February 12, 2013

AGENDA

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

TUESDAY, FEBRUARY 12, 2013

7:00 p.m. – Regular Session

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

MARGARET FINLAY, MAYOR & CHAIR HOUSING AUTHORITY/SUCCESSOR AGENCY
LIZ REILLY, MAYOR PRO TEM & VICE CHAIR HOUSING AUTHORITY/SUCCESSOR AGENCY
JOHN FASANA, CITY COUNCIL & HOUSING AUTHORITY/SUCCESSOR AGENCY BOARD
TZEITEL PARAS-CARACCI, CITY COUNCIL & HOUSING AUTHORITY/SUCCESSOR AGENCY BOARD
PHIL REYES, CITY COUNCIL & HOUSING AUTHORITY/SUCCESSOR AGENCY BOARD

City/Agency/Authority Staff:
Darrell George, City Manager & Successor Agency/Housing Authority Executive Director
Kristen Petersen, Assistant City Manager & Successor Agency/Housing Authority Assistant Executive Director and Director of Administrative Services
Craig Hensley, Community Development Director
Cesar Monsalve, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Dan Slater, City Attorney & Successor Agency/Housing Authority General Counsel
Marla Akana, City Clerk

ADDRESSING THE CITY COUNCIL AND HOUSING AUTHORITY:

If you wish to address the City Council, Housing Authority, or Successor Agency on any item on the Agenda, you should fill out a Speaker Card indicating which item or items on the Agenda you wish to speak about, and hand the card to the City Clerk. You will be called to the Podium when that item is heard by the City Council/Housing Authority/Successor Agency. If you wish to address the City Council, Housing Authority, or Successor Agency on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the City/Housing Authority/Successor Agency, you may do so under the "Oral Communications" portion of the Agenda. At the podium, before starting your remarks, please state your name and city of residence for the record.

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.

Note: Any documents distributed by the City/Authority to a majority of the City Council/Housing Authority/Successor Agency Board less than 72 hours prior to the City Council/Housing Authority/Successor Agency 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.

1. CALL TO ORDER OF CITY COUNCIL, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. PLEDGE TO THE FLAG
4. MOMENT OF REFLECTION
5. FITNESS/MENTAL WARM-UP
6. SPECIAL ITEMS
   - A. Presentation by Guadulesa Rivera, Glendale Adventist Hospital – Tobacco control
   - B. Recognition – Nextdoor Contest Winners
   - C. Presentation by Southern California Edison – Status of the Tehachapi Renewable Transmission Project (Continued from November 13, 2012)
7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
   Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.
8. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)
   Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City or Authority, may do so at this time. The opportunity to speak is on a first come, first serve basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications at this time. Under the Brown Act, members of the City Council/Housing Authority/Successor Agency, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
9. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
10. CONSENT CALENDAR – Page 1
    All matters listed on the Consent Calendar are to be approved with one motion unless a member of the City Council/Housing Authority/Successor Agency removes an item for separate action. Any consent calendar item for which separate action is requested shall be heard as the next Agenda item. The respective entity's consent items are shown in parentheses at the end of each item as "CC" for City Council, "HA" for Housing Authority, and "SA" for Successor Agency.
    - A. Approval of Minutes – January 29, 2013 (CC/HA/SA)
    - B. Approval of Warrants – February 12, 2013 (CC/HA/SA)
    - C. Motion to introduce and/or adopt all resolutions and ordinances presented for consideration by title only and waive further reading (CC/HA/SA)
    - D. Approval of Youth and Family Committee recommendation to appoint Lillian Cabral to serve on the Youth and Family Committee (CC)
    - E. 1) Council Bill 13-R-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF DUARTE AND THE DUARTE HOUSING AUTHORITY CREATING THE DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY (CC)

      2) Housing Authority Bill 13-H-01 A RESOLUTION OF THE DUARTE HOUSING AUTHORITY APPROVING A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE DUARTE HOUSING AUTHORITY AND THE CITY OF DUARTE CREATING THE DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY (HA)
    - F. Approval of Memorandum of Understanding between City of Duarte and Duarte Public Cable Access, Inc. (DCTV) (CC)
    - G. Award of contract to RBF Consulting, a Baker Company located in Ontario, California, to update the City of Duarte Local Hazard Mitigation Plan, funded by State CDBG funds (CC)

H. Receive and file Traffic Safety Commission reorganization (CC)

I. Approval of Cooperative Agreement between City of Duarte and County of Los Angeles for installation of traffic control systems at specified traffic signal locations in the City (CC)

J. Approval and adoption of Recognized Obligation Payment Schedule for July–December 2013 (ROPS 13-14A) (SA)

K. City Council/City Manager Conference Attendance (CC)

11. ITEMS REMOVED FROM CONSENT CALENDAR

12. CONTINUATION OF ORAL COMMUNICATIONS

*Any person who did **not** speak during the initial 30 minute Oral Communications period earlier in the meeting, who wishes to speak on any issue that is not on the Agenda but that is within the subject matter jurisdiction of the City Council/Housing Authority/Successor Agency, may do so at this time. Each person may speak once for no more than 3 minutes. Under the Brown Act, members of the City Council/Housing Authority/Successor Agency, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.*

13. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR (AB 1234 reports on trips, conference attendance, and meetings)

14. ADJOURNMENT

MEMORANDUM

TO: City Council

FROM: City Manager

DATE: February 7, 2013

SUBJECT: Comments on Agenda Items, Meeting of February 12, 2013

At 5:00 p.m., a joint meeting of the City Council, Duarte Unified School District, and Monrovia-Arcadia-Duarte Town Council will be held.

ITEM 6.A. A presentation on tobacco control will be given by Ms. Guadulesa Rivera of the Glendale Adventist Hospital.

ITEM 6.B. To promote increased membership in the neighbor-to-neighbor and citywide communication network Nextdoor, the City of Duarte and Nextdoor.com sponsored a membership contest for Duarte neighborhoods. Duarte Mesa, through the efforts of one very motivated neighbor, Edgar Bandera, earned the grand prize for growing membership from 4% to 32%, or from 5 to 37 homes over the course of the two-month contest. The $500 check for the neighborhood's block party will be awarded at the City Council meeting. Top inviters in each neighborhood were also rewarded with a $5 Starbuck's gift card. Nextdoor.com launched in Duarte on Aug. 7, 2012, in conjunction with the City's annual National Night Out event. A total of 12 Duarte neighborhoods are taking advantage of the opportunity to connect with their neighbors through the Nextdoor network, with 445 subscribers signed on as members of their neighborhood website.

ITEM 6.C. Representatives from Southern California Edison will attend the meeting and provide the City Council with an update on the status of the Tehachapi Renewable Transmission Project. This item was continued from November 13, 2012.

ITEM 10.E (Consent). The resolutions for both the City Council and Housing Authority consider approving a joint powers agreement between the City and the Housing Authority to create the Duarte Community Facilities Financing Authority. It is necessary to now establish a new joint powers authority with the same powers and purpose as the existing Public Financing Authority – that is, to assist in financing and refinancing City capital improvements to be used in connection with future City financings or refinancings. A new joint exercise of powers agreement is required to be executed by the City and the Duarte Housing Authority (Housing Authority) to create the "Duarte Community Facilities Financing Authority." The form of the joint exercise of powers agreement is included in this report.

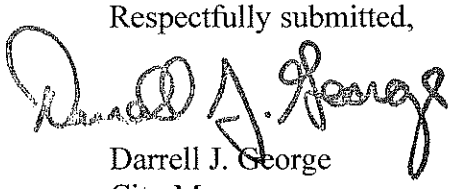
ITEM 10.F (Consent). Staff has been working with DCTV representatives for several months to detail services provided to the City resulting in the attached Memorandum of Understanding (MOU). Specifically, the MOU defines how the non-profit will operate the public access cable channel for the community in a manner consistent with principles set forth in its Duarte Public Cable Access, Inc., official by-laws, rules, and regulations, as well as its Articles of Incorporation, with the primary purpose being to administer, coordinate, and assist public access, as well as non-discriminatory access. A detailed scope of work is part of the MOU.

ITEM 10.G (Consent). This is to award a $68,600 contract to RBF Consulting to update the City's Local Hazard Mitigation Plan. This will be fully funded by State CDBG funds. RBF Consulting proposes to complete the project, which includes updating the City's Hazard Mitigation Plan, development of a brush clearance plan, and completion of focused geotechnical studies, within an 8-month time period. The proposal by RBF Consulting to complete the project is reasonable in timing, and is within the budget of the State CDBG grant for which the City has received approval.

ITEM 10.I (Consent). This item recommends approval of a Cooperative Agreement between the City and County of Los Angeles for the installation of traffic control systems at specified locations in the City. The agreement was prepared based on discussions between our respective staffs.

ITEM 10.J (Consent) This item recommends the approval and adoption of the Recognized Obligation Payment Schedule for July-December 2013 (ROPS 13-14A). There are no new items on this ROPS, just existing items that still have outstanding debt to be paid. This ROPS is presented in a new format created by the State Department of Finance (DOF) and includes cells that are "frozen" for disputed items and, therefore, cannot be revised. In Duarte's case, the frozen items are the four highlighted rows that pertain to the Housing Authority Agreement and the three Promissory Notes owed to the City. The DOF has determined these four items are not enforceable obligations, a determination the Successor Agency disputes. The DOF has left these items on the ROPS, but has zeroed out all the dollar amounts in those rows. This must be submitted to the DOF by March 1, 2013.

Respectfully submitted,



Darrell J. George
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY OF THE CITY OF DUARTE ADJOURNED REGULAR MEETING – JANUARY 29, 2013

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority of the City of Duarte met in an adjourned regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Finlay called the meeting to order at 7:02 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Reilly, Fasana, Paras-Caracci, Finlay ABSENT: Reyes ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Slater
ADOPTION OF AGENDA	Reilly moved, Paras-Caracci seconded to adopt the Agenda, as amended to remove Special Item 6.B (Nextdoor), and to adjourn in memory of Florabel Kinsler, Lucy Mae Brown, Barbara Portantino, and Joseph Vernon, and carried unanimously.
PLEDGE TO THE FLAG	Penny Arroyo led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Petersen and Finlay provided the warm-up.
SPECIAL ITEMS Presentation – Youth and Family Master Plan Report Card 2012	Cesar Monsalve described the Youth and Family Master Plan, its objective, and the Youth and Family Committee, and introduced Lupe Valerio, Committee Chair, who introduced members Eddie Howard, Natasha Martinez, and Lillian Cabral, and presented the Family Master Plan December 2012 Report Card.
Public Safety update	Brian Villalobos presented the Public Safety update report, including residential burglaries, Neighborhood Watch, arrests, LA County prisoner realignment program, and fingerprinting. Craig Hensley provided information about the Highland Avenue closure. Steve Hernandez discussed Sheriff's response time, thanked the Public Safety Department, and stated deputies need to talk with residents.
ANNOUNCEMENTS	Penny Arroyo announced Relay for Life on June 29 at Northview Junior High track, and introduced Melody from the American Cancer Society. Joanna Gee, Duarte Library, announced upcoming library programs and classes in February. Karen Herrera announced upcoming community events and programs in the months of January and February.

ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Allan Field – California American Water response.
ITEMS ADDED TO CONSENT	Fasana moved, Finlay seconded to add attendance at the California YMCA Youth and Government VIP Day, February 15, 2013, in Sacramento, to Item 10.G, and carried unanimously. Fasana moved, Paras-Caracci seconded to add attendance at the National League of Cities Congressional Cities event in March in Washington, D.C., to Item 10.G, and carried unanimously.
CONSENT CALENDAR	Fasana moved, Reilly seconded to approve the Consent Calendar as amended, as follows, and carried unanimously. Approve Items A, B, C, D, E, G. Receive and File Item F.
PUBLIC HEARING CDBG 2013-2014 Funding	Mayor Finlay announced this was the time and place set for a Public Hearing pertaining to CDBG funding. City Attorney Slater asked Acting City Clerk Herrera if notice of the hearing had been given and if any written correspondence had been filed. Herrera stated notice was given, the affidavit is on file, and no written correspondence was filed in the matter. Irma Hernandez, Senior Planner, presented a detailed staff report about the allocation for the 2013-14 Community Development Block Grant (CDBG) funds and staff recommendation. Fasana requested the bus benches allow people to sit, not lie down, and have dividers. Mayor Finlay asked if there was anyone in the audience who wished to speak on the matter. There were none. Fasana moved, Paras-Caracci seconded to close the Public Hearing, and carried unanimously. Fasana moved, Reilly seconded to allocate $154,460 in FY 2013-14 CDBG program funding to complete Bus Stop and ADA Curb Ramp Improvements (as described in Table 1 of the staff report); included language giving staff the ability to make adjustments to projects, due to programmatic interpretations by LACDC and final funding allocations; authorized the City Manager to execute an agreement with the City of Bradbury to receive its FY 2013-14 CDBG allocation of approximately $3,987, at no cost to the City of Duarte, for use on an ADA curb ramp or similar project that would mutually benefit both cities, with terms and forms deemed acceptable to the City Manager and City Attorney; and allocated $20,000 in FY 2013-14 General Funds to fund Public Service Youth Grant Programs administered by the City Parks and Recreation Department as it did in the FY 2012-13 budget, per staff recommendation, and

carried unanimously (with Reyes absent).

Mayor Finlay asked that a note signed by the City Council be sent to the city of Bradbury, thanking the city for its CDBG allocation of approximately $3,987 for the ADA curb ramp.

BUSINESS ITEM
2012-13 Mid-Year Budget Report

George presented introductory comments about the 2012-13 budget at mid-year. Petersen presented a detailed staff report, including General Fund revenues and expenditures, other City funds, and recommended budget amendments, and clarified that Page 3 of the staff report should read "increase of 1.8%" rather than "10.5%."

After discussion, Reilly moved, Fasana seconded to receive and file the 2012-13 mid-year budget report, and approve the budget amendments outlined in Attachment 2 of the staff report, per staff recommendation, and carried unanimously.

ITEMS FROM CITY COUNCIL/ CITY MANAGER

SLATER: Stated at the Closed Session held at the City Council meeting of December 11, 2012, authority was given to file a lawsuit against the State Department of Finance pertaining to City loans and agreements, the petition was filed on December 18, 2012, in the Sacramento County Superior Court, and the Case Number is 34-2012-80001338.

GEORGE: Stated he will be attending the League's City Manager's conference in San Francisco this week, he attended the L.A. County Sheriff's meeting with City Managers and was asked to conduct a Q & A with Sheriff Baca, and stated the Joint Meeting with the City Council, School District, and MAD Town Council has been scheduled for February 12, at 5:00 p.m., prior to the next City Council meeting.

PARAS-CARACCI: Stated she met with Dr. Perri of Citrus College regarding Foothill Transit rates for students, and she completed her Ethics Training and received her certificate.

FASANA: Stated the San Gabriel Valley COG's new Executive Director is Andrea Travis-Miller, Alameda Corridor East loan agreements were approved, requested monthly legal updates regarding the State Department of Finance case, stated he would like to know how many housing dollars have been taken out of the economy statewide, and inquired about the athletic fields task force meetings (George responded).

REILLY: Attended San Gabriel Valley Economic Partnership Marketing Committee meeting, stated they will be preparing a publication, and attended the community remembrance event for Martin Luther King, Jr., at the PAC.

FINLAY: Thanked Supervisor Antonovich for the recent breakfast meeting.

ADJOURNMENT

Paras-Caracci moved, Reilly seconded to adjourn the meeting at 9:21 p.m., in memory of Florabel Kinsler, Lucy Mae Brown, Barbara Portantino, and Joseph Vernon, to the Joint City Council/ School Board/Town Council Special Joint Session on February 12, 2013, at 5:00 p.m., and carried unanimously.

_____

Mayor Margaret Finlay

ATTEST:

_____

City Clerk

Duarte Youth & Family Committee

MEMORANDUM

TO: CITY COUNCIL

FROM: YOUTH AND FAMILY COMMITTEE

SUBJECT: COMMITTEE VACANCY

DATE: January 30, 2013

Recommendation:
At the January 28, 2013 regular meeting of the Duarte Youth and Family Committee, Lilian Cabral was nominated to be added to the Youth and Family Committee. Committee members Howard moved and Valerio seconded to approve the nomination of Lilian Cabral as a recommendation to the Duarte City Council to add her as a committee member. The motion carried unanimously.

Discussion:
The Youth and Family Committee currently has 6 members following the recent application and interview process. By council resolution, a total of up to but not exceeding 12 members can serve as committee members. It is the goal of the committee to add more members and also to add Task Group volunteers. Lilian Cabral is one of the original committee members and is a dedicated and enthusiastic community leader who will be a great asset to the committee. Lilian Cabral had reapplied to serve another two-year term during the last application and interview process and she was scheduled to be interviewed in November but due to illness was unable to attend.

The committee recommends that Lilian Cabral be approved to serve on the Youth and Family Committee. Attached is her application.

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
(626) 357-7931

DUARTE YOUTH & FAMILY COMMITTEE APPLICATION

Completed applications must be returned no later than 6:00pm on Thursday, November 8, 2012.

Please type or print legibly

Name Rev. Lillian Cabral Profession Head Clerk/Supervisor

Address 2507 S. Wesleygrove Ave City Duarte

Phone Number (626) 358-9542 Cell Phone (626)233-2018

Email _____

Are you under age 24? _____ Yes __X__ No

What experiences do you have that will benefit the facilitation, implementation and evaluation of Duarte's Youth and Family Master Plan? I have been on the Youth and Family Plan since the start. I have learn so much about our city and communities that I was unaware of. I've lived here for the past 34 years in the County part of Duarte. I've learn there are so many diversities and different cultures among us. The needs of our youth and families are great and for us to have the abilities to suggest and complete the process to create a better place to live and raise our families a phenomenal feeling.

What are the key issues that you see impacting the quality of life for youth and families? Getting involved in the youth that will become our future homeowners , teachers, Mayors and good citizens of the City of Duarte. By in vesting in their lives now can result in only good production. As youth can be molded into productive adults and create better communities and family values. We have and can always make improvements in our policies and procedures that that's the good thing about this committee.

additional insight about yourself and why you'd like to serve on the Youth & Family Committee? I've worked for the County of Los Angeles for the past 34 years for the department of Health Services located at LAC-USC Medical Center. I received my Clergywomen Licenses in 2003 and have worked with community organizations such as DYAC . I'm very active with my union and stay updated on the political arena. I plan to run for the upcoming elections for Duarte's school board.

Please list three local references that are familiar with your work/experience:

1. Name: Rev. Vivian Wing Phone Number: (626)357-1078

2. Name: Kim Clark Phone Number: (626) 358-9372

3. Name: Councilman Phil Reyes Phone Number: (626) 249-4046

Attach additional pages if necessary

MEMORANDUM

TO: Darrell J George, City Manager and Housing Authority Executive Director

FROM: Kristen Petersen, Assistant City Manager

DATE: February 12, 2013

SUBJECT: **FORMATION OF DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY**

Background

In 1988, the City and the former Redevelopment Agency of the City of Duarte formed the Duarte Public Financing Authority for the purpose of assisting the City and the former Agency in financing and refinancing certain capital improvement projects. The Duarte Public Financing Authority is a distinct legal entity separate and apart from the City and the former Agency. The City and the former Agency have used the Public Financing Authority on many occasions as a conduit for the issuance of certificates of participation and other tax allocation revenue bonds.

Due to the adoption by the State legislature of AB 26 and AB 1484, the use of the Public Financing Authority to assist in future financings is limited, since the former Agency, now Successor Agency, is one of the parties to the joint powers agreement forming the Public Financing Authority. AB 1484 contains language concerning the termination of the Successor Agency in the future that could have an impact on any new debt issued by the Public Financing Authority. However, AB 1484 will not affect any existing outstanding debt of the Public Financing Authority.

It is necessary to now establish a new joint powers authority with the same powers and purpose as the existing Public Financing Authority – that is, to assist in financing and refinancing City capital improvements – to be used in connection with future City financings or refinancings. A new joint exercise of powers agreement is required to be executed by the City and the Duarte Housing Authority (Housing Authority) to create the "Duarte Community Facilities Financing Authority." The form of the joint exercise of powers agreement is attached hereto.

The City Council will be the members of the Board of Directors of the new Financing Authority. The Mayor and Mayor Pro Tem will act as the Chair and Vice Chair of the Financing Authority, the City Manager will act as the Executive Director, the City Clerk will act as Secretary and the City Treasurer will act as the Treasurer. By-Laws for the Financing Authority and a conflict of interest code will be adopted by the Financing Authority once it is established. The regular meetings of the Financing Authority will take place on the same dates as the regular City Council meetings, with a regular meeting of the Financing Authority occurring not less than once per year and with other meetings scheduled as special meetings as needed.

Fiscal Impact

None.

Recommendation

It is recommended that the City Council adopt Resolution No. 13-R-01 approving the Joint Exercise of Powers Agreement between the City of Duarte and the Duarte Housing Authority creating the Duarte Community Facilities Financing Authority.

It is recommended that the Board of Directors of the Duarte Housing Authority adopt Resolution No. 13-H-01 approving the Joint Exercise of Powers Agreement between the City of Duarte and the Duarte Housing Authority creating the Duarte Community Facilities Financing Authority.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF DUARTE AND THE DUARTE HOUSING AUTHORITY CREATING THE DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

WHEREAS, the City of Duarte ("City") is a municipal corporation and general law city duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the City, acting pursuant to Article I (commencing with section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "JPA Law"), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to section 6588 of the California Government Code, to exercise certain additional powers; and

WHEREAS, the City and the Duarte Housing Authority, a public body, corporate and politic organized and existing pursuant to Chapter 1 (commencing with section 34200) of Part 2 of Division 24 of the Health and Safety Code (the "Housing Authority"), desire to create and establish the Duarte Community Facilities Financing Authority (the "Authority") pursuant to the JPA Law; and

WHEREAS, there has been presented to the City Council a proposed form of Joint Exercise of Powers Agreement (the "Agreement"), by and between the City and the Housing Authority, which agreement creates and establishes the Authority, a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, under California law and the Agreement, the Authority will be a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the Housing Authority or the City or any representative of the City or Housing Authority serving on the governing body of the Authority;

NOW, THEREFORE, the City Council of the City of Duarte RESOLVES, DECLARES and ORDERS as follows:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The form of the attached Agreement is hereby approved. The Mayor, the City Manager, the Assistant City Manager, or City Treasurer (each, an "Authorized Officer") are each hereby authorized and directed, on behalf of the City, to execute and deliver the Agreement substantially in the approved form, with such changes as the Authorized Officer executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Mayor, the City Manager, the Assistant City Manager, City Treasurer, the City Clerk and all other officers of the City are hereby authorized and directed to take all actions and do all things necessary or desirable with respect to the formation of the Authority, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

SECTION 4. This Resolution shall take effect from and after its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of February, 2013.

_____
Mayor Margaret Finlay

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 13-01 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 12th day of February, 2013, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

JOINT EXERCISE OF POWERS AGREEMENT

by and between

CITY OF DUARTE

and

DUARTE HOUSING AUTHORITY

creating the

DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

February 1, 2013

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JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated February 1, 2013, by and between the CITY OF DUARTE, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California (the "City"), and DUARTE HOUSING AUTHORITY, a housing authority organized and existing under and by virtue of the laws of the State of California (the "Housing Authority").

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") authorizes the City and the Housing Authority to create a joint exercise of powers entity which has the power to exercise any powers common to the City and the Housing Authority and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the Duarte Community Facilities Financing Authority (the "Authority") for the purposes and to exercise the powers described herein.

B. The City is authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Government Code and other laws of the State of California.

C. The Housing Authority is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for any of its corporate purposes pursuant to Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code and the Act.

D. Article 4 of the Act (known as the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the City or the Housing Authority for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City or the Housing Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

"Act" shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended.

"Agreement" shall mean this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

"Authority" shall mean the Duarte Community Facilities Financing Authority created by this Agreement.

"Board" or *"Board of Directors"* shall mean the governing board of the Authority.

"Bonds" shall mean bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

"City" shall mean the City of Duarte, a municipal corporation and general law city duly organized and existing under and by virtue of the laws of the State.

"Housing Authority" shall mean Duarte Housing Authority, a housing authority, duly organized and existing under and by virtue of the laws of the State.

"Indenture" shall mean each indenture, trust agreement or other such instrument pursuant to which Bonds are issued.

"Member" or *"Members"* shall mean the City and/or the Housing Authority, as appropriate.

"State" shall mean the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting the financing and refinancing of capital improvement projects of the City and to finance working capital for the City by exercising the powers referred to in this agreement and shall benefit no other entity. Any Bonds issued by the Authority shall be solely for projects benefiting the City.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by a supplemental agreement of the Housing Authority and the City; *provided, however,* that in no event shall this Agreement terminate while any Bonds or other obligations of the Authority remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

(a) *Creation of the Authority.* There is hereby created pursuant to the Act an authority and public entity to be known as the "Duarte Community Facilities Financing Authority." As provided in the Act, the Authority shall be a public entity separate from the City and the Housing Authority. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Housing Authority.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

(b) *Governing Board.* The Authority shall be administered by the Board which shall consist of the five members of the City Council. The term of office as a member of the Board shall terminate when such member of the Board shall cease to hold its respective office at the

City and the successor to such officer or director of the City shall become a member of the Board, upon assuming such office.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) *Meetings of Board.*

(1) **Time and Place**. The Board shall hold regular meetings concurrently with meetings of the City, unless otherwise provided in the By-Laws of the Authority adopted by the Board (the "By-Laws"). The By-Laws shall establish the date upon which, and the hour and place at which, each regular meeting is to be held, if other than concurrently with meetings of the City, and the procedures for establishing the date, hour and place of additional regular meetings. The Board may hold special meetings at any time and from time to time in accordance with law.

(2) **Legal Notice**. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

(3) **Minutes**. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Housing Authority.

(4) **Quorum**. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) *Officers; Duties; Bonds.*

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer. The officers of the Authority shall be the persons specified in the By-Laws and shall have the powers vested in them pursuant to such By-Laws and such other powers as may be granted by the Board from time to time by resolution. Such officers may be directors or officers of the City serving *ex officio*.

(2) The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of $25,000 as required by section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than $500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). The cost of the bond shall be paid by the City. The Treasurer, at City's cost, may substitute insurance or other security in lieu of a bond.

(3) So long as required by section 6505 and section 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, the City and the Housing Authority which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee of other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(4) The services of the officers shall be without compensation by the Authority. The City will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services.

(5) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(6) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(8) The Members hereby confirm their intent and agree that, as provided in Section 4(A) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Housing Authority, and they do not intend by the following sentence to impair this provision. To the extent that liability is imposed or a claim is made on the Housing Authority, for any reason whatsoever notwithstanding Section 4(A) hereof and the Act, directly or indirectly arising out of a transaction or series of transactions undertaken by or for the benefit of the City in connection with the activities of the Authority, the City shall indemnify, defend and hold harmless the Housing Authority and each of the Housing Authority's officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities arising out of or in connection with the activities of the Authority. The Housing Authority may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by the City. The Authority and the City shall be jointly and severally liable for any indemnity obligation owed to the

Housing Authority. Notwithstanding the provisions of section 895.6 of the Government Code of the State, the City shall not have any right to contribution from the Housing Authority.

(9) In any event, the Authority or the City shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the City and the Housing Authority, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to June 30, 2013.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the City, subject to Section 9 hereof.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Housing Authority for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Housing Authority, as the case may be, and the Authority at the time of making such advance as provided by section 6512.1 of the Act. It is mutually understood and agreed that neither the City nor the Housing Authority has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Housing Authority may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 10. Bonds.

(a) *Authority To Issue Bonds.* When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board.

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from,, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including the Housing Authority and the City, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the Housing Authority and the City, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds nor shall the State or any public agency or instrumentality thereof, including the Housing Authority and the City, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority, in his or her individual capacity and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Housing Authority, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Housing Authority and their representatives.

The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(a) *Audits*. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) *Audit Reports*. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to Subsection B of this Section 12 as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement,

Section 14. Conflict of Interest Code. The Authority shall, by resolution, adopt a Conflict of Interest Code to the extent required by law. Such Conflict of Interest Code may be the conflict of interest code of the City.

Section 15. Breach. If default shall be made by the City or the Housing Authority in any covenant contained in this Agreement, such default shall not excuse either the City or the Housing Authority from fulfilling its obligations under this Agreement and the City and the Housing Authority shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The City and the Housing Authority hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Housing Authority hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or

hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 16. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 17. Withdrawal. Neither the Housing Authority nor the City may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 18. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Housing Authority and the City when each party has executed a counterpart of this Agreement.

Section 19. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; *provided, however,* that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Housing Authority, by resolution duly adopted by the board of directors of the Housing Authority, and, in the case of the City, by resolution duly adopted by the City Council, and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 23. Waiver of Personal Liability. No member, officer or employee of the Authority, the City or the Housing Authority shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the City shall defend such members, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an

officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Notices. Notices to the City hereunder shall be sufficient if delivered to the Assistant City Manager/Treasurer of the City, and notices to the Housing Authority hereunder shall be sufficient if delivered to the Treasurer of the Housing Authority.

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by the Housing Authority or the City, such action may be exercised through the officers, staff or employees of the Housing Authority or the City, as the case may be, in the manner provided by law.

The section and subsection headings herein are for convenience only and are not to be construed as modifying or governing the language in the section or subsection referred to.

This Agreement is made in the State, under the Constitution and laws of the state and is to be construed as a contract made and to be performed in the State.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

[end—signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

CITY OF DUARTE

By _____
MAYOR MARGARET FINLAY

ATTEST:

_____
Marla Akana, City Clerk

APPROVED AS TO FORM::

_____
Dan Slater, City Attorney

DUARTE HOUSING AUTHORITY

By _____
CHAIR MARGARET FINLAY

ATTEST:

_____
Marla Akana, Secretary

APPROVED AS TO FORM:

_____
Dan Slater, Housing Authority Counsel

023

RESOLUTION NO.

A RESOLUTION OF THE DUARTE HOUSING AUTHORITY APPROVING A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE DUARTE HOUSING AUTHORITY AND THE CITY OF DUARTE CREATING THE DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

WHEREAS, the Duarte Housing Authority (the "Housing Authority") is a housing authority and public body, corporate and politic, duly organized and existing under and pursuant to the laws of the State of California including Chapter 1 (commencing with section 34200) of Part 2 of Division 24 of the Health and Safety Code; and

WHEREAS, the Housing Authority, acting pursuant to Article I (commencing with section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "JPA Law"), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to section 6588 of the California Government Code, to exercise certain additional powers; and

WHEREAS, the City of Duarte, a municipal corporation and general law city organized and existing under the laws of the State of California (the "City"), and the Housing Authority desire to create and establish the Duarte Community Facilities Financing Authority (the "Financing Authority") pursuant to the JPA Law; and

WHEREAS, there has been presented to the Board of the Housing Authority a proposed form of Joint Exercise of Powers Agreement (the "Agreement"), by and between the City and the Housing Authority, which agreement creates and establishes the Financing Authority, a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, under California law and the Agreement, the Financing Authority will be a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Financing Authority will not be the debts, liabilities or obligations of the Housing Authority or the City or any representative of the City or Housing Authority serving on the governing body of the Financing Authority;

NOW, the Board of the Duarte Housing Authority hereby RESOLVES, DECLARES and ORDERS, as follows:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The form of the attached Agreement is hereby approved. The Chair, the Executive Director, the Assistant Executive Director, or the Treasurer (each, an "Authorized Officer") are each hereby authorized and directed, on behalf of the Housing Authority, to execute and deliver the Agreement substantially in the approved form, with such changes as the

Authorized Officer executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Chair, the Executive Director, the Assistant Executive Director, the Treasurer, the Secretary and all other officers of the Housing Authority are hereby authorized and directed to take all actions and do all things necessary or desirable with respect to the formation of the Financing Authority, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

SECTION 4. This Resolution shall take effect from and after its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of February, 2013.

_____
Chair Margaret Finlay

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

I, Marla Akana, Secretary of the Duarte Housing Authority, hereby attest to the above signature and certify that Resolution No. 13-H-01 was adopted by the Duarte Housing Authority at a regular meeting of said Authority held on the 12th day of February, 2013, by the following vote:

AYES: Authority members:

NOES: Authority members:

ABSENT: Authority members:

_____
Authority Secretary Marla Akana
City of Duarte, California

JOINT EXERCISE OF POWERS AGREEMENT

by and between

CITY OF DUARTE

and

DUARTE HOUSING AUTHORITY

creating the

DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

February 1, 2013

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JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated February 1, 2013, by and between the CITY OF DUARTE, a municipal corporation and general law city organized and existing under and by virtue of the laws of the State of California (the "City"), and DUARTE HOUSING AUTHORITY, a housing authority organized and existing under and by virtue of the laws of the State of California (the "Housing Authority").

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") authorizes the City and the Housing Authority to create a joint exercise of powers entity which has the power to exercise any powers common to the City and the Housing Authority and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the Duarte Community Facilities Financing Authority (the "Authority") for the purposes and to exercise the powers described herein.

B. The City is authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Government Code and other laws of the State of California.

C. The Housing Authority is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for any of its corporate purposes pursuant to Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code and the Act.

D. Article 4 of the Act (known as the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the City or the Housing Authority for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City or the Housing Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

"Act" shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended.

"Agreement" shall mean this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

"Authority" shall mean the Duarte Community Facilities Financing Authority created by this Agreement.

"Board" or *"Board of Directors"* shall mean the governing board of the Authority.

"Bonds" shall mean bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

"City" shall mean the City of Duarte, a municipal corporation and general law city duly organized and existing under and by virtue of the laws of the State.

"Housing Authority" shall mean Duarte Housing Authority, a housing authority, duly organized and existing under and by virtue of the laws of the State.

"Indenture" shall mean each indenture, trust agreement or other such instrument pursuant to which Bonds are issued.

"Member" or *"Members"* shall mean the City and/or the Housing Authority, as appropriate.

"State" shall mean the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting the financing and refinancing of capital improvement projects of the City and to finance working capital for the City by exercising the powers referred to in this agreement and shall benefit no other entity. Any Bonds issued by the Authority shall be solely for projects benefiting the City.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by a supplemental agreement of the Housing Authority and the City; *provided, however,* that in no event shall this Agreement terminate while any Bonds or other obligations of the Authority remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

(a) *Creation of the Authority.* There is hereby created pursuant to the Act an authority and public entity to be known as the "Duarte Community Facilities Financing Authority." As provided in the Act, the Authority shall be a public entity separate from the City and the Housing Authority. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Housing Authority.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

(b) *Governing Board.* The Authority shall be administered by the Board which shall consist of the five members of the City Council. The term of office as a member of the Board shall terminate when such member of the Board shall cease to hold its respective office at the

City and the successor to such officer or director of the City shall become a member of the Board, upon assuming such office.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) *Meetings of Board.*

(1) **Time and Place.** The Board shall hold regular meetings concurrently with meetings of the City, unless otherwise provided in the By-Laws of the Authority adopted by the Board (the "By-Laws"). The By-Laws shall establish the date upon which, and the hour and place at which, each regular meeting is to be held, if other than concurrently with meetings of the City, and the procedures for establishing the date, hour and place of additional regular meetings. The Board may hold special meetings at any time and from time to time in accordance with law.

(2) **Legal Notice.** All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

(3) **Minutes.** The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Housing Authority.

(4) **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) *Officers; Duties; Bonds.*

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer. The officers of the Authority shall be the persons specified in the By-Laws and shall have the powers vested in them pursuant to such By-Laws and such other powers as may be granted by the Board from time to time by resolution. Such officers may be directors or officers of the City serving *ex officio*.

(2) The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of $25,000 as required by section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than $500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). The cost of the bond shall be paid by the City. The Treasurer, at City's cost, may substitute insurance or other security in lieu of a bond.

(3) So long as required by section 6505 and section 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, the City and the Housing Authority which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee of other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(4) The services of the officers shall be without compensation by the Authority. The City will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services.

(5) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(6) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(8) The Members hereby confirm their intent and agree that, as provided in Section 4(A) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Housing Authority, and they do not intend by the following sentence to impair this provision. To the extent that liability is imposed or a claim is made on the Housing Authority, for any reason whatsoever notwithstanding Section 4(A) hereof and the Act, directly or indirectly arising out of a transaction or series of transactions undertaken by or for the benefit of the City in connection with the activities of the Authority, the City shall indemnify, defend and hold harmless the Housing Authority and each of the Housing Authority's officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities arising out of or in connection with the activities of the Authority. The Housing Authority may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by the City. The Authority and the City shall be jointly and severally liable for any indemnity obligation owed to the

Housing Authority. Notwithstanding the provisions of section 895.6 of the Government Code of the State, the City shall not have any right to contribution from the Housing Authority.

(9) In any event, the Authority or the City shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the City and the Housing Authority, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to June 30, 2013.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the City, subject to Section 9 hereof.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Housing Authority for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Housing Authority, as the case may be, and the Authority at the time of making such advance as provided by section 6512.1 of the Act. It is mutually understood and agreed that neither the City nor the Housing Authority has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Housing Authority may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 10. Bonds.

(a) *Authority To Issue Bonds.* When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board.

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from,, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including the Housing Authority and the City, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the Housing Authority and the City, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds nor shall the State or any public agency or instrumentality thereof, including the Housing Authority and the City, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority, in his or her individual capacity and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Housing Authority, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Housing Authority and their representatives.

The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(a) *Audits*. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) *Audit Reports*. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to Subsection B of this Section 12 as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement,

Section 14. Conflict of Interest Code. The Authority shall, by resolution, adopt a Conflict of Interest Code to the extent required by law. Such Conflict of Interest Code may be the conflict of interest code of the City.

Section 15. Breach. If default shall be made by the City or the Housing Authority in any covenant contained in this Agreement, such default shall not excuse either the City or the Housing Authority from fulfilling its obligations under this Agreement and the City and the Housing Authority shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The City and the Housing Authority hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Housing Authority hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or

hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 16. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 17. Withdrawal. Neither the Housing Authority nor the City may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 18. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Housing Authority and the City when each party has executed a counterpart of this Agreement.

Section 19. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; *provided, however,* that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Housing Authority, by resolution duly adopted by the board of directors of the Housing Authority, and, in the case of the City, by resolution duly adopted by the City Council, and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 23. Waiver of Personal Liability. No member, officer or employee of the Authority, the City or the Housing Authority shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the City shall defend such members, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an

officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Notices. Notices to the City hereunder shall be sufficient if delivered to the Assistant City Manager/Treasurer of the City, and notices to the Housing Authority hereunder shall be sufficient if delivered to the Treasurer of the Housing Authority.

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by the Housing Authority or the City, such action may be exercised through the officers, staff or employees of the Housing Authority or the City, as the case may be, in the manner provided by law.

The section and subsection headings herein are for convenience only and are not to be construed as modifying or governing the language in the section or subsection referred to.

This Agreement is made in the State, under the Constitution and laws of the state and is to be construed as a contract made and to be performed in the State.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

[end—signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

CITY OF DUARTE

By _____
MAYOR MARGARET FINLAY

ATTEST:

_____
Marla Akana, City Clerk

APPROVED AS TO FORM::

_____
Dan Slater, City Attorney

DUARTE HOUSING AUTHORITY

By _____
CHAIR MARGARET FINLAY

ATTEST:

_____
Marla Akana, Secretary

APPROVED AS TO FORM:

_____
Dan Slater, Housing Authority Counsel

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Agenda Memo
City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 2/6/13
Re: **Approval of Memorandum of Understanding Between City of Duarte and Duarte Public Cable Access, Inc., a California corporation (DCTV)**

Recommendation: City staff is recommending that the City Council approve and authorize the City Manager to execute, on behalf of the City, a Memorandum of Understanding between the City of Duarte and Duarte Public Cable Access, Inc. a California corporation (DCTV), formed to provide continuous public access programming, as well as studio operation services to the City of Duarte.

Background: Duarte Municipal Code Section 5.86.200 provides that the City may designate a non-profit organization to serve as the access management entity to provide public, educational, and government access programming services to the residents of the City. Since I991, DCTV has been the non-profit access entity designated by the City to provide access management and filming services to the City. The California corporation has indicated its continuing interest in serving the public by providing these types of services. Historically, the City has financially supported this entity for the deliverance of these services; however, a formal agreement detailing services provided, payments, reporting requirements, etc. between the two entities has not existed until now.

Discussion: Staff has been working with the group for several months to detail services provided to the City resulting in the attached Memorandum. (See Attachment A) Specifically, the Memorandum defines how the non-profit will operate the public access cable channel for the community in a manner consistent with principles set forth in its Duarte Public Cable Access, Inc., official by-laws, rules and regulations, as well as its Articles of Incorporation with the primary purpose being to administer, coordinate, and assist public access, as well as non-discriminatory access. The scope of work is as follows:

1. **Studio Operation** – Manage and staff a video production facility and equipment that shall be available for public use at such hours and times as determined by DCTV, not less than 15 hours per week, up to 21 hours per week. Any change in the hours of operation shall be posted twenty four (24) hours in advance of such change and when possible, prior notification will be listed on public access scroll and DCTV website. DCTV may choose to close its facility for up to two weeks per year for maintenance and/or other facility related issues. Current hours of operation are as follows:

   First and Third Tuesdays – 4:00 pm to 10:00 pm
   Wednesday, Thursday & Friday – 5:00 pm to 10:00 pm

2. **Equal Access** – Provide access to the use of the equipment, facilities, channels, and service on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups or organizations, on a first-come first-served non-discriminatory basis. Access to equipment and facilities shall be open to all those who satisfactorily complete training class(es) provided by DCTV, or who receive a certification from

DCTV, identifying said user as having satisfied training requirements through means other than DCTV training classes.

3. **Operating Policies and Procedures** – Follow reasonable policies, procedures, and guidelines for the use and operation of access equipment, facilities, and channel(s), and make policies, procedures, and guidelines available to the public. DCTV shall submit all changes, amendments, or alterations of policies, procedures, and guidelines to City for comment prior to formal ratification.

4. **Rules and Regulations** – Administer the public access channel(s) and facility in compliance with the Duarte Municipal Code and DCTV's adopted Rules and Regulations.

5. **Training** – Train Duarte residents and, when requested, City and school employees in the techniques of video production, and provide technical advice in the execution of productions. Such training shall be at such times and upon such terms as DCTV determines.

6. **Playback/Cablecast** – Provide for the playback/cablecasting of programs on public, access channel(s). DCTV shall cablecast an average of 84 hours per week of local origination, replayed, and outside programming per week. Current schedule is 10:00 am to 10:00 pm, seven days per week, on a year-round basis.

7. **Website** – DCTV shall provide 24/7 on-demand programming on the web at www.dctvduarte.com.

8. **Record and Produce City Special Events** – Provide, as available volunteer camera operators and production related support for annual special community events. Program requests are not cumulative, vary from year to year, and could include any combination of the following:

- **State of the City/School District**
- **Mayor's Prayer Breakfast**
- **Concerts in the Park Series**
- **Route 66 Parade**
- **Annual City Picnic**
- **Candidates Forum**
- **Duarte Boxing Show**
- **Halloween Carnival**
- **Christmas Tree Lighting Ceremony**
- **Community Movie Night**
- **Various DUSD Sporting Events**
- **Veteran's Day Event**
- **Author's Festival**
- **Easter Egg Hunt**
- **Cesar Chavez Volunteer Event**
- **Groundhog Job Shadow Day**
- **Honor Among Ashes**
- **Martin Luther King Jr. Community Remembrance Event**

9. **Marketing** – Actively promote the use and benefit of the public, educational, and government access channels and facility to cable subscribers, the public, access users, and Charter Communications.

10. **Complaint Management** – DCTV handles public complaints regarding its operations by first accepting a complaint at the station, forwarding the complaint to the Station Manager who attempts to resolve. If the problem cannot be resolved by the Station Manager, it is agendized for the next Board meeting for discussion.

Also per the Memorandum, DCTV functions as an independent contractor; thus, is also responsible for maintaining all books and records in accordance with generally accepted accounting principles, actively recruiting board of director members for its seven-member board, engaging in fundraising, maintaining its own equipment, as well as the interior portion of the studio located at 1640 East Third Street, and having a $1,000,000 public liability policy naming the City as additionally insured.

Fiscal Impact: The approximate cost of the 12-month services agreement is $43,500. On or before May 15th of each year, the City shall provide DCTV with an estimate of available PEG fees and general fund dollars that will be available for the upcoming fiscal year. DCTV, in turn, shall provide City with a budget that will outline programs for the upcoming fiscal year including, but not limited to, training classes offered, number of hours of local original programing, capital budget, other activities, etc.

ATTACHMENTS: Memorandum of Understanding between the City of Duarte and Duarte Public Cable Access, Inc. (DCTV), and DCTV budget

Memorandum of Understanding Between City of Duarte and Duarte Public Cable Access, Inc. (DCTV)

OFFICE LOCATION

1634 Third Street, Duarte, CA 91010

MEMORANDUM OF UNDERSTANDING

The following is the Memorandum of Understanding (MOU) between the City of Duarte, a municipal corporation ("City"), and Duarte Public Cable Access, Inc., a California corporation ("DCTV"). This MOU is made and entered into as of February 12, 2013, and sets forth the duties and responsibilities of DCTV.

RECITALS

A. The City desires to provide support for the use of cable access channels provided pursuant to 47 USC Section 531 of the Cable Communication Policy Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection Act of 1992 (The Act") and the Telecommunications Act of l996.

B. The Duarte Municipal Code, Section 5.86.200 provides that the City may designate a nonprofit organization to serve as the access management entity to provide public, educational and/or government programming services and programming to the residents of the City.

C. The State has granted one franchise to Charter Communication to operate cable television in the City.

D. Both the State Franchise and Duarte Ordinance No. 794 provide that payments consisting of a franchise and PEG fees shall be made by cable service providers to the City for purposes consistent with state and federal law, i.e., capital equipment, facilities, educational and government access channels.

E. DCTV, being the nonprofit access entity designated by the City, has provided access management and video services to the City since November, 1991 and has indicated its

continuing interest in serving the public by providing continued public, education and government access programming and studio operation services.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth, the parties agree to the following:

Section 1. Scope of Services – Operate the public/community access cable channel for public/community access programming purpose in a manner consistent with principles set forth in Duarte Public Cable Access, Inc. DCTV, Official By-laws, rules and regulations, and Articles of Incorporation with the primary purpose being to administer, coordinate and assist government access, and nondiscriminatory access.

1. **Studio Operation** – Manage and staff a video production facility and equipment that shall be available for public use at such hours and times as determined by DCTV not less than 15 hours per week, up to 21 hours per week. Any change in the hours of operation shall be posted twenty four (24) hours in advance of such change and when possible, prior notification will be listed on public access scroll and DCTV website. DCTV may choose to close its facility for up to two weeks per year for maintenance and/or other facility related issues. All efforts will be made to notify the public in advance of the closure. Current hours of operation are as follows:
    - **First and Third Tuesdays** – 5:00 pm to 10:00 pm
    - **Wednesday, Thursday & Friday** – 5:00 pm to 10:00 pm
2. **Equal Access** – Provide access to the use of the equipment, facilities, channels and service on a non-discriminatory basis to all member of the community for non-commercial programming purposes, whether individuals, groups or organizations, on a first-come, first serve non-discriminatory basis. Access to equipment and facilities shall be open to all those who satisfactorily complete training class(es) provided by DCTV or who receive a certification from DCTV, identifying said user as having satisfied training requirements through means other than DCTV training classes.
3. **Operating Policies and Procedures** – Follow reasonable policies, procedures and guidelines for the use and operation of access equipment, facilities, and channel and make policies, procedures, and guidelines available to the public. DCTV shall submit all changes, amendments or

alterations of policies, procedures, and guidelines to City for comment prior to formal ratification.

4. **Rules and Regulations** – Administer the public access channel(s) and facility in compliance with the Duarte Municipal Code and DCTV's adopted Rules and Regulations.

5. **Training** – Train Duarte residents, and when requested City and school employees in the techniques of video production, and provide technical advice in the execution of productions. Such training shall be at such times and upon such terms as DCTV determines.

6. **Playback/Cablecast** – Provide for the playback/cablecasting of programs on public, educational and government access channel. DCTV shall cablecast an average of 84 hours per week of local origination, replayed and outside programming per week. Model schedule is as follows: **Mary and Levon to insert.**

7. **Website** – DCTV shall provide 24/7 on-demand programming on the web at www.dctvduarte.com

8. **Record and Produce City Special Events** – Pending availability of staff and/or volunteers, provide camera operators and production related support for a variety of community events annually. Program requests are not cumulative, vary from year to year and could include any combination of the following:

    - **State of the City/School Districts**
    - **Festival of the Authors**
    - **Mayor's Prayer Breakfast**
    - **Concerts in the Park Series**
    - **Route 66 Parade**
    - **Annual City Picnic**
    - **Candidates Forum**
    - **Duarte Boxing Show**
    - **Halloween Carnival**
    - **Christmas Tree Lighting Ceremony**
    - **Community Movie Night**
    - **Various DUSD Sporting Events**

- **Veteran's Day Event**
- **Easter Egg Hunt**
- **Cesar Chavez Volunteer Event**
- **Groundhog Job Shadow Day**
- **Honor Among Ashes**
- **Martin Luther King Birthday Celebration Event**

9. **Marketing** – Actively promote the use and benefit of the public access channel and facility to cable subscribers, the public, access users, and Charter Communications through a variety of methods including but not limited to community networking events, cable scroll, press releases, access programming, website and Duarte High School ROP video courses.

10. **Complaint Management** – DCTV handles public complaints regarding its operations by first accepting a complaint at the station, forwarding the complaint to the Station Manager who attempts to resolve. If the problem can not be resolved by the Station Manager, it is agendized for the next Board meeting for discussion.

Section 2. Channel Open to Public – DCTV agrees to keep the access channels open to all potential users in the manner prescribe by FCC regulations, the Act and other laws. The City shall not have the authority to control the content of programming placed on the public access channels nor shall the City take any steps designed to control the content of such programming. However, nothing shall prevent the City from producing or sponsoring programming.

Section 3. Indemnification – DCTV shall indemnify, defend, and hold harmless the City, and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against all damages and liability caused by the negligent actions or willful misconduct of DCTV or by its officers, officials, employees, agents, representatives, and volunteers when acting for or on behalf of DCTV. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its officers, officials, employees, agents, representatives, or volunteers acting in an official capacity.

Section 4. Copyright Clearance – Before cablecasting video transmissions, DCTV may require all users to agree in writing that they have made all legally necessary and appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organization, and without limitation

from the foregoing, any and all other persons as may be necessary to transmit its or their program material over DCTV authorized channels.

Section 5. Copyright and Ownership – DCTV shall own the copyright any programs that it may choose from time to time to produce. Copyright of programming produced by a member of the public shall be held by the person who produces that program.

Section 6. Distribution – a) DCTV may require that producers of programs using the equipment, facilities or staff of DCTV grant to DCTV a nonexclusive license to cable cast such program on channels operated by DCTV, and to copy, perform and/or prepare derivative works based upon the program for educational, training and/or promotional purposes b) DCTV may require that programs produced using DCTV equipment, facilities or staff be cablecast at least once on channels operated by DCTV. C) DCTV may require that programs produced using DCTV equipment, facilities or staff not be used for commercial purposes. D) At least at the beginning and the end of each day that video programming cablecast on the channels whose use is authorized by this MOU, DCTV shall display a credit stating "Partial Funding" for the operation of this channel is provided by the City of Duarte."

Section 7. Equipment – DCTV shall be responsible for maintenance of all equipment owned, leased or purchased in the operation of public access channel in the City with funds received pursuant to this Agreement. In the event of the dissolution of DCTV, DCTV shall transfer all assets of DCTV funded with City dollars to either the City or another organization designated by the City to manage public access.

Section 8. Facility/Insurance – Based on the terms of the DCTV User Agreement, dated November 1991, with the City of Duarte, DCTV shall be entitled to exclusive possession of portions of real property and non-exclusive use of other portions of the property located at 1640 East Third Street, Duarte. In summary, DCTV at its cost shall maintain in good condition all interior portions of the building and shall also comply with a maintenance schedule approved by the City Manager. The City at its cost shall maintain structural parts of the building including foundations, bearing and exterior walls, sub-flooring and roof, unexposed electrical, plumbing, sewage systems, heating, ventilating and air conditioning systems that are part of the building and pay all utilities except for telephone. DCTV shall maintain the interior area in a clean and sanitary condition plus maintain a public liability policy with single combined liability limit of $1,000,000 per person, $1,000,000 per accident and limits not less than insuring all liability of DCTV and its authorized representatives and shall name the City of Duarte employees, agents, etc. as additionally insured.

Section 9. - Non-discrimination in Employment and Service – DCTV shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap. Further DCTV shall not discriminate in the delivery of service on the basis of race, color creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

Section 10. – Independent Contractor – It is understood and agreed that DCTV is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and DCTV. If in the performance of this MOU any third persons employed by DCTV such person(s) shall be entirely and exclusively under the control, direction and supervision of DCTV. All terms of employment, including hours, wages, working conditions, discipline, hiring, discharge, or any other term of employment shall be determined by DCTV.

Section 11. Board of Directors Membership – DCTV shall actively recruit members of the public to serve on its seven member Board in accordance with its By-laws.

Section 12. Assignment or Subletting – Neither this MOU nor any interest in it shall be assigned or transferred by DCTV without the express written consent of the City.

Section 13. Annual Reporting – Prior to September 15th of each year, DCTV shall submit to City an annual report for the preceding fiscal year (July 1 – June 30). The report shall contain, the following information:

- Current and complete listing of DCTV's Board and their terms;
- Year end financial statements;
- Any revisions to the by laws, rules and regulations approved during the prior fiscal year;
- Statistics on programming and/or services provided.

Section 14. Records, Fiscal Audit – DCTV shall maintain all necessary books and records in accordance with generally accepted accounting principles and for a period of not less than three years following the expiration of this Agreement or such longer period as provided by law.

Section 15. Funding – The City agrees to make funds and resources available to DCTV in the amount of $43,500 per fiscal year. Additional PEG fees paid to the City on an annual basis pursuant to the State Video franchising laws and Duarte Ordinance 794 may be requested on an as needed request basis for capital purchases only in compliance with State law.

Section 16. Annual Plan and Budget – On or before May 15th City shall provide DCTV with an estimate of available PEG fees and general fund dollars that will be available for the upcoming fiscal year. Prior to annual budget workshop, DCTV will provide City Council with year to date budget expenditures and any anticipated capital/program expenses for the upcoming fiscal year.

Section 17. Funding from Other Sources – DCTV is encouraged, during the course of this MOU to pursue supplemental funds from other sources, including but not limited to fundraising.

Section 18. Termination – The City may terminate this MOU at any time at the expiration of its term or any extension thereof with or without cause. The City will provide 60 days notice to DCTV of a public hearing before the City Council to consider termination.

Section 19. – Time – Time is of the essence in this MOU and for the performance of all covenants and conditions of this Agreement.

Section 20. – Cooperation – Each party agrees to execute all documents and do all things necessary to appropriately carry out the provisions of this MOU.

Section 21. – GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS - The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall DCTV be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

Section 22. – Applicable Law – This MOU shall be interested and enforced under the laws of the State of California

Section 23. – Notices – All notices and other communication to be given to either party shall be in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To DCTV: DCTV Board President
1634 Third Street
Duarte, CA 91010

To City: Karen Herrera
Deputy City Manager
1600 Huntington Drive
Duarte, CA 91010

Any party may change its address for notice by written notice to the other party at any time. The City shall designate a person who shall act as liaison between the City and DCTV.

Section 24. Entire MOU – This MOU is the entire agreement of the parties and supersedes all other prior agreements either written or oral. The MOU may be amended only by written agreement executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this MOU to be effective as of the Effective Date.

CONTRACTOR

Date: _____ By: _____
DCTV Board President

CITY OF DUARTE

Date: _____ By: _____
Darrell J. George, City Manager

ATTEST:

_____
Marla Akana, City Clerk

APPROVED AS TO FORM:

_____
Dan Slater, City Attorney

Attachment Budget

DCTV BUDGET
July 2013 - June 2014

Income:	Duarte City Hall	43500
	Donations	200
Total		43700
Expenses:		
	State Filing Fee	25
	Chamber Dues	65
	Postage-P.O. Box Rental	100
	Cleaning Fees	140
	Acctg Exp- Tax Filing	225
	DUSD Student Scholarship	250
	Tapes/Supplies	300
	Website Mntnce.	500
	Telephone Expense	1300
	Payroll Mtnce.	1800
	WC & Liability Insurance	5000
	Payroll Taxes - EE & ER	12000
	Net Payroll	25000
Total		46705
	Shortfall - Income less Expenses	3005
Capital Equipment Needed:		50000
	upgrade: cameras & accessories;	
	audio equipment & accessories;	
	video switches & accessories.	
	Details available on request.	

MEMORANDUM

To: Honorable Mayor and Councilmembers

From: Irma Hernandez, Senior Planner

Date: February 12, 2013

Subject: Award a contract to RBF Consulting, a Baker Company located in Ontario, California to update the City of Duarte Local Hazard Mitigation Plan, fully funded by State CDBG funds.

RECOMMENDATION

Staff recommends that the City Council:

Award a contract for up to $68,600 to RBF Consulting (Ontario Office), a Baker Company to update the City of Duarte 2004 Local Hazard Mitigation Plan, fully funded by State CDBG funds and authorize the City Manager to execute a Professional Services Agreement with RBF Consulting.

BACKGROUND

In April 2011, the City of Duarte was approved to receive $70,000 in State Community Development Block Grant (CDBG) funding, a component of the State's 2008 Disaster Recovery Initiative (DRI) Program. The grant allows a maximum of $68,600 to be used for consultant costs and a maximum of $1,400 may be used for city staff costs. The grant activities that were approved by the State include: update the City's 2004 Local Hazard Mitigation Plan; develop a brush clearance program; and develop guidelines that delineate local zones of required investigation for liquefaction, earthquake-induced landslides, and related hazards (also referred to as focused seismic studies).

ANALYSIS

In October 2012, a request for Statement of Qualifications (SOQ) was sent out to eleven firms generally known to have expertise in the subject matters described above. The City received Statement of Qualifications from four firms by the October 25, 2012 deadline. Of the four firms, three were invited to submit detailed proposals and quotations. One firm was eliminated since it lacked experience in the subject matters relating to the project. The City sent out a Request for Proposal to the remaining three firms on November 20, 2012. The City received three proposals with quotations by the December 13, 2012 deadline from three firms including: RBF Consulting, a Baker Company located in Ontario, California; Dewberry located in Roseville, California; and Emergency Planning Consultant (EPC) located in San Diego, California.

The three proposals were evaluated based on specific criteria including: experience with similar work; comprehensiveness of the proposed work program; availability of technical expertise/ qualified staff; ability to deliver product in a cost effective and timely manner; and completeness / thoroughness of the proposal. The firm that rated the highest was RBF consulting of Ontario, California and in close second was Dewberry. Due to the closeness of these two firm's overall rating, staff decided to contact references listed for both firms. The two firms had collaborated on hazard mitigation plan projects in the recent past, including projects for the cities of Capitola and Huntington Beach. Upon calling the reference contacts provided, it became clear that RBF Consulting would be the best fit for this project.

The references contacted gave RBF Consulting excellent reviews, complimented its thoroughness and timing, praised the efficiency that the firm and staff offered, complimented the level expertise offered by RBF's team and the proposed project manager, and were pleased with the final work product.

RBF Consulting proposes to complete the project which includes updating to the City's Hazard Mitigation Plan, development of a brush clearance plan and completion of focused geotechnical studies within an 8-month time period, at the cost of $66,100 which is $2,500 under budget. The remaining $2,500 would be used only as contingency funds. The proposal by RBF Consulting to complete the project is reasonable in timing and is within the budget of the State CDBG grant that the City has received approval for. Dewberry's budget was $316 under budget, leaving very little in contingency funds, and the budget included costs for travel. RBF's budget does not include travel expenses.

Staff recommends that the City Council Award a contract to RBF Consulting, a Baker Company located in Ontario, California to update the City of Duarte Local Hazard Mitigation Plan, fully funded by State CDBG funds and authorize the City Manager to execute an agreement with the firm.

Memorandum

To: **City Council**

From: **Traffic Safety Commission**

CC: **Ralph Casillas, Public Works Manager**

Date: **2/6/13**

Subject: Commission Reorganization

At the regular meeting of the Traffic Safety Commission held on Tuesday, February 5, 2013, the Commission organized as follows:

Chairperson – Robert Porlier

Vice-Chairperson – Neil Bjornsen

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

RECEIVED
FEB - 4 2013
CITY OF DUARTE

IN REPLY PLEASE
REFER TO FILE: T-6

January 29, 2013

Ms. Marla Akana, City Clerk
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Ms. Akana:

CITY OF DUARTE - KIMLEY-HORN INTEGRATED TRANSPORTATION SYSTEM
CITY OF DUARTE-COUNTY COOPERATIVE AGREEMENT

Enclosed are two originals of the cooperative agreement to install the County's Kimley-Horn Integrated Transportation System at the specified intersections within the City of Duarte. The agreement was prepared based on discussions between our respective staffs. Nothing in this agreement will alter the current roles and responsibilities of the County and City in operating and maintaining the traffic signals and signal systems within their respective jurisdictions.

If the agreement is satisfactory, please present it to your duly authorized City officials for approval. Upon approval, please return the two originals of the agreement to us for further action. After final approval by the Director of Public Works, we will return one fully executed City original.

If you have any questions, please call me or your staff may contact Ms. Jane White of Traffic and Lighting Division, TRAFFIC Section, at (626) 300-2020.

Very truly yours,

for Patrick V. Ochelli

GAIL FARBER
Director of Public Works

JL:sd
P:\tlpub\WPFILES\FILES\TRA\CO-OP AGREEMENTS\ITS\KITS - City Co-op Agreements\
Transmittal Letter\Agreement - Duarte Transmittal.doc

Enc.

cc: Los Angeles County Metropolitan Transportation Authority (Steve Gota w/o enc.)
City of Duarte (Rafael Casillas)

AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF DUARTE, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

WITNESSETH

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for the procurement of a traffic control system; and

WHEREAS, the traffic control system is known as the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY'S KITS; and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a wireless communication system (hereinafter referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY'S agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY traffic signals as denoted in Attachment A; and

WHEREAS, use of KITS requires that a communication link be established between a remote location and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as WORKSTATION); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY has developed LACO-4E traffic signal controller firmware to enable basic traffic signal timing and coordination timing for traffic signals connected to KITS; and

WHEREAS, COUNTY will install LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to KITS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

a. To convert and install LACO4-E basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with KITS, at no cost to CITY.

b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.

c. To install WORKSTATION in CITY for their use to monitor and control CITY TRAFFIC SIGNALS, with the installation to be completed at no cost to CITY.

d. To not alter basic traffic signal timing or coordination signal timing at CITY TRAFFIC SIGNALS without prior approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within ninety (90) days after the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.

e. Subsequent to CITY'S approval in 1 (d) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), to review, observe, and if necessary, recommend revisions to and/or modify basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY'S KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

a. To be solely responsible for maintaining the basic traffic signal timing and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.

b. To inform the COUNTY of any changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.

c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to section 1(d) hereinabove, CITY shall notify COUNTY in writing within ninety (90) days of the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.

d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications which would affect coordination traffic signal timing.

e. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense WORKSTATION and WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.

f. If requested by the COUNTY, to issue a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), pursuant to which the CITY will reimburse the COUNTY for the annual costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on the COUNTY'S KITS system. Said cost is

currently estimated to be Two Thousand and 00/100 Dollars ($2,000) per year.

g. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect).

h. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.

i. To allow COUNTY to monitor the operation of CITY TRAFFIC SIGNALS.

j. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of WIRELESS COMMUNICATION at no cost to COUNTY.

k. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install WIRELESS COMMUNICATION within CITY highway right of way.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The terms and provisions of Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) regarding the COUNTY and CITY'S roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect.

b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY TRAFFIC SIGNALS.

c. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS.

d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.

e. Any additions, deletions, or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.

f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:
City Clerk
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

With Copy to:
Public Works Division Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

COUNTY:
Mr. Dean R. Lehman
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

g. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.

h. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.

i. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to; 1) entering into a tolling agreement with respect to any claims they may have against each other,

and 2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.

j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

l. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement No. 32056 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF DUARTE on_____, 2013, and by the COUNTY OF LOS ANGELES on _____, 2013.

GAIL FARBER
DIRECTOR OF PUBLIC WORKS
COUNTY OF LOS ANGELES

By_____
Deputy Director

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By_____
Deputy

CITY OF DUARTE

By_____
City Manager

ATTEST:

By_____
City Clerk

By_____
City Attorney

ATTACHMENT A

CITY OF DUARTE		
City Hall: 1600 Huntington Drive, 91010 Central System Location: 900 South Fremont Ave, Alhambra, 91803		
Number	**Arterial Street Name**	**Cross Street Name**
1	Huntington Drive	Buena Vista Street
2	Huntington Drive	Crestfield Drive
3	Huntington Drive	Highland Avenue
4	Huntington Drive	Las Lomas Road
5	Huntington Drive	Mountain Vista Plaza

MEMORANDUM

TO: Darrell J. George, Executive Director, City of Duarte As Successor Agency to Dissolved Redevelopment Agency of the City of Duarte

FROM: Kristen Petersen, Assistant Executive Director, City of Duarte As Successor Agency to Dissolved Redevelopment Agency of the City of Duarte

DATE: February 12, 2013

SUBJECT: **Recognized Obligation Payment Schedule (ROPS 13-14A)**

Recommendation

It is recommended that the Successor Agency approve and adopt the Recognized Obligation Payment Schedule (ROPS) for the period July 1, 2013 through December 31, 2013 [referred to under the new ROPS numbering system promulgated by the Department of Finance (DOF) as "ROPS 13-14A"].

Background

As you know pursuant to the terms of AB 1x 26 the Successor Agency must prepare a new ROPS for each six month period to be submitted to the Oversight Board for approval and then submitted to the DOF for final approval. As a result, we have prepared ROPS 13-14A for the period July 1, 2013 through December 31, 2013. ROPS 13-14A is attached for review and adoption by the Successor Agency. ROPS 13-14A, after Oversight Board approval, must be submitted to the DOF by March 1, 2013.

There are no new items on this ROPS, just existing items that still have outstanding debt to be paid. But please note that this ROPS is presented in a new format created by the DOF and includes cells that are "frozen" for disputed items and therefore cannot be revised. In Duarte's case, the frozen items are the four highlighted rows that pertain to the Housing Authority Agreement and the three Promissory Notes owed to the City. The DOF has determined these four items to not be enforceable obligations, a determination the Successor Agency disputes. The DOF has left these items on the ROPS, but has zeroed out all the dollar amounts in those rows.

The ROPS instructions state that we should include an explanation in the Notes section of the ROPS as to what these "frozen" items are and the status of their review. The Notes section of the ROPS states the Successor Agency continues to assert these four items are enforceable obligations and that a lawsuit has been filed on these items.

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the July 1, 2013 to December 31, 2013 Period

Name of Successor Agency: **DUARTE (LOS ANGELES)**

Outstanding Debt or Obligation	**Total**
Total Outstanding Debt or Obligation	**$29,444,287**

	Current Period Outstanding Debt or Obligation	**Six-Month Total**
A	Available Revenues Other Than Anticipated RPTTF Funding	**$0**
B	Enforceable Obligations Funded with RPTTF	**$4,640,348**
C	Administrative Allowance Funded with RPTTF	**$250,000**
D	Total RPTTF Funded (B + C = D)	**$4,890,348**
E	Total Current Period Outstanding Debt or Obligation (A + B + C = E) *Should be same amount as ROPS form six-month total*	**$4,890,348**
F	Enter Total Six-Month Anticipated RPTTF Funding	$4,000,000
G	Variance (F - D = G) *Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding*	**($890,348)**

	Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))	
H	Enter Estimated Obligations Funded by RPTTF *(lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)*	3,199,314
I	Enter Actual Obligations Paid with RPTTF	$2,949,314
J	Enter Actual Administrative Expenses Paid with RPTTF	$250,000
K	Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	$0
L	Adjustment to RPTTF (D - K = L)	$4,890,348

Certification of Oversight Board Chairman:

Pursuant to Section 34177(m) of the Health and Safety code,

I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name _____ Title _____

/s/ _____

Signature _____ Date _____

Oversight Board Approval Date: _____

DUARTE (LOS ANGELES)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source					
									Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
							$29,444,287	$3,252,948	$0	$0	$250,000	$4,640,348	$0	$4,890,348
1	TA Refund Bond 2007 - Series A	2007	10/1/2019	US Bank	Bonds issued to fund non-housing projects	Merged Project Area	12,160,660	1,333,698	0	0	0	1,148,090	0	1,148,090
2	TA Refund Bond 2007 - Series B	2007	10/1/2017	US Bank	Bonds issued to fund non-housing projects	Merged Project Area	6,606,759	1,329,591	0	0	0	1,195,741	0	1,195,741
3	TA Refund Bond 2007 - Series C	2007	10/1/2018	US Bank	Bonds issued to fund non-housing projects	Merged Project Area	3,260,800	547,200	0	0	0	498,000	0	498,000
4	TA Refund Bond 2007	2007	10/1/2019	US Bank	Compliance w. special redemption covenant	Merged Project Area	300,000	300,000	0	0	0	300,000	0	300,000
5	Jacobsen DDA	2006	until paid	Jacobsen Family Holdings	Additional Purchase Price Payments	Merged Project Area	2,371,497	627,646	0	0	0	627,646	0	627,646
6	Jacobsen DDA	2006	until project is complete	City of Duarte	Staff, legal & engineering costs to finalize development	Merged Project Area	217,000	21,000	0	0	0	21,000	0	21,000
7	Contract for Trustee Services	2007	2019	US Bank	Trustee fees for Bonds listed above	Merged Project Area	112,000	16,000	0	0	0	16,000	0	16,000
8	Contract for Consulting Svc	2007	2019	Harrell & Company	Fiscal Consultant for Bond Continuing Disclosure	Merged Project Area	70,000	10,000	0	0	0	10,000	0	10,000
9	SCPH DDA	2010	until paid	So Cal Presbyterian Homes	Affordable Housing Project Costs	Merged Project Area	1,200,000	0	0	0	0	0	0	0
10	SCPH DDA	2010	until project is complete	City of Duarte	Staff, legal & engineering costs to finalize development	Merged Project Area	41,000	41,000	0	0	0	41,000	0	41,000
11	Housing Authority Obligation	9/22/2011		Duarte Housing Authority	Master Financing and Grant Agreement	Merged Project Area	0	0	0	0	0	0	0	0
12	Reimbursement & Operating Agt	4/10/2012	until paid	City of Duarte	Advance of funds for 4/2011 debt service payment	Merged Project Area	348,621	348,621	0	0	0	348,621	0	348,621
13	Mountain Vista Plaza OPA	2009	until paid	Mountain Vista Plaza Ptnrs	Agency Assistance Payments	Merged Project Area	100,000	100,000	0	0	0	100,000	0	100,000
14	Woodbluff Storm Drain Project	6/30/2005	until paid	City of Duarte	Publicly Owned Project Area Improvement	Merged Project Area	221,250	221,250	0	0	0	221,250	0	221,250
15	Promissory Note - Amended Davis	6/24/1987		City of Duarte	Repayment of note for Project Improvements	Merged Project Area	0	0	0	0	0	0	0	0
16	Promissory Note - Hamilton	2/21/1991		City of Duarte	Repayment of note for Project Improvements	Merged Project Area	0	0	0	0	0	0	0	0
17	Promissory Note - RD Ph III	2/7/1991		City of Duarte	Repayment of note for Project Improvements	Merged Project Area	0	0	0	0	0	0	0	0
18	Performance Nissan Sign Fee	2010	until paid	Group 1 Realty	Sign Fee	Merged Project Area	120,000	30,000	0	0	0	30,000	0	30,000
19	Huntington Cts Promissory Note	2004		City of Duarte	40 units - Project compliance and administration	Merged Project Area	0	0	0	0	0	0	0	0
20	Assisted Housing Inventory Audit	1990		City of Duarte	5 complexes - Project compliance and administration	Merged Project Area	10,800	10,800	0	0	0	10,800	0	10,800
21	Silent Second Program	1995		City of Duarte	Project compliance and administration	Merged Project Area	34,300	4,900	0	0	0	4,900	0	4,900
22	LA County Pass Thru Deferral	1986	until paid	LA County taxing entities	Rancho Duarte Phase II County Deferral Balance	Merged Project Area	2,202,300	0	0	0	0	0	0	0
23	Successor/City Loan Agreement	7/31/2012	until paid	City of Duarte	Trustee fees for Bonds paid 7/2012 (line 7)	Merged Project Area	7,300	7,300	0	0	0	7,300	0	7,300
24	Successor/City Loan Agreement	7/31/2012	until paid	City of Duarte	Fiscal Consultant for Bond compliance 7-12/2012(line 8)	Merged Project Area	5,000	5,000	0	0	0	5,000	0	5,000
25	Successor/City Loan Agreement	7/31/2012	until paid	City of Duarte	Rutan & Tucker legal costs 7-12/2012(lines 6, 10)	Merged Project Area	55,000	55,000	0	0	0	55,000	0	55,000
27	Administrative Cost Allowance			City of Duarte	NONE	Merged Project Area	0	250,000	0	0	250,000	0	0	250,000
														0
														0
														0
														0
														0
														0
														0
														0
														0
														0

DUARTE (LOS ANGELES)

Pursuant to Health and Safety Code section 34186 (a)

PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)

July 1, 2012 through December 31, 2012

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					$0	$0	$0	$0	$0	$0	$636,122	$250,000	$5,587,243	$2,949,314	$0	$0
1	TA Refund Bond 2007 - Series A	US Bank	Bonds issued to fund non-housing projects	Merged Project Area									1,129,925	$ 1,129,925.00		
2	TA Refund Bond 2007 - Series B	US Bank	Bonds issued to fund non-housing projects	Merged Project Area									1,172,347	$ 1,172,311.77		
3	TA Refund Bond 2007 - Series C	US Bank	Bonds issued to fund non-housing projects	Merged Project Area									486,400	$ 475,189.29		
4	TA Refund Bond 2007 (2)	US Bank	Compliance w. special redemption covenant	Merged Project Area									300,000	-		
5	Jacobsen DDA	Jacobsen Family Holdings	Additional Purchase Price Payments	Merged Project Area									313,824	-		
6	Jacobsen DDA	City of Duarte	Staff, legal & engineering costs to finalize development	Merged Project Area									108,500	1,830		
9	Contract for Trustee Services	US Bank	Trustee fees for Bonds listed above	Merged Project Area									15,000	13,160		
10	Contract for Consulting Svc	Harrell & Company	Project administration	Merged Project Area									7,500	-		
11	SCPH DDA	So Cal Presbyterian Homes	Affordable Housing Project Costs	Merged Project Area									1,200,000	-		
12	SCPH DDA	City of Duarte	Staff, legal & engineering costs to finalize development	Merged Project Area									20,500	6,847		
16	Reimbursement & Operating Agt	City of Duarte	Advance of funds for 4/2011 debt service payment	Merged Project Area									466,672	120,051		
17	Mountain Vista Plaza OPA	Mountain Vista Plaza Ptnrs	Agency Assistance Payments	Merged Project Area									100,000	-		
18	Woodbluff Storm Drain Project	City of Duarte	Public Owned Project Area Improvements	Merged Project Area									221,250	-		
24	Performance Nissan Sign Fee	Group 1 Realty	Sign Fee	Merged Project Area									30,000	30,000		
25	Huntington Cts Promissory Note	City of Duarte	40 units - Project compliance & administration	Merged Project Area									6,500	-		
26	Assisted Housing Inventory Audit	City of Duarte	5 complexes - Project compliance and administration	Merged Project Area									5,375	-		
27	Silent Second program	City of Duarte	Project compliance and administration	Merged Project Area									2,450	-		
28	LA County Pass Thru Deferral	LA County taxing entities	Rancho Duarte Phase II County Deferral Balance	Merged Project Area												
29	Administrative Cost Allowance	City of Duarte	Project administration	Merged Project Area							636,122	250,000				

DUARTE (LOS ANGELES)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
1	TA Refund Bond 2007 - Series A	
2	TA Refund Bond 2007 - Series B	
3	TA Refund Bond 2007 - Series C	
4	TA Refund Bond 2007	Special redemption bond covenants require an annucal calc related to the TI cap & if needed all excess taxes must be used for mandatory bond redemption
5	Jacobsen DDA	Terms of the DDA state that the remaining biannual payments will continue until all payments are made
6	Jacobsen DDA	The administrative costs related to this project will continue until the project is completed.
7	Contract for Trustee Services	Required by the bond covenants
8	Contract for Consulting Svc	Required by the bond covenants
9	SCPH DDA	This item was recently approved to be paid with Reserve Funds from the LMIHF. We expect this payment to be made during ROPS III
10	SCPH DDA	The administrative costs related to this project will continue until the project is completed.
11	Housing Authority Obligation	The Successor Agency continues to assert that this is an enforceable obligation and has filed a lawsuit on this item.
12	Reimbursement & Operating Agt	City loaned the Successor Agency funds in order to make the debt service payment due to lack of funds.
13	Mountain Vista Plaza OPA	The term continues until the entire amount fo $100,000 is paid to the developer
14	Woodbluff Storm Drain Project	The term continues until the entire amount of $221,250 is paid for the construction of the storm drain
15	Promissory Note - Amended Davis	The Successor Agency continues to assert that this is an enforceable obligation and has filed a lawsuit on this item.
16	Promissory Note - Hamilton	The Successor Agency continues to assert that this is an enforceable obligation and has filed a lawsuit on this item.
17	Promissory Note - RD Ph III	The Successor Agency continues to assert that this is an enforceable obligation and has filed a lawsuit on this item.
18	Performance Nissan Sign Fee	The payments are annual, but the term continues until the entire amount is paid to the developer.
19	Huntington Cts Promissory Note	This promissory note was recently paid off and will be reflected during ROPS III, so future project administrative costs will not occur
20	Assisted Housing Inventory Audit	The administrative costs related to this project will continue until the affordability covenants expire
21	Silent Second Program	The administrative costs related to this project will continue until the affordability covenants expire
22	LA County Pass Thru Deferral	
23	Successor/City Loan Agreement	Given that there is no available funds after paying debt service July-Dec 2012 the City loaned funds to the SA pursuant to Section 34173(h) & 34177.3(b)
24	Successor/City Loan Agreement	Given that there is no available funds after paying debt service July-Dec 2012 the City loaned funds to the SA pursuant to Section 34173(h) & 34177.3(b)
25	Successor/City Loan Agreement	Given that there is no available funds after paying debt service July-Dec 2012 the City loaned funds to the SA pursuant to Section 34173(h) & 34177.3(b)
27	Administrative Cost Allowance	
		PLEASE NOTE THAT ON THE SUMMARY PAGE THE TITLE ON LINE L SHOULD SAY "ADJUSTED RPTTF" NOT ADJUSTMENT TO RPTTF

SUCCESSOR AGENCY CONTACT INFORMATION

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Successor Agency	
ID:	107
County:	Los Angeles
Successor Agency:	Duarte
Primary Contact	
Honorific (Ms, Mr, Mrs)	
First Name	Kristen
Last Name	Petersen
Title	Assistant City Manager
Address	1600 Huntington Drive
City	Duarte
State	CA
Zip	91010
Phone Number	626-357-7931
Email Address	petersenk@accessduarte.com
Secondary Contact	
Honorific (Ms, Mr, Mrs)	
First Name	Dan
Last Name	Slater
Title	City Attorney
Phone Number	714-641-5100
Email Address	dslater@rutan.com