	<u>984,740</u>	<u>984,740</u>
Ending Fund Balance	652,140	613,600

MEASURE M LOCAL RETURN

Revenues:		
Interest	500	500
Entitlement	369,100	369,100
Total Revenues	369,600	369,600
Expenditures:		
Reimbursements	-	-
Capital Improvements	-	-
Total Expenditures	-	-
Revenues Over (Under) Expenditures	369,600	369,600
Beginning Fund Balance	<u>667,984</u>	<u>667,984</u>
Ending Fund Balance	1,037,584	1,037,600

MEASURE W FUND

Revenues:		
Interest	-	-
Entitlement	250,000	250,000
Total Revenues	250,000	250,000
Expenditures:		
Reimbursements	-	-
Other Expenses	14,000	14,000
Capital Improvements	400,000	110,000
Total Expenditures	414,000	110,000
Revenues Over (Under) Expenditures	(164,000)	140,000
Beginning Fund Balance	<u>190,757</u>	<u>190,757</u>
Ending Fund Balance	26,757	330,800

TOWN CENTER DEBT SERVICE

Revenues:		
Interest	-	-
Transfers in	-	-

Total Revenues	-	-	-
Expenditures:			
Interest expense	800	800	800
Principal payment	800	74,200	75,000
Other	1,700	1,700	1,700
Total Expenditures	3,300	77,500	77,500
Revenues Over (Under) Expenditures	(3,300)	(77,500)	(77,500)
Beginning Fund Balance	109,632		109,632
Ending Fund Balance	106,332		32,100

INFRASTRUCTURE MODERNIZATION DEBT SERVICE FUND

Revenues:			
Interest	-	-	-
Transfers in	220,900	220,900	220,900
Total Revenues	220,900	220,900	220,900
Expenditures:			
Interest expense	59,000	59,000	59,000
Principal payment	161,900	161,900	161,900
Other	-	-	-
Total Expenditures	220,900	220,900	220,900
Revenues Over (Under) Expenditures	-	-	-
Beginning Fund Balance	-		-
Ending Fund Balance	-		-

INCLUSIONARY HOUSING

Revenues:			
Interest	700	700	700
Assesments	-	-	-
Total Revenues	700	700	700
Expenditures:			
Other expenses	-	-	-
Total Expenditures	-	-	-
Revenues Over (Under) Expenditures	700		700
Beginning Fund Balance	528,609		528,609

Ending Fund Balance	529,309		529,300
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COMMUNITY IMPROVEMENT

Revenues:

Interest	700	700	1,100
Grant Revenue	1,717,000	1,717,000	567,000
Other Revenue	234,000	234,000	114,700
Transfer In	-	-	-
Total Revenues	1,951,700	1,951,700	682,800

Expenditures:

Other Capital Improvements	1,951,000	1,951,000	200,000
Professional Services	-	-	30,000
Total Expenditures	1,951,000	1,951,000	230,000

Revenues Over (Under) Expenditures	700	700	452,800
Beginning Fund Balance	330,180		330,180
Ending Fund Balance	330,880		783,000

HOUSING AUTHORITY

Revenues:

Interest	2,000	2,000	2,100
Transfer In Affordable Housing	-	-	-
Gain on Sale of Land	-	-	-
Other Revenue	-	-	-
Total Revenues	2,000	2,000	2,100

Expenditures:

Meeting Stipends	5,600	5,600	5,600
Professional Services	78,600	78,600	30,600
Legal Counsel	1,000	1,000	1,000
Other	5,000	5,000	10,200
Total Expenditures	90,200	90,200	47,400

Revenues Over (Under) Expenditures	(88,200)		(45,300)
Beginning Fund Balance	2,000,389		2,000,389
Ending Fund Balance	1,912,189		1,955,100

FORMER RDA AFFORDABLE HOUSING AUTHORITY

Revenues:

Interest	5,700		5,700	5,200
Transfer In Affordable Housing	-		-	-
Gain on Sale of Land	-		-	-
Other Revenue	-		-	-
Total Revenues	5,700		5,700	5,200
Expenditures:				
Meeting Stipends	-		-	-
Professional Services	8,600		8,600	8,600
Legal Counsel	-		-	-
Other	-		-	-
Total Expenditures	8,600	-	8,600	8,600
Revenues Over (Under) Expenditures	(2,900)			(3,400)
Beginning Fund Balance	4,051,832			4,051,832
Ending Fund Balance	4,048,932			4,048,400

Attachment 2
PROPOSED MID-YEAR BUDGET AMENDMENTS
FISCAL YEAR 2022-23

	<u>Account Number</u>	<u>Change in Revenues</u>	<u>Change in Expenditures</u>	
GENERAL FUND				
Community Development				
Decrease due to delayed studies (BV/Huntington & BV/Duarte Rd)	1405-7975		(175,000)	
Decrease due to delayed Highland Promenade project	1405-8100		(400,000)	(575,000)
Field Services				
Decrease due to vacant Sr Maint Tech position	1410-7002		(30,000)	
Increase due to Krail Install & emerg cleanup per 10/11/22 CC mtg	1410-7900		170,000	
Decrease due to delayed Generator replacement	1410-8100		(90,000)	
Increase due to major property damage to Sports Park Lighting	1415-7889		30,000	80,000
Parks and Recreation				
Increase to PT fitness center salaries per 11/22/22 CC mtg	1605-7011		5,000	
Increase to PT lifeguard salaries per 11/22/22 CC mtg	1605-7012		20,000	
Increase to PT staffing hours at the Sr Center	1605-7016		15,000	
Increased cost of City Picnic	1605-7732		5,000	
Increased cost of Senior Center Programming	1605-7733		5,000	
Increased costs for the Independence Day celebration	1605-7758		10,000	
Increase for LPA contract for Fit Ctr/Aquatics Asst per 1/24/23 CC mtg	1605-7965		30,000	90,000
Facilities Maintenance				
Increase per vandalism damage of Sr Ctr AC units	1610-7652		20,000	
Increase per delayed Msg Board project per 2/14/23 CC mtg	1610-8100		85,000	105,000
Finance				
Increased County property tax administrative fee	1805-7762		20,000	
Increase in bad debt write offs	1805-7924		20,000	40,000
Information Technology				
Increase due to more software usage	1815-7632		15,000	
Increase due to new HdL Business License program per 9/27/22 CC mtg	1815-7820		60,000	
Increased cell phone usage	1815-7830		5,000	
Increased IT contract hours and services	1815-7965		25,000	
Increase for updated cyber security	1815-7980		10,000	
Increased number of laptops	1815-8011		5,000	120,000
Risk Management				
Increase in damage to City Property (street lite/signal accidents)	1820-7771		20,000	20,000
General Services				
Increase in ADC due to new GASB 75 report	1825-7674		30,000	30,000
Vehicle Replacement				
Increase due to higher than expected vehicle lease cost	1830-8100		15,000	15,000
Transfers Out				
Increase due to higher costs in Citywide Light Landscape Dist	1905-9020		75,000	75,000
		<u>0</u>	<u>0</u>	
General Fund Net Change	0			
GAS TAX FUND				
Increase due to delayed Hunt/Highland Traffic Signal project	2205-8100		133,000	
Increase in 20% Admin reimb to Gen Fund	2215-8610		27,000	
		<u>0</u>	<u>160,000</u>	

Gas Tax Fund Net Change			(160,000)
LIGHTING AND LANDSCAPE FUND			
Increase due to Ridgecrest deposit release	240-5004	25,000	
Increase General Fund Subsidy	240-6901	75,000	
Increase due to 5 new traffic signals	2405-7877		15,000
Increase due to landscape cost increase	2410-7915		40,000
Increase due to landscape cost increase	2410-7917		30,000
Increase due to landscape cost increase	2421-7914		5,000
Increase due to landscape cost increase	2431-7914		5,000
Increase due to landscape cost increase	2432-7914		5,000
		100,000	100,000
Lighting and Landscape Fund Net Change	0		
PAEG FUND			
Increase for delayed cablecasting equipment repair	2705-8100		45,000
		0	45,000
PAEG Fund Net Change	(45,000)		
PROP A FUND			
Increase due to fuel and operating costs	4405-7960		45,000
		0	45,000
Prop A Fund	(45,000)		
PROP C FUND			
Increase due to fuel and operating costs	4605-7960		40,000
		0	40,000
Prop C Fund	(40,000)		
MEASURE R			
Increase due to delayed Concrete repair project	4705-8060		32,000
Increase in 20% Admin reimb to Gen Fund	4705-8610		6,000
		0	38,000
Measure R	(38,000)		
TOWN CENTER DEBT SERVICE FUND			
Increase for final principal debt service payment	5205-8340		74,200
		0	74,200
Town Center Debt Service Fund	(74,200)		



Agenda Item: 13B
CM Review: [Signature]
Fiscal Review: [Signature]

AGENDA REPORT

MEETING DATE: February 28, 2023
TO: Mayor and Members of the City Council
FROM: Manuel Enriquez, Director of Parks and Recreation
SUBJECT: Professional Services Agreement with LPA for Conceptual Design Services of Initial Phase of Civic Center Master Plan
RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute this Professional Services Agreement with LPA in the amount of \$45,000 for conceptual design services of the three-phase project - Civic Center Buildings (exterior), City Hall and Community Center (interiors).
FISCAL IMPACT: Funds for Civic Center facade and City Hall interior upgrades allocated in FY 2022-23 from the General Fund (100-1610-8100) will be utilized for this project.

BACKGROUND

In 1982, Duarte City Hall, Community and Fitness Centers were established at 1600 Huntington Drive. With a combined square footage of about 23,214, the three buildings made up the Duarte Civic Center until the development of the Senior Center in 1994. So, it's no surprise with the 30 to 40 years that these public facilities have been in operation, the community, city staff, and councilmembers, both past and present, have grown attached to them. These public buildings have been the backdrop as the City and stakeholders marked major milestones, but they have also served as essential components to a healthy Duarte.

In 2021, the City Council adopted a five-year Capital Improvement Plan (CIP) that defines funding sources and prioritizes projects that improve the aging infrastructure within the City. While the current CIP addresses majority of the projects, which can be budgeted on a year-by-year basis, staff has re-evaluated certain budgeted CIP projects this Fiscal Year 2022/23 and is proposing a new approach.

DISCUSSION/ANALYSIS

Much has obviously changed since 1982 with regards to building codes – energy, fire, ADA, and electrical. Consequently, the need to have a more comprehensive facilities improvement plan sprung from planning to complete scheduled and approved CIP projects for the exterior siding of the Civic Center buildings and within the interior of City Hall this fiscal year. Certain decisions with those construction projects will have a ripple effect on subsequent projects; thus, instead of

looking at those projects individually, staff is looking to broaden the planning process and lay out a plan for the future of our Civic Center facilities with the goal of addressing their replacement and improving the overall level of service to the public in a financially sustainable way.

The initial phase of the Civic Center Master Plan consists of three planning phases. Each of the proposed phases would provide conceptual design services and a fixed fee proposal for the following:

Phase 1 | Exterior Improvements

Exterior material studies will be performed to assist the City in determining the most appropriate replacement materials to be used on all exterior Civic Center buildings (up to three concept packages).

Phase 2 | City Hall Interior

Assist the City in developing a design for a full interior renovation of City Hall and furniture systems replacement.

Phase 3 | Community Center Renovation

Transformation of the Community Center building into a permanent City Council Chamber with permanent seating and dais, a study/workshop work area, updates to office space, closed session meeting room, and audio and visual updates.

For all three phases, the City could expect a six-to-eight-week planning process, per phase, and the compilation of various Ad-Hoc committees composed of City officials, commissioners, and staff to ensure consensus is built with all key stakeholders and decision makers regarding the direction of each phase.

Given the impact of a multi-phase planning project of this scope, city staff consulted with various firms that have deep experience collaborating with cities on civic design projects. LPA by far stood out for their values, resources, and excellence in great design to help us deliver this project. The LPA team features architects, landscape architects, and engineers - all with specialized expertise creating enduring civic landmarks that reflect the values and vision of both the city and community. Known as leaders in sustainability design, LPA can lighten our project's footprint, while creating a more cost-effective and healthier environment. With project references including the West Hollywood Park Aquatic and Recreation Center, County of Orange Administration North & South, and the Michelle Obama Branch Library to name a few, LPA is certainly positioned to timely and soundly assist Staff with this three-phase project while also preserving the history and memories of the existing facilities.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute this Professional Services Agreement with LPA in the amount of \$45,000 for conceptual design services of the three-phase project - Civic Center Buildings (exterior), City Hall and Community Center (interiors).

FISCAL IMPACT

Funds for Civic Center facia and City Hall interior upgrades allocated in FY 2022-23 from the General Fund (100-1610-8100) will be utilized for this project.

ATTACHMENTS

- A. Professional Services Agreement with LPA

CITY OF DUARTE
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____2023, between the ("CITY") City of Duarte, a municipal corporation and LPA, Inc., a corporation, ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on _____2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 31, 2023, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently, and using his/her experience and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. CITY MANAGEMENT

City's Director of Parks & Recreation shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. City's City Manager shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT in accordance with the compensation for the scope of services and upon receipt of invoice as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty-nine thousand dollars (\$39,000.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-five thousand dollars (\$25,000.00). Any additional work in excess of this amount shall be approved by the Duarte City Council.
- C. CONSULTANT will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this

Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

- B. If the City Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, 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 permit 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 or copies 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 three (3) years following project termination or completion.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT and upon payment in full to CONSULTANT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT, other than pre-existing intellectual property or standard details, shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT. CITY shall release and indemnify CONSULTANT from any liabilities arising from CITY's reuse of CONSULTANT's documents where the CITY does not engage CONSULTANT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence.

B. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall, for claims other than those based on professional errors or omissions, defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or

omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole or active negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely or actively negligent.

CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

CONSULTANT's obligation to indemnify for professional errors or omissions does not include the obligation to defend actions or proceedings brought against the Indemnified Parties but rather to reimburse the CITY as damages for attorneys' fees and legal costs incurred in defending such actions or proceedings to the extent actually caused by CONSULTANT in direct proportion to the CONSULTANT's proportionate percentage of fault which will be determined, as applicable, by a court of law, jury, or arbitrator.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or 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, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the 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 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 the 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.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the 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 the CITY has or will 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. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. 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 responsibilities with respect to the Project during his/her tenure or for one 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 Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a

subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) 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:

To CITY: City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attention: Director of Parks & Recreation

To CONSULTANT: LPA
5301 California Avenue, Suite 100
Irvine, CA 92617
Attention: Director of Sport + Recreation

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of
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the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

XX. ENTIRE AGREEMENT

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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be

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executed the day and year first above written.

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

City of Duarte
A Municipal Corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements



EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

CITY OF DUARTE – CITY HALL RENOVATION
JANUARY 10, 2023

**PROJECT SCOPE OF WORK,
CLARIFICATIONS AND ASSUMPTIONS**

Scope of Work

The City of Duarte seeks to renovate their 8,895 SF City Hall and their 6,619 SF Community Center. The initial scope of work shall be accomplished in three separate phases of work, with each phase being independently authorized by the City of Duarte. The proposed Scope of Work for the Duarte City Hall shall include recommendations for refurbishment of the City Hall and Community Center’s exterior building materials, interior improvements of City Hall and the conversion of the Community Center to a dedicated Council Chamber.

LPA proposes to provide conceptual design services for these proposed renovations to fully develop and understand the extent of the project's scope. Upon approval of the conceptual design, LPA can provide a fixed fee proposal to complete the project.

The scope of work provided by LPA shall be broken down into the following three phases:

Phase 1 – Exterior Improvements

In Phase 1, LPA shall provide exterior material studies to assist the City in determining the most appropriate replacement materials to be used on the buildings within the Civic Center. The following is a description of services to be provided:

- 101 **Existing Facilities Assessment** services consisting of researching, assembling, reviewing, and supplementing information in conjunction with the Civic Center’s existing facilities including:
 - .01 Photography.
 - .02 Field measurements.
 - .03 Review of existing design data.
 - .04 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.
 - .05 Creation of digital drawings in AutoCAD or Revit format to become Basis of Design going forward.

- 102 **Conceptual Building Development** services consisting of preparation and comparative evaluation of conceptual building development designs, including:
 - .01 Building material concepts including:
 - a) Elevation Studies
 - b) Material Research
 - c) 3D digital study model.
 - d) Material and finish imagery.
 - e) Concept rendering(s).
- 103 **Statement of Probable Construction Cost** services consisting of development of a probable construction cost range for the Phase 1 based on the conceptual design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
- 104 **Presentations** services consisting of presentations of Conceptual studies, reports, and data by LPA to the following client representatives:
 - .01 the Client.
 - .02 Council Ad Hoc Committee.
 - .03 Staff committee(s).
 - .04 City Council.
- 105 **Project Schedule** for Phase 1 is expected to approximately a 6-week duration.
- 106 **Summary of Meetings:** services consisting of meeting attendance and presentations of Predesign Phase analyses and recommendations by LPA, as follows:
 - .01 One (1) – Kickoff Meeting – In-Person.
 - .02 Two (2) – Council Ad Hoc Meeting(s) – In-Person,
 - .03 Three (3) – Staff Committee Meeting(s) – Virtual.
 - .04 One (1) – City Council Meeting(s) – In-Person.
- 107 **Summary of Deliverables:**
 - .01 Up to Three (3) Building Material Concepts Packages to include:

- a. Material Boards.
- b. Elevation Studies
- c. One (1) Concept Rendering
- .02 Conceptual Statement of Probable Construction Cost for each of the three (3) concept packages.
- .03 Meeting Minutes.

- d) Concept rendering(s).
- e) Building Wayfinding and Branding Sign Design studies.

203 Furniture Integration services will include **Programming and Concept Design** for systems furniture integration as part of the project and delivered throughout the design phases of the project:

Phase 2 – City Hall Interior

In Phase 2, LPA shall provide interior conceptual design studies to assist the City in developing a conceptual design for interior renovations to City Hall and for Furniture Systems replacement.

- 201 Space Planning Diagrams** services consisting of diagrammatic studies and pertinent descriptive text for:
- .01 Internal functions.
 - .02 Human, vehicular and material flow patterns.
 - .03 General space allocations.
 - .04 Adjacency.
- 202 Existing Facilities Assessment** services consisting of researching, assembling, reviewing, and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:
- .01 Photography.
 - .02 Field measurements.
 - .03 Review of existing design data.
 - .04 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.
 - .05 Creation of digital drawings in AutoCAD or Revit format to become Basis of Design going forward.
- 203 Conceptual Building Development** services consisting of preliminary analysis, preparation, and comparative evaluation of conceptual interior building development designs, including:
- .01 Interior Building concepts and forms, including:
 - a) Building plan concepts.
 - b) 3D digital study model.
 - c) Material and finish imagery.

- .01 Lead and prepare furniture planning, ideation, and concepts, focused on establishing design concepts to support functionality, quality, look, feel and overall project experience.
- .02 Facilitate planning, design, material compatibility, and infrastructure coordination with Client and/or Client-provided furniture vendor, including:
 - a. Space planning with generic furniture symbols to develop space utilization, design concepts and compliance with the project Program.
 - b. Recommend and provide feedback on products and materials to align with the established vision and design intent, including review and alignment with existing Client-established furniture standards or design guidelines.

204 Statement of Probable Construction Cost services consisting of development of a probable construction cost range for the Phase 2 based on the conceptual design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

205 Presentations services consisting of presentations of Conceptual studies, reports, and data by LPA to the following client representatives:

- .01 the Client.
- .02 Council Ad Hoc Committee.
- .03 Staff committee(s).
- .04 City Council.

205 Project Schedule for Phase 2 is expected to approximately a 6–8-week duration.

206 Summary of Meetings: services consisting of meeting attendance and presentations of

Predesign Phase analyses and recommendations by LPA, as follows:

- .01 One (1) – Kickoff Meeting – In-Person.
- .02 Two (2) – Council Ad Hoc Meeting(s) – In-Person.
- .03 Three (3) – Staff Committee Meeting(s) – Virtual.
- .04 One (1) – City Council Meeting(s) – In-Person.

207 Summary of Deliverables:

- .01 Up to Two (2) Interior Design Concepts Packages to include:
 - a. Floor Plan Layouts
 - b. Material Boards.
 - c. Elevation Studies
 - d. One (1) Concept Rendering
- .02 Conceptual Statement of Probable Construction Cost for each of the two (2) interior design concept packages.
- .03 Meeting Minutes.

Phase 3 – Community Center Renovation

In Phase 3, LPA shall provide concept design studies to transform the Community Center building into a permanent City Council Chamber to seat 100 people. The program for the City Council Chamber shall include:

- An update to the office space.
- A closed session room.
- A permanent dais.
- Audio/Visual Updates
- Study Session work area

301 Programming services required to establish the following detailed qualitative and quantitative requirements for the Project:

- .01 Design objectives and criteria.
- .02 Space requirements.
- .03 Space relations.
- .04 Number and functional responsibilities of personnel.
- .05 Flexibility and expandability.
- .06 Special equipment and systems.

302 Space Planning Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

- .01 Internal functions.

- .02 Human, vehicular and material flow patterns.
- .03 General space allocations.
- .04 Adjacency.
- .05 Flexibility and expandability.

303 Existing Facilities Assessment services consisting of researching, assembling, reviewing, and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

- .01 Photography.
- .02 Field measurements.
- .03 Review of existing design data.
- .04 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.
- .05 Creation of digital drawings in AutoCAD or Revit format to become Basis of Design going forward.

304 Conceptual Building Development services consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site and building development designs, including:

- .01 Building concepts and forms, including:
 - a) Building plan concepts.
 - b) 3D digital study model.
 - c) Material and finish imagery.
 - d) Concept rendering(s).

305 Statement of Probable Construction Cost services consisting of development of a probable construction cost range for the Phase 3 based on the conceptual design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

306 Presentations services consisting of presentations of Conceptual studies, reports, and data by LPA to the following client representatives:

- .01 the Client.
- .02 Council Ad Hoc Committee.
- .03 Staff committee(s).
- .04 City Council.

307 **Project Schedule** for Phase 3 is expected to approximately an 8-week duration.

308 **Summary of Meetings:** services consisting of meeting attendance and presentations of Predesign Phase analyses and recommendations by LPA, as follows:

- .01 One (1) – Kickoff Meeting – In-Person.
- .02 Two (2) – Council Ad Hoc Meeting(s) – In-Person.
- .03 Three (3) - Staff Committee Meeting(s) – Virtual.
- .04 One (1) – City Council Meeting(s) – In-Person.

309 **Summary of Deliverables:**

- .01 Up to Two (2) Interior Design Concepts Packages to include:
 - a. Floor Plan Layouts
 - b. Material Boards.
 - c. Elevation Studies
 - d. One (1) Concept Rendering
- .02 Conceptual Statement of Probable Construction Cost for each of the two (2) interior design concept packages.
- .03 Meeting Minutes.

Clarifications and assumptions include the following:

1. This Scope of Work will not include LPA's preparation of any follow-on contract for design professional services.
2. LPA will not have any public contracting duties or responsibilities pursuant to the services to be performed under this Scope of Work.
3. LPA will not be responsible for, nor shall LPA supervise the City's staff.
4. LPA will not have any authority to, nor shall LPA negotiate contracts or make purchases on the City's behalf.
5. LPA will have no decision-making authority and shall at all times perform services only at the direction of the City.
6. All of the work produced by LPA under this Scope of Work shall be the property of the City to be utilized to inform the City's key decision makers.
7. Any conceptual-design work performed by LPA shall be based on the input and guidance it receives from the City and other stakeholders designated by the City.

Exclusions

- Utility replacement and upgrade of underground facilities on public streets.
- Any consultant not specifically identified.
- Submittal and coordination with Caltrans, Fish and Game, Army Corps of Engineers, Flood Control or any agency other than the City or as specifically noted.
- Traffic studies.
- Submittal(s) fees.
- Traffic Control Plans/Intersection Signal Design.
- Construction staking services and grade verifications.
- Boundary Survey.
- Record of Survey.
- ALTA/ASCM Land Title Survey.
- Off-Site Improvements.
- Utility line relocation or adjustments.
- Environmental/EIR or biological services.
- Fountain consultant and design.
- Relocation or undergrounding of power lines.
- Easements: The abandonment, revising, or writing of easements is not included in this scope of work.
- Geotechnical services during design and construction are excluded.
- Acoustics.
- Hazardous materials studies.

- All street lighting, signalization, or temporary power design are excluded.
- Conditional Use Permit.
- Permit, Plan Check, testing or any agency fees.
- Rendering, flythrough, 3D graphics or other presentation, fund raising, or marketing material.
- Any item not specifically noted as included in the Scope of Services.
- Improvements to adjacent city streets are excluded.
- Off-site engineering includes all areas outside the property line.
- Special disciplines consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
 - Construction Management
 - Dry Utilities
 - Environmental
 - Fire Protection
 - Food Service/Kitchen Design
 - Methane
 - Public Relations
 - Reprographics
 - Safety
 - Security Systems Design & Engineering
 - Soils/Foundations

EXHIBIT B
PAYMENT SCHEDULE

PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified. Each Phase is proposed to be provided at an hourly not to exceed fee for each phase.

Phases:

Phase 1:	Exterior Improvements	\$12,500
Phase 2:	City Hall Interior	\$17,500
Phase 3:	Community Center	
	Renovation	\$15,000
GRAND TOTAL FEE:		\$45,000
	Reimbursable Allowance	\$1,500

Reimbursable expenses are in addition to the base compensation and typically run approximately 5% of a total project fee. The reimbursable allowance will be billed only to the extent used, and typically include items requested by the Client such as additional hard copy milestone review sets, in quantities over and above the minimum number of sets required under the agreement. These expenses are invoiced at cost plus ten percent as incurred.

Supplemental Services: Due to the unknown nature of the requirements for Supplemental, no specific fee has been identified. Fees may be provided by LPA, as requested by the Client and pending clarification of the deliverables.

Hourly Rates: In the event Additional Services are warranted due to a change in the project scope, LPA shall submit a proposal to the Client for review and approval prior to proceeding with the services. Where possible, LPA shall submit a fixed fee proposal, but LPA may, at the Client's option, perform services to be invoiced on an hourly basis. In that scenario, the following hourly rates will apply for professional service fees:

BASIC HOURLY RATES

<u>Role</u>	<u>Rate</u>
Principal	\$280.00
Discipline Director	\$260.00
Project Director	\$250.00
Project Leader	\$200.00
Design Coordinator II	\$170.00
Design Coordinator I	\$145.00
Designer III	\$135.00
Designer II	\$120.00
Designer I	\$110.00
Intern	\$75.00
Support Roles	
Director	\$240.00
Manager	\$165.00
Senior Specialist	\$125.00
Specialist III	\$105.00
Specialist II	\$95.00
Specialist I	\$85.00

NOTE: These rates become effective February 26, 2022 and are subject to change annually.

Billing / Payment: LPA shall invoice the Client monthly for a percentage of the work completed consistent with the terms of the Contract. Payment is due thirty (30) days from the date of the invoice. LPA reserves the right to stop all current services and notify the Client if payment is not received within thirty (30) days.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection 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.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$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.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of

this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

City's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.