

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

TUESDAY, AUGUST 27, 2013

5:00 p.m. – Closed Session
6:00 p.m. – Reception
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
LIZ REILLY, MAYOR PRO TEM
JOHN FASANA, CITY COUNCILMEMBER
TZEITEL PARAS-CARACCI, CITY COUNCILMEMBER
PHIL REYES, CITY COUNCILMEMBER

City/Agency/Authority Staff:

Darrell George, City Manager
Kristen Petersen, Assistant City Manager 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
Marla Akana, City Clerk

ADDRESSING THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AND FINANCING AUTHORITIES:

If you wish to address the City Council, Successor Agency, Housing Authority, or Financing Authority 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/Successor Agency/Housing Authority/Financing Authority. If you wish to address the City Council, Successor Agency, Housing Authority, or Financing Authority on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the City/Agency/Housing Authority/Financing Authority, 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/Agency/Authorities to a majority of the City Council/Successor Agency/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Successor Agency/Housing Authority/Financing Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

THE FOLLOWING ITEMS WILL BE HEARD AT 5:00 P.M.

1. CALL TO ORDER OF CITY COUNCIL, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND COMMUNITY FACILITIES FINANCING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. CLOSED SESSION
 - A. Public Input – *Members of the public wishing to speak concerning the closed sessions listed below may do so at this time. Each person may speak once for no more than 3 minutes.*
 - B. Conference with Legal Counsel—Initiation of Litigation, pursuant to Government Code §54956.9-(d)(4); Number of potential cases: 1.
 - C. Conference with Legal Counsel—Existing Litigation (two cases), pursuant to Government Code Section 54956.9(d)(1); *City of Duarte, et al., Petitioners/Plaintiffs, vs. Ana J. Matosantos, in her official capacity as Director of the State of California Department of Finance, et al., Sacramento County Superior Court Case No. 34-2012-80001338; and City of Duarte and Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte vs. Ana J. Matosantos in her official capacity as Director of the State of California Department of Finance, et al., Sacramento County Superior Court Case No. 34-2013-80001487.*

A Reception will be held at 6:00 p.m. in celebration of the City of Duarte's 56th Anniversary

THE FOLLOWING ITEMS WILL BE HEARD NOT EARLIER THAN 7:00 P.M.

4. PLEDGE TO THE FLAG
5. MOMENT OF REFLECTION
6. FITNESS/MENTAL WARM-UP
7. PUBLIC REPORT OF CLOSED SESSION ITEMS
8. SPECIAL ITEMS – Page 1
 - A. Recognition – Hacienda Park Cleanup Participants
 - B. Presentation by Robert Kleinhenz, LAEDC – International Trade
9. 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.
10. 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/Agency or Authorities, 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/Successor Agency/Housing Authority/Financing Authority, 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.
11. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
12. CONSENT CALENDAR – Page 2
All matters listed on the Consent Calendar are to be approved with one motion unless a member of the City Council/Successor Agency/Housing Authority/Financing Authority 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, "SA" for Successor Agency, "HA" for Housing Authority, and "FA" for C.F. Financing Authority.
 - A. Approval of Minutes – July 23, 2013, and July 30, 2013 (CC/HA/SA/FA)
 - B. Approval of Warrants – August 13, 2013, and August 27, 2013 (CC/HA/SA/FA)

- C. Motion to introduce and/or adopt all resolutions and ordinances presented for consideration by title only and waive further reading (CC/HA/SA/FA)
- D. Council Bill 13-R-17B A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING A HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR AUGUST 2013 – JUNE 2014 (CC)
- E. Approval of contract with The Planning Center, in the amount of \$428,611 to complete the City of Hope Master Plan EIR and Specific Plan, with reimbursement funding by the City of Hope (CC)
- F. Approval of letter in support of AB 250 (Holden), California Innovation Initiatives – IHub Program (CC)
- G. Approval of City of Duarte Return to Work Policy (CC)
- H. Approval of recommendation from Parks and Recreation Commission concerning security and lighting concerns at Encanto Park (CC)
- I. Notice of absence by Patricia Starratt-Thorpe from Traffic Safety Commission meeting of August 6, 2013 (Receive and File) (CC)
- J. Notice of absence by Barbie Bylsma-Houghton from Parks and Recreation Commission meeting of September 9, 2013 (CC)
- K. City Council/City Manager Conference Attendance – South Coast AQMD 25th Annual Clean Air Awards, October 4, 2013, Los Angeles; California Contract Cities Association Fall Seminar, October 4-6, 2013, Temecula (CC)

13. ITEMS REMOVED FROM CONSENT CALENDAR

14. BUSINESS ITEMS – Page 90

- A. Recommendation concerning resolutions to be considered at the 2013 League of California Cities Annual Conference, September 18-20, 2013, in Sacramento
- B. Successor Agency discussion/approval of Long-Range Property Management Plan

15. 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/Successor Agency/Housing Authority/Financing Authority, 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/Successor Agency/Housing Authority/Financing Authority, 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.*

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

17. ADJOURNMENT – In memory of Alice Spence, Al Leiga, Marilyn Ambriz, Miguel Panameno, and Ella Sulzer

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: August 22, 2013
SUBJECT: Comments on Agenda Items, Meeting of August 27, 2013

Note: Following the 5:00 p.m. Closed Session, a reception will be held at 6:00 p.m. in celebration of the City's 56th Anniversary.

ITEM 8.A. The City Council will recognize the residents involved with the recent cleanup at Hacienda Park. Significant work was done by this volunteer group of residents, including play areas raked for hazards and trash, sidewalks cleaned of weeds and overgrowth, and all playground equipment wiped down. With limited staff and resources available, help from the community to improve the appearance and safety of our City's 50+ acres of parks is supported and greatly appreciated. The City of Duarte is grateful for these efforts, and hopes that more neighbors will be inspired to adopt their local park for cleanup days.

ITEM 8.B. After attending an LAEDC conference on International Trade and Economic Development, Councilmember Reyes requested a follow-up presentation to the Council on this topic. Staff contacted the LAEDC, and its Chief Economist Robert Kleinhenz will provide the Council with a presentation on the International Trade Outlook. Robert Kleinhenz, Ph.D., is the Chief Economist of the Kyser Center for Economic Research, which conducts research on the regional, state, and national economies. Dr. Kleinhenz has a Bachelor's degree from the University of Michigan, a Master's degree and a Doctorate from the University of Southern California, all in Economics. Prior to joining the LAEDC, he served as Deputy Chief Economist of the California Association of Realtors.

ITEM 12.D (Consent). This is a resolution to consider adopting a holiday schedule for City employees for the balance of fiscal year 2013/14.

ITEM 12.E (Consent). This item recommends approval of a \$428,611 contract with The Planning Center to complete the City of Hope Master Plan EIR and Specific Plan. The City of Hope has recently completed a strategic planning effort, and developed a facility master plan to guide the changes in buildings and infrastructure required to support the institution in the next 20+ years. To facilitate this growth, it is necessary to create a zoning document that will address zoning standards and development criteria. Staff and the City of Hope agree that a specific plan is the more efficient way to address the zoning issues. An Environmental Impact Report (EIR) is needed to evaluate environmental impacts associated with the expansion. City staff will manage the consultant contract. The City of Hope will be responsible for paying all consultant costs and all City Attorney costs to review the document. The City of Hope has also agreed to fund a contract planner to assist in the processing of the plan. Work on the plan would begin in September, and should be completed in mid-Summer 2014.

ITEM 12.F (Consent). This item would approve a letter of support under the Mayor's signature. The City of Monrovia is requesting that the City of Duarte join them in support of AB 250 sponsored by local Assemblymember Chris Holden. AB 250 is designed to promote the development of "iHubs." In an effort to harness and enhance California's innovative spirit, the state of California launched its forward-thinking Innovation Hub (iHub) initiative. The iHub initiative improves the state's national and global competitiveness by stimulating partnerships, economic development, and job creation

around specific research clusters through state-designated iHubs. The iHubs leverage assets such as research parks, technology incubators, universities, and federal laboratories to provide an innovation platform for startup companies, economic development organizations, business groups, and venture capitalists. IHubs are also shown to increase collaboration, create jobs, and spur innovation in communities throughout the State.

ITEM 12.G (Consent). The City of Duarte has prepared a transitional Return to Work Policy as suggested by the JPIA in Duarte's last risk management evaluation. While the JPIA noted that our City's return to work procedures were correct, we did not have a written policy. The policy has been reviewed by our labor attorney and the JPIA.

ITEM 12.H (Consent). This is to approve a recommendation from the Parks and Recreation Commission concerning security and lighting at Encanto Park. The Commission concluded that the concerns need further investigation in regard to the security lighting at the park, but that no action should be taken at this time to address adding lighting to any of the park venues. Additionally, the expense involved is not justified at this time.

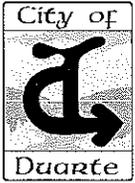
ITEM 14.A. The annual League of California Cities Conference is being held September 18-20 in Sacramento. At the conference, two resolutions will be considered for approval – one pertaining to environmental water quality, and the other pertaining to public safety realignment. This item asks the City Council to determine the City's position on these resolutions in order that the City's voting delegate (Councilmember Reyes) can make that representation.

ITEM 14.B. The Successor Agency contracted with Keyser Marston to prepare its Long Range Property Management Plan (LRPMP), and staff recommends that the Successor Agency approve the plan. The LRPMP will also require approval from the Oversight Board prior to its submittal to the State Department of Finance (DOF) for final approval. The purpose of the LRPMP is to set forth a plan to dispose of all properties owned by the Successor Agency. When the Duarte Redevelopment Agency was dissolved, the Agency owned 23 parcels in a total of 11 areas. The properties fall into three categories: properties held for resale, governmental purpose properties, and other properties that are still held by the Agency in error. In addition to the Successor Agency approval of the LRPMP, it will also allow minor changes to the document to be made at the direction of the City Attorney prior to submittal to the DOF for final approval.

Respectfully submitted,



Darrell J. George
City Manager



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: RECOGNITION OF HACIENDA PARK CLEANUP PARTICIPANTS

DATE: 8/7/13

The City of Duarte would like to recognize the residents involved in the clean up of Hacienda Park that took place on Saturday, August 3, 2013. Hacienda Park neighbors took it upon themselves to meet at the park and accomplished the following:

- Entire play area sand was raked for hazards.
- Entire park perimeter was combed for trash.
- Pink landscape tape was attached to identify potential risk areas and hazards throughout the park.
- The large dirt embankment was raked for glass and trash.
- Trash and large items were removed from behind the bushes.
- The grass was checked for trash and large rocks and debris and was removed.
- The sidewalk on the north and south side of park was cleaned of weeds and overgrowth.
- The playground equipment was wiped down.

Hacienda Park is a 1.60 acre park located on Hacienda Drive in Duarte. The park is regularly serviced by the City's contractor, Valley Crest Landscape Inc. and by the City's Field Services Division. The Parks and Recreation Department's Facilities Maintenance Division maintains trash can bag collection, barbecues and playground equipment. With limited staff and resources available, help from the community to improve the appearance and safety of our City's 50 plus acres of parks is supported and greatly appreciated. The City of Duarte is grateful for these efforts and hopes that more neighbors will be inspired to adopt their local park for clean up days. The participants have been invited to attend the August 27 City Council meeting to be recognized.



Public Safety update Brian Villalobos presented an update of Public Safety activity, including 4th of July report, and current gang/crime statistics.

Redevelopment dissolution Status update Dan Slater provided an update on the status of the dissolution of redevelopment, including legal cases filed against the Department of Finance pertaining to repaid City loans.

ANNOUNCEMENTS

Joanna Gee, Duarte Library, announced upcoming events, programs, and presentations in July, August, and September.

Karen Herrera announced upcoming community events, meetings, and programs, and introduced new City Hall Receptionist Yesenia Serna.

David Hall provided information about name changes on Los Angeles County streets, and monuments on Live Oak.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.
Penny Arroyo – Relay for Life, American Cancer Society.
Henry Baltazar – School Board resignation, vacancy.
Jack Collins – Firefighters.

CONSENT CALENDAR

Fasana moved, Paras-Caracci seconded to approve the Consent Calendar as follows, and carried unanimously.
Approve Items B, C, D, E, F.
Remove Items A, G.

RESOLUTION NO. 13-21
Healthcare contribution

Item E – 13-R-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, RESCINDING RESOLUTION NO. 13-18 AND FIXING THE EMPLOYER’S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT

ITEMS REMOVED

Reyes moved, Paras-Caracci seconded to approve the Minutes, with the clarification that the firefighters named in the Adjournment were from the Granite Mountain Hotshots, and carried with Fasana abstaining due to his absence from that meeting.

Item A – Minutes 7/9/13
Item A – Approved

Item G – Conference Attendance
Item G – Approved

There was discussion about the cost to attend the Eddy Awards, and supporting the LAEDC. Fasana moved, Paras-Caracci seconded to approve Conference Attendance, and carried with Finlay voting against the motion.

PUBLIC HEARINGS

Mayor Finlay announced this was the time and place set for a Public Hearing to consider an urgency ordinance extending the moratorium on smoke shops.

Urgency Ordinance
Council Bill 13-O-03 – Extends
Moratorium – Smoke Shops

Slater read by title Council Bill 13-O-03:
AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 36934, 36937, AND 65858, EXTENDING A MORATORIUM ON ESTABLISHING, LOCATING, OR OPERATING NEW SMOKE SHOPS IN THE CITY AND THE

ISSUANCE OF ANY LICENSE OR PERMIT BY THE CITY WITH RESPECT THERETO, AND ON THE GRANTING OR ISSUING OF CONDITIONAL USE PERMITS UNDER TITLE 19 OF THE DUARTE MUNICIPAL CODE FOR TOBACCO SMOKING ESTABLISHMENTS

Slater asked if notice of the hearing had been given, and if any correspondence was filed in the matter. City Clerk Akana stated notice of the hearing was given, the affidavit is on file, and no correspondence was filed in the matter.

Craig Hensley presented a staff report describing the purpose of the moratorium and its extension, analysis to be conducted, and process, and answered questions from Councilmembers pertaining to Conditional Use Permits.

Mayor Finlay asked if anyone in the audience wished to speak on the matter. There were none.

Reyes moved, Paras-Caracci seconded to close the Public Hearing, and carried unanimously.

ORDINANCE NO. 841
(URGENCY)

Fasana moved, Reyes seconded to adopt Urgency Ordinance No. 841, and carried unanimously.

Council Bill 13-R-20
Conformance with CMP

Mayor Finlay announced this was the time and place set for a Public Hearing to consider a resolution pertaining to the Congestion Management Program.

Slater read by title Council Bill 13-R-20:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

Slater asked if notice of the hearing had been given, and if any correspondence was filed in the matter. City Clerk Akana stated notice of the hearing was given, the affidavit is on file, and no correspondence was filed in the matter.

George presented a summary of the staff report. David Eoff IV, Associate Planner, answered questions from City Council about the deficiency plan summary.

Mayor Finlay asked if anyone in the audience wished to speak on the matter. There were none.

Reyes moved, Reilly seconded to close the Public Hearing, and carried unanimously.

RESOLUTION NO. 13-20

Fasana moved, Reilly seconded to adopt Resolution No. 13-20, and carried unanimously.

BUSINESS ITEM
Voting Delegate/Alternate
League Conference
Sacramento – September 2013

Reilly moved, Paras-Caracci seconded to designate Council-member Reyes as Voting Delegate, and City Manager George as Alternate for the League of California Cities Conference, September 18-20, 2013, in Sacramento, and carried unanimously.

ORAL COMMUNICATIONS
(Continued)

The following spoke on items not on the Agenda.
Jim Bauler – School Board meeting, resignation.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

REYES: Congratulated all who participated in the ACT-SO program, congratulated Elizabeth Bagwell on her retirement from City of Hope after 27 years, invited attendance at the golf tournament to benefit the Boxing Program, asked where we are in the PMP process (Slater responded about the long-range property management plan), announced upcoming concerts in the park, stated Community Union assists seniors with computer training, visited the Marines training facility in San Diego, inquired about the Edison work on Van Tassel Trail (Hensley responded), inquired about PUC ruling regarding Edison (Slater provided an update), stated he would like to see a presentation about senior transportation, asked that the transportation company that came to a previous Council Meeting be contacted, and stated he is disappointed with the lack of transparency at the School District regarding a replacement for Mr. Figueroa.

PARAS-CARACCI: Stated the Small Business Development Center is working with Senator Liu's office and a satellite office will be opening in Duarte, thanked the bands and sponsors for the concerts in the park, stated the City was recognized by the SGVCOG for reaching the Gold Level and thanked the team, inquired how seniors could contact Community Union (Reyes stated they can be directed to the Senior Center), and stated she hopes to see everyone at the concert tomorrow.

FASANA: Stated he was away for a few events, attended the National Congestion Pricing Conference, stated Elizabeth Bagwell was an outstanding and beloved presence in the City, Frank Figueroa was involved in a great period of change at the District, there has been stability through his leadership, and he hopes there is a public process, attended SGVCOG recognition event in San Gabriel and announced some of those recognized, stated the next City Council meeting will be a Community Meeting on July 30th at Beardslee Elementary School, in response to an inquiry, noted the judge dismissed charges against Nick Conway, and regarding senior transportation, stated Council previously discussed a wider range review and scope so as to be ready when the Gold Line Station opens, with the assessment to include a comprehensive review and strategies (George stated staff is working on a comprehensive traffic and circulation study).

REILLY: Attended the SGVCOG awards event and announced additional recipients, thanked staff for achieving the Gold Level status from Edison, stated she met with seniors at the Senior Center who had issues with parking during swimming lessons, and the side gate on the east being open, and stated they were also concerned with the light on Pops Road (Hensley provided an update on the signal installation).

FINLAY: Stated there is a need to look at senior transportation, suggested we have several companies or organizations make presentations, attended an elder summit at Royal Oaks Manor regarding regional programs, invited all to the concert tomorrow night, stated she will miss Elizabeth Bagwell, she is an outstanding person, and stated Frank Figueroa will be missed, he has been an integral part of the community, one of the outstanding leaders, and put together the Music Matters program.

ADJOURNMENT

Fasana moved, Reilly seconded to adjourn the meeting at 9:18 p.m., in memory of Lillian Kawasaki, and carried unanimously.

Mayor Margaret Finlay

ATTEST:

City Clerk

MINUTES

**CITY COUNCIL OF THE CITY OF DUARTE
ADJOURNED REGULAR MEETING – COMMUNITY MEETING
TUESDAY, JULY 30, 2013**

CALL TO ORDER	The City Council of the City of Duarte met in an adjourned regular meeting (Community Meeting) at Beardslee Elementary School, 1212 Kellwill Way, Duarte, California. Mayor Finlay called the meeting to order at 7:05 p.m.
RECORDATION OF ATTENDANCE	PRESENT: Fasana, Paras-Caracci, Reilly, Reyes, Finlay ABSENT: None
PLEDGE TO THE FLAG	Michael Giron, led the Pledge of Allegiance to the Flag.
ADOPTION OF AGENDA	Reyes moved, Paras-Caracci seconded to adopt the Agenda, and carried unanimously.
STAFF PRESENTATIONS	The following presentations were made:
City budget update	Kristen Petersen presented an update on the City’s budget that adopted by City Council on June 11, 2013.
Community outreach update	Karen Herrera provided an overview of the City’s community outreach, and announced a number of upcoming programs and events sponsored by the City.
Public safety update	Brian Villalobos provided a public safety update, including crime statistics, dog license process, upcoming community events, National Night Out, and Neighborhood Watch.
Gold Line construction	Craig Hensley presented an update on the Gold Line construction, including timeline, Duarte Station, street closures, and completion.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda: Steve Hernandez, Jack Ochoa, Michael Giron.
ADJOURNMENT	Paras-Caracci moved, Reyes seconded to adjourn the meeting at 8:00 p.m., and carried unanimously.

Mayor Margaret Finlay

ATTEST:

City Clerk

MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: August 27, 2013
SUBJECT: HOLIDAY SCHEDULE FOR REMAINDER OF FISCAL YEAR 2013-14

Background

Each year the City Council adopts a resolution establishing a holiday schedule for full time and three quarter time City employees. You will recall that due to the timing of the completion of the final Memorandum Of Understanding (MOU), Council approved July 4th as a holiday and directed staff to bring back a recommended schedule for the holidays for the remainder of the fiscal year at a future meeting. Pursuant to the terms of the MOU, employees may provide input to the City Manager on the scheduling of holidays prior to final City Council action. The employees met on August 20th to discuss and vote on possible holidays, and staff also explained that because of the way that Christmas and New Years Day fell in the middle of the week, whatever was approved for those weeks would need to reflect a reasonable service schedule for the public. The actual result of the employees' votes on holidays is shown on Attachment A.

The recommended holiday schedule largely reflects the results of their input, except that instead of closing City Facilities on Christmas Eve or New Year's Eve, these could be considered as Floating Holidays. City facilities will be closed on Wednesday for Christmas Day and Thursday for the furlough day, so if we closed for Christmas Eve, being open for only one day that week could be a confusing and disruptive service interruption to the public. In addition, the following week we will be closed on Wednesday for New Year's Day and Friday, because we are on a 4/10 schedule. Adding Tuesday to the closures would result in City facilities being open on Monday and Thursday, which again, could be a confusing and disruptive service interruption to the public.

Please note that by approving the schedule as recommended, staff is being given 3 floating holidays which can be used at any time with Department Head approval. This means that those who are interested in being off during these holiday periods in excess of the scheduled closures, can request that time off. Or if these days are not used during the fiscal year, they can be cashed in and this was clearly voiced as an interest by employees at the meeting on August 20th.

The total number of holiday hours negotiated in the 2013-14 MOU is 110. Of this amount, 80 hours are scheduled holidays and 30 hours will be floating holidays. Please note that 10 of those hours were used for July 4, 2013 and the remaining 100 hours will be used as shown on the attached schedule.

Recommendation

It is recommended that the City Council adopt Resolution 13-R-17B establishing an employee holiday schedule for the remainder of fiscal year 2013-14.

Attachment A

Holiday	Date	Day	Totals:
Independence Day	4-Jul-13	Thursday	32
Labor Day	2-Sep-13	Monday	32
Columbus Day	14-Oct-13	Monday	4
Veterans Day	11-Nov-13	Monday	12
Thanksgiving Day	28-Nov-13	Thursday	32
Christmas Eve Eve (1)	23-Dec-13	Monday	12
Christmas Eve (1)	24-Dec-13	Tuesday	26
Christmas Day	25-Dec-13	Wednesday	32
New Year's Eve (2)	31-Dec-13	Tuesday	18
New Year's Day	1-Jan-14	Wednesday	32
Day after New Year's	2-Jan-14	Thursday	2
Martin Luther King, Jr. Day	20-Jan-14	Monday	19
Presidents' Day	17-Feb-14	Monday	28
Memorial Day	26-May-14	Monday	31
Floating Holiday			18

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DUARTE, CALIFORNIA, ADOPTING A HOLIDAY SCHEDULE
FOR CITY EMPLOYEES FOR AUGUST 2013 – JUNE 2014**

The City Council of the City of Duarte does hereby resolve as follows:

Section 1. The Holiday Schedule for full time (F/T) and three-quarter-time (3/4) City employees for August 2013 – June 2014 is hereby established.

Holiday	Date	Day	Holidays
Labor Day	September 2, 2013	Monday	10 F/T hours 7½ 3/4 hours
Thanksgiving Day	November 28, 2013	Thursday	10 F/T hours 7½ 3/4 hours
Christmas Day	December 25, 2013	Wednesday	10 F/T hours 7½ 3/4 hours
New Year's Day	January 1, 2014	Wednesday	10 F/T hours 7½ 3/4 hours
Martin Luther King, Jr. Day	January 20, 2014	Monday	10 F/T hours 7½ 3/4 hours
Presidents' Day	February 17, 2014	Monday	10 F/T hours 7½ 3/4 hours
Memorial Day	May 26, 2014	Monday	10 F/T hours 7½ 3/4 hours
Floating Holidays			30 F/T hours 7½ 3/4 hours
TOTALS:			100 F/T hours 75 3/4 hours

Section 2. The above Holiday Schedule shall become effective on September 1, 2013.

PASSED, APPROVED, AND ADOPTED this 27th day of August, 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. 13-17B was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of August, 2013, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, AICP, Community Development Director
DATE: August 27, 2013
SUBJECT: Approval of a Contract, in the amount of \$428,611, with The Planning Center to Complete the City of Hope Master Plan EIR and Specific Plan

The City of Hope has recently completed a strategic planning effort and developed a facility master plan to guide the changes in buildings and infrastructure required to support the institution in the next 20+ years. To facilitate this growth, it is necessary to create a zoning document that will address zoning standards and development criteria. Staff and the City of Hope agree that a specific plan is the more efficient way to address the zoning issues. An Environmental Impact Report (EIR) is needed to evaluate environmental impacts associated with the expansion.

The campus occupies 114 acres, 80% in the City of Duarte and 20% in the City of Irwindale. The City of Duarte will act as lead agency in processing the specific plan and EIR and will work closely with the City of Irwindale staff to ensure coordination.

The buildings on the campus collectively provide approximately 1.6 million square feet of space. Improvements contemplated in the plan will remove approximately 600,000 square feet of facilities that are at end of their useful life and add approximately 1.7 million square feet of new facilities for a total of approximately 2.7 million square feet of facilities at the end of the master plan's 30-year execution window.

The cities of Duarte and Irwindale, along with the City of Hope interviewed three potential planning and environmental consultants to determine the best fit for this project. The consultants involved were: The Planning Center, RBF and First Carbon Solutions. All agreed that the Planning Center was the most qualified choice for this job based on proposal price and experience.

Staff is recommending that the City Council authorize the City Manager to initiate a professional services agreement with The Planning Center in the amount of \$428,611. (Note: the attached contract states \$420,031, however, the City of Irwindale requested the study of additional intersections late last week increasing the contract cost by \$8,580. City Staff will manage the consultant contract. The City of Hope will be responsible for paying: all consultant costs and all City Attorney costs to review the document. The City of Hope has also agreed to fund a contract planner to assist in the

processing of the plan, if it is deemed necessary to move the project forward in a timely manner. Prior to beginning work on the EIR/Specific Plan, the City will enter into an reimbursement agreement with the City of Hope that will require the City of Hope to cover all costs including: \$428,611 for the EIR/Specific plan; up to \$40,000 for City Attorney time; up to \$60,000 for a contract planner; and pay \$15,000 in application fees.

The contract includes a requirement to hold a neighborhood meeting with the Cinco Robles neighborhood property owners as well as all required public meetings.

This project would also include rezoning the properties along the east side of Cinco Robles to specific plan from single family residential. The intent for this is to ensure the property owners the opportunity to continue to use the properties as single family use as long as the houses exist and to regulate the City of Hope's use of the vacant properties in this area that it owns.

Work on the plan would begin in September and should be completed in mid-Summer 2014.

**CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **THE PLANNING CENTER, INC.**, a California corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until September 1, 2014 or until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide planning consulting services to complete the City of Hope Master Plan EIR and Specific Plan, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include additional tasks described in Consultant's letter attached hereto as Exhibit "A." In the event of any inconsistency between the terms of Consultant's letter and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.
- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by

this Agreement.

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

3. MANAGEMENT

The City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, and the City Manager shall have the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Marissa Aho who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

4. COMPENSATION

- A. City agrees to pay Consultant an amount not to exceed \$420,031, based on the scope of services set forth in Consultant's letter attached hereto as Exhibit A.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this

Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A." In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. RECORDS AND OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City once payment has been received by the Consultant and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such

documents for other projects by the City shall be without liability to Consultant.

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

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability to the extent caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. 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 employees, agents, or representatives acting in an official capacity.

8. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence.
- B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.
- E. All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:
 - (1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.

- (2) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
 - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
 - (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.
- F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
 - G. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
 - H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
 - I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

9. INDEPENDENT CONSULTANT

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

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

10. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

12. COVENANT AGAINST DISCRIMINATION

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

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

14. NOTICES

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

If to City: Craig Hensley
Community Development Director
1600 Huntington Drive
Duarte, California 91010

If to Consultant: Marissa Aho
The Planning Center
949 South Hope Street
Suite 100
Los Angeles, CA 90015

15. 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 Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover 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.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

17. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

18. INTERPRETATION; ENTIRE AGREEMENT

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

19. EXECUTION OF CONTRACT

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

20. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

CONSULTANT

The Planning Center, INC.

By _____
Darrell George, City Manager

Signed

Printed Name

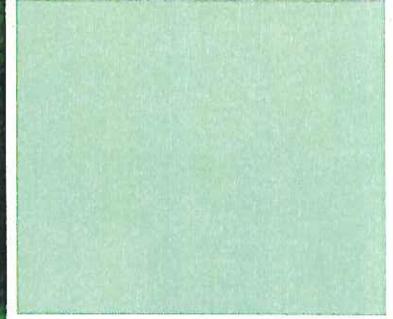
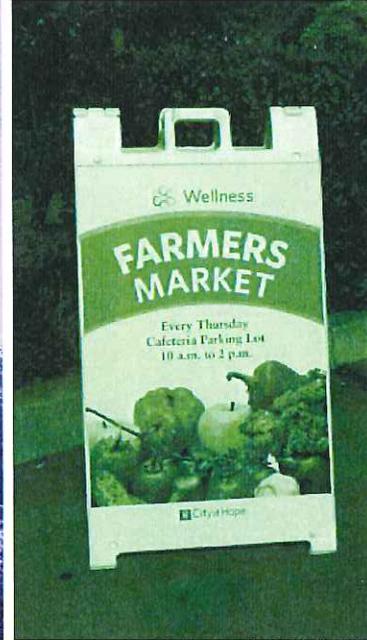
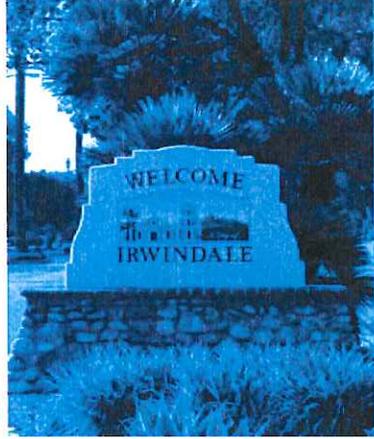
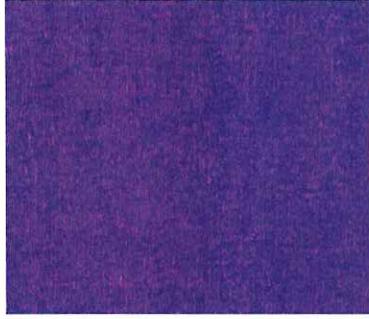
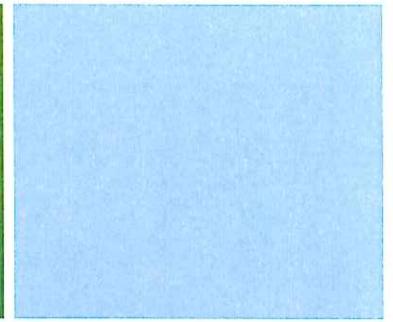
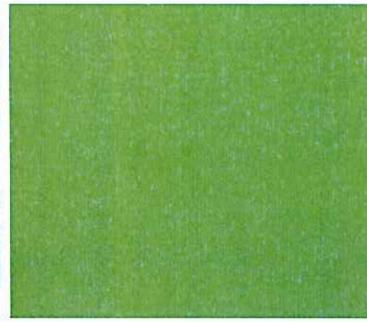
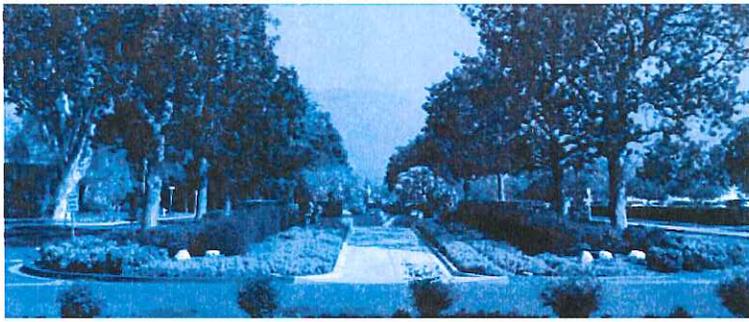
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Date: _____

EXHIBIT "A"

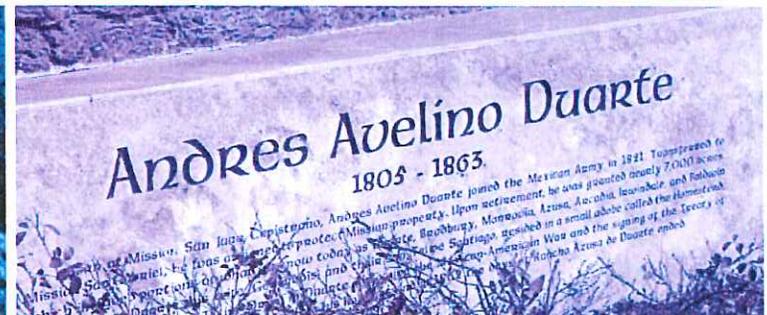
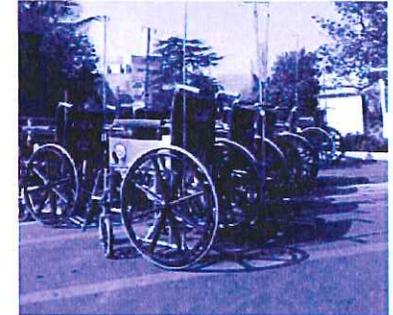
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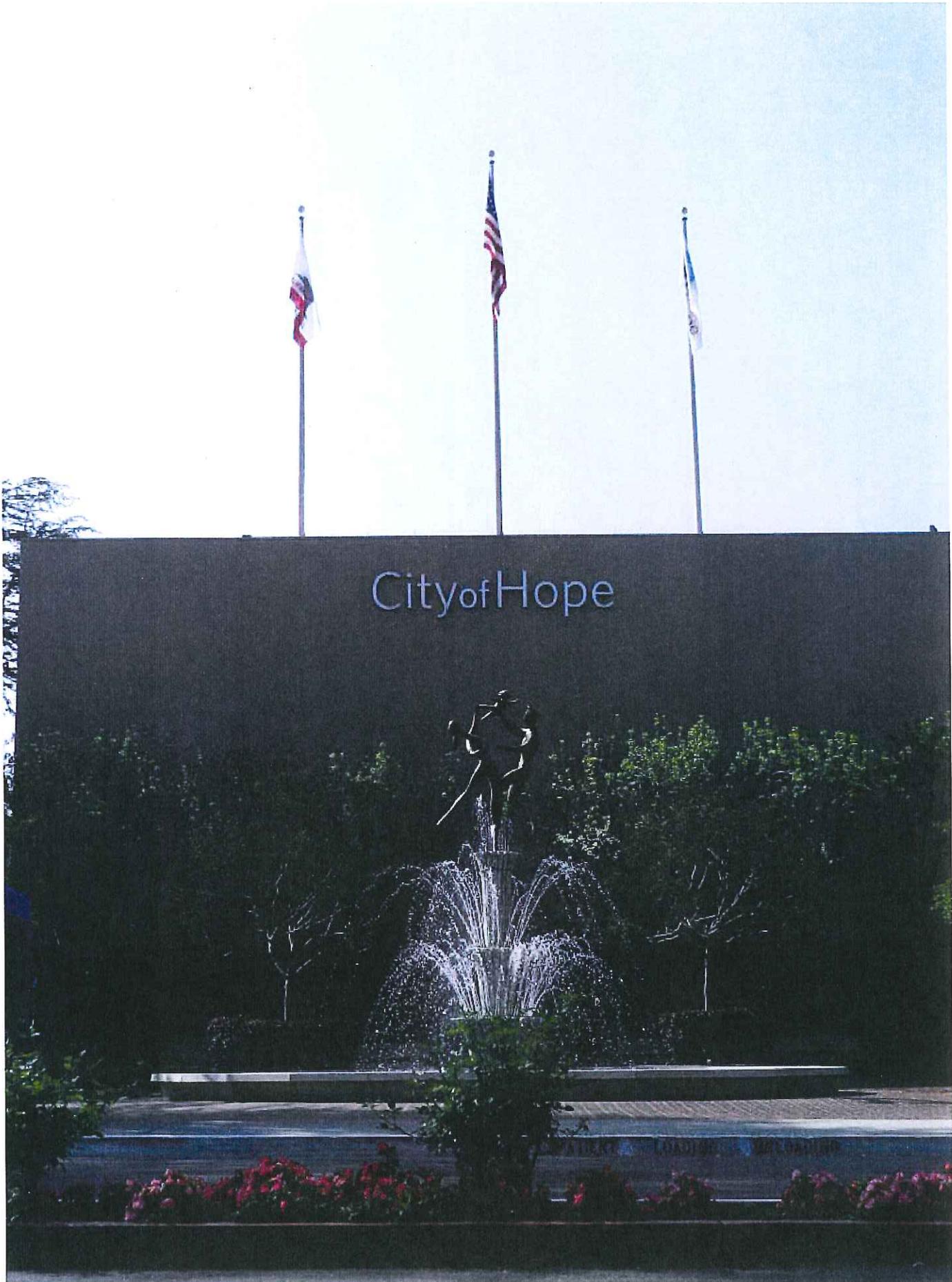


PROPOSAL | REVISED JUNE 17, 2013

City of Hope Cancer Research Center SPECIFIC PLAN AND EIR

submitted by The Planning Center|DC&E Team







PROPOSAL TO THE CITY OF DUARTE

City of Hope Cancer Research Center

SPECIFIC PLAN AND EIR

REVISED JUNE 17, 2013

SUBMITTED TO:

MR. CRAIG HENSLEY, AICP
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF DUARTE
1600 HUNTINGTON DRIVE
DUARTE CA 91010-2592
626.357.7931 | chensley@accessduarte.com

SUBMITTED BY:

THE PLANNING CENTER|DC&E
DOWNTOWN LOS ANGELES OFFICE
ATTENTION: WOODIE TESCHER, PRINCIPAL
949 SOUTH HOPE STREET SUITE 100
LOS ANGELES CA 90015
213.623.1443 x102 | wtescher@planningcenter.com

WITH:

FEHR & PEERS
ECONOMIC PLANNING SYSTEMS

www.planningcenter.com





June 17, 2013

Mr. Craig Hensley, AICP
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91010-2592

Subject: Revised Proposal for Preparation of a Specific Plan and EIR for the City of Hope Cancer Research Center

Dear Mr. Hensley:

On behalf of The Planning Center|DC&E team, I am pleased to submit the attached proposed scope of work, budget, and revised schedule to prepare the specific plan and EIR with the cities of Duarte and Irwindale for the City of Hope Cancer Research Center. The work tasks are structured to reflect the existing City of Hope Master Plan and the assumption that the project description established by the master plan will not change significantly through the specific plan and EIR process.

We have assembled a strong team that is uniquely qualified to conduct this specific plan. The Planning Center|DC&E, Fehr & Peers, and Economics & Planning Systems are excited about the possibilities of working with the multi-jurisdictional team from the cities of Duarte and Irwindale and the City of Hope Cancer Research Center to develop a specific plan and EIR that will meet the needs of each entity while leveraging the investments made by the City of Hope for the enrichment of the greater community.

As a principal and shareholder of the firm Karen Gulley is authorized to bind the team to the contents of this proposal and to negotiate contracts on behalf of the firm. Please do not hesitate to contact Karen Gulley at 714.966.9220 x347 or kgulley@planningcenter.com or Woodie Tescher at 213.623.1443 x103 if you have any questions or wish to discuss the proposed scope, budget, or schedule.

Respectfully submitted,

THE PLANNING CENTER|DC&E

Woodie Tescher
Principal

Karen Gulley
Principal

Contents

PROJECT UNDERSTANDING	1
SCOPE OF WORK	3
TASK 1. PROJECT KICK-OFF AND ADMINISTRATION	4
TASK 2. OUTREACH AND FACILITATION	9
TASK 3. PREPARE SPECIFIC PLAN	10
TASK 4. ENVIRONMENTAL IMPACT REPORT	12
TASK 5. PLANNING COMMISSION/CITY COUNCIL PUBLIC HEARINGS	25
TASK 6. PROJECT MANAGEMENT	26
OPTIONAL TASKS	26
PROPOSED SCHEDULE	27
BUDGET	33

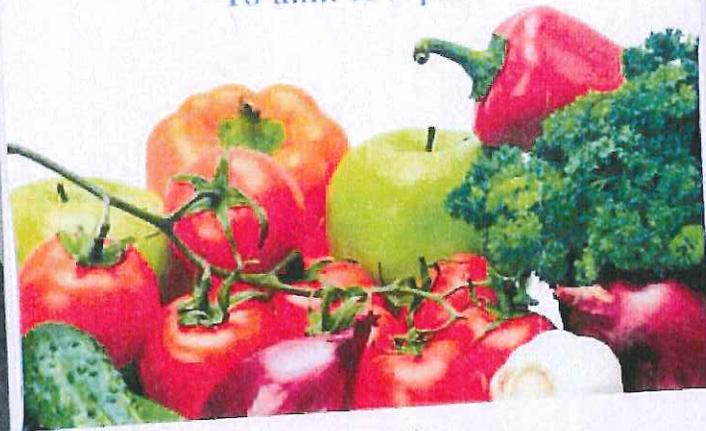
Project Understanding



 Wellness

FARMERS MARKET

Every Thursday
Cafeteria Parking Lot
10 a.m. to 2 p.m.



 City of Hope

Project Understanding

The City of Hope Cancer Research Center is a 114-acre medical campus that was established in 1913 at its current location in the cities of Duarte and Irwindale. The City of Hope is improved with approximately 1.6 million square feet of existing development:

- + Helford Clinical Research Hospital
- + Michael Amini Transfusion Medicine Center
- + Geri and Richard Brawerman Center for Ambulatory Care
- + Rita Cooper Finkel and J. William Finkel Women's Health Center
- + Arnold and Mabel Beckman Center for Cancer Immunotherapeutics & Tumor Immunology
- + Irell & Manella Graduate School of Biological Sciences
- + Graff Medical Library
- + Center for Biomedicine & Genetics
- + Leslie & Susan Gonda (Goldschmied) Diabetes & Genetic Research Center
- + Sheri & Les Biller Patient and Family Resource Center
- + Hope and Parson Village—40 studio-style onsite housing units for patient and caregivers

City of Hope is currently one of 41 comprehensive cancer centers in the United States designated by the National Cancer Institute, and it is a founding member of the National Comprehensive Cancer Network, a nationwide cancer referral, treatment, and research system. City of Hope is regarded as a global pioneer for research, enrolling more than 5,000 patients in 300 studies, with specialties in bone marrow and stem cell transplants. It is ranked No. 1 in California for its hematology and prostate cancer programs, based on the number of patients treated, and No. 2 for its breast cancer program. The City of Hope is one of 14 U.S. institutions designated an islet cell transplant center by the Juvenile Diabetes Research Foundation.

City of Hope facilities and institutions employ approximately 4,000 staff and faculty members, 50 graduate-level students, dozens of clinical residents and fellowship candidates, and local high school students through the Eugene and Ruth Roberts Summer Student Academy. The American Hospital Association reported that City of Hope Hospital conducted over 173,000 outpatient visits, 6,200 patient admissions, and 3,500 inpatient surgeries in 2012 alone. Patients, family members, and guests rely on the campus to provide them with the services, space, and amenities they need to fight cancer and promote hope.

The City of Hope has spent significant time and resources to develop a strategic plan and a master plan to guide the City of Hope campus into the future. The strategic plan vision is to expand clinical operations, enhance research

"As part of the Artesia Corridor Specific Plan, a plan envisioning a 31-acre oasis of mixed-use activity on what is now underutilized commercial and industrial properties, The Planning Center not only prepared the Specific Plan, but also provided invaluable design review that went above and beyond mere consistency evaluation. The Planning Center offered creative solutions that bridged the gap between City standards and the developer's plans. The result was a plan that reflected both the needs of the developers and the vision of the City."

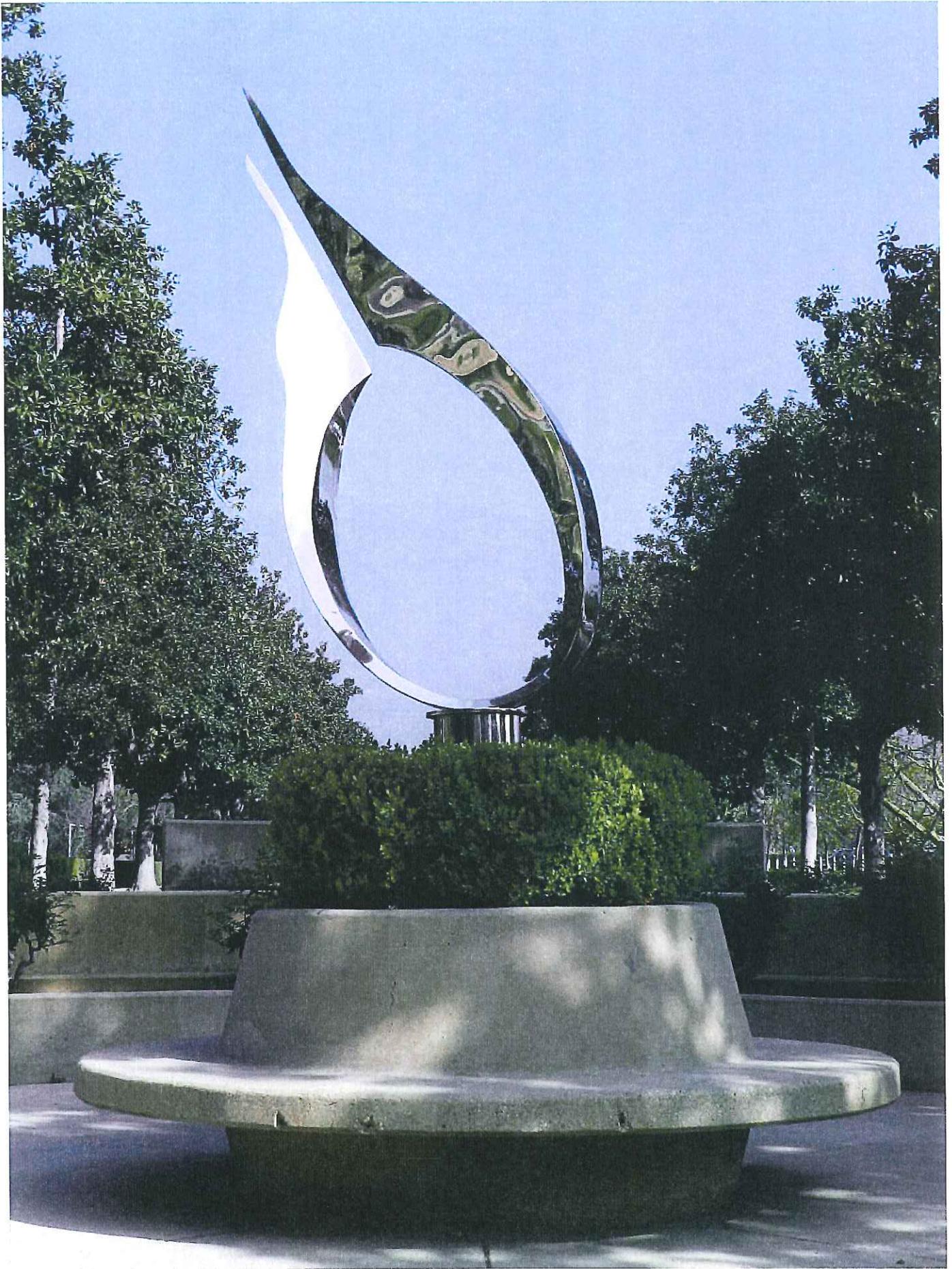
—Kathy Ikari
City of Gardena

capabilities, increase opportunities for philanthropy and national reputation of the center, and strengthen patient and community education initiatives; the strategic planning efforts have also produced a master plan that establishes a development envelope of approximately 2.7 million square feet over the next 30 years. This vision and master plan will serve as the foundation of the City of Hope Specific Plan and will be important in establishing the vision for the specific plan.

The specific plan and corresponding environmental impact report (EIR) will need to bring the master plan to fruition by creating an envelope for future development on the campus and providing a level of certainty to the City of Hope, its neighbors, the community at large, and the cities of Duarte and Irwindale for how and when the campus will change and grow over the next 30 years. The specific plan and EIR will also need to provide strategic opportunities for flexibility in building placement and design, internal circulation and parking, anticipated uses and occupancies, and improvements to infrastructure, both on and off the campus within each phase of development and throughout the life of the project to the extent possible. A project of this size and significance will benefit from an implementation-driven approach based largely on thresholds, triggers, performance measures, and establishing a streamlined review and approval process.

Scope of Work





Scope of Work

This chapter describes the scope of services, schedule products, and meetings to be completed by The Planning Center|DC&E team for the City of Hope Specific Plan and EIR. A summary of the work program is presented in Table 1.

TABLE 1. TASK SUMMARY

TASK 1: PROJECT KICK OFF AND ADMINISTRATION	
1.1. PROJECT KICK-OFF MEETING	1.4. TRANSPORTATION EVALUATION
1.2. BACKGROUND MATERIALS REVIEW	1.5. FISCAL AND ECONOMIC ANALYSIS
1.3. MEETINGS TO DISCUSS PLAN GOALS	
TASK 2: OUTREACH AND FACILITATION	
2.1. MEETING(S) WITH PROPERTY OWNERS ALONG CINCO ROBLES	2.3. ELECTED OFFICIAL WORKING SESSION(S)
2.2. STEERING COMMITTEE MEETINGS	
TASK 3: PREPARE SPECIFIC PLAN	
3.1. PREPARE ADMINISTRATIVE DRAFT	3.3. PREPARE FINAL PUBLIC DRAFT SPECIFIC PLAN
3.2. PREPARE SECOND ADMINISTRATIVE PUBLIC DRAFT SPECIFIC PLAN	3.4. PREPARE FINAL SPECIFIC PLAN
TASK 4: ENVIRONMENTAL IMPACT REPORT	
4.1. INITIAL STUDY/NOTICE OF PREPARATION	4.6. MITIGATION MONITORING AND REPORTING PROGRAM
4.2. PUBLIC SCOPING MEETING	4.7. FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND NOD
4.3. ADMINISTRATIVE DRAFT EIR I AND II	4.8. MEETINGS/PUBLIC HEARINGS
4.4. PREPRINT AND DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)	4.9. PROJECT MANAGEMENT
4.5. FINAL EIR: RESPONSE TO COMMENTS/ERRATA	4.10 TECHNICAL STUDIES
TASK 5: SPECIFIC PLAN REVIEW AND ADOPTION	
5.1. PLANNING COMMISSION/CITY COUNCIL PUBLIC HEARINGS	
TASK 6: PROJECT MANAGEMENT	

TASK 1. PROJECT KICK-OFF AND ADMINISTRATION

1.1 PROJECT KICK-OFF MEETING

The Planning Center|DC&E team will attend a meeting with the City of Duarte, the City of Irwindale, and the City of Hope to:

- + Review the objectives for the project.
- + Discuss the vision and current master plan. Discuss the need for flexibility and the development-envelope assumptions to be used in the fiscal and traffic analyses.
- + Review and revise the project scope and schedule in collaboration with the City of Duarte, the City of Irwindale, and the City of Hope.
- + Discuss a process and schedule for coordination with City of Duarte, the City of Irwindale, and the City of Hope, including the simultaneous review process for draft documents.
- + Discuss a process and schedule for coordination with all pertinent departments in the City of Duarte, City of Irwindale, and City of Hope and any state, county, or local agencies.
- + Discuss a process and schedule for coordination with project managers, including participating in biweekly staff meetings as needed.
- + Discuss the details of the outreach meeting(s) with residents along Cinco Robles.
- + Assemble the steering committee from City of Duarte, City of Irwindale, and City of Hope representatives.

Deliverable(s):

- Revised scope, schedule; meeting minutes

1.2 BACKGROUND MATERIALS REVIEW

The Planning Center|DC&E team will review existing City of Hope documents as well as any pertinent City of Duarte and City of Irwindale documents and conduct a site analysis of the City of Hope. The Planning Center|DC&E will utilize existing planning documents as a reference for the specific plan, establish consistencies between documents, and identify any instances where existing planning documents may be inconsistent with the proposed project/specific plan. These will include:

- + City of Hope Master Plan
- + Duarte General Plan
- + Irwindale General Plan
- + Duarte Zoning Codes
- + Irwindale Zoning Codes
- + Duarte Station Specific Plan

1.3 MEETINGS TO DISCUSS PLAN GOALS

The Planning Center|DC&E team will conduct meetings with representatives from the City of Hope, the City of Duarte, and the City of Irwindale to discuss the individual plan goals. It is assumed that we will meet with each entity separately, but on the same day. The Planning Center|DC&E team will facilitate discussion of plan goals, including:

- + The potential issues and opportunities of the master plan.
- + Organization, purpose, and functionality of the specific plan.
- + The desire for a uniform set of development and design standards.
- + Discussion of master plan phases and desired goals for each phase and the project as a whole.
- + Land use compatibility issues, potential zoning changes, traffic impacts, other mobility needs, etc.
- + A framework for a phased implementation between two jurisdictions over the course of the buildout of the project.
- + Identification of potential challenges to implementation of the project that need to be addressed through the specific plan.

Deliverable(s):

- Meeting agendas and minutes.

1.4 TRANSPORTATION EVALUATION

To support the documentation of existing transportation conditions and the development of the City of Hope Specific Plan, Fehr & Peers will collect and evaluate the following data:

Traffic Counts

- + 24-hour machine traffic counts at all City of Hope driveways, including:
 - Hope Drive south of Duarte Road
 - Parking Lot A driveway south of Duarte Road
 - Village Road south of Duarte Road
 - Village Road east of Buena Vista St
 - Shipping & Receiving driveway east of Buena Vista St

The count day will be selected in consultation with the City of Hope to determine a day that represents typical conditions on the campus. The counts will provide hourly in and out traffic counts for the entire campus over the course of the day, as well as hourly parking accumulation campus wide. Traffic data will be used to assess the existing trip generation for the campus.

Parking Counts

- + Parking demand counts will be conducted at 11:00 PM preceding the beginning of the 24-hour count period to quantify the number of vehicles parked at night

as a baseline. All campus parking facilities will be counted, including Lots A through G, as well as the parking lots by the FLASH building.

- + Additionally, three hourly parking occupancy counts will be conducted at each campus parking facility to document parking demand by location. Fehr & Peers will coordinate with the City of Hope to determine the peak parking hours for the counts. The parking occupancy counts will also be used to verify the campuswide, hour-by-hour parking accumulation analysis based on the traffic counts.
- + The parking data will be used to assess current parking demand relative to existing parking supply, to determine available parking supply to serve the master plan expansion, and to evaluate if there are any localized parking shortages (lots that tend to be full, while others are less used). The data will form the basis to project future parking demand.

Employee Commute Services

- + Fehr & Peers will review the City of Hope Air Quality Management District Rule 2202 employee commute report (if available) to document the number of employees who carpool or commute via alternative modes (transit, walking, biking).
- + Fehr & Peers will review existing transportation demand management strategies on campus (preferential parking for carpools, transit subsidies for employees, etc.) to identify opportunities to encourage the use of alternative modes (as a mitigation measure to offset the growth in trips associated with the master plan).

Pedestrian, Bicycle, and Transit Access

- + Fehr & Peers will qualitatively review and document existing pedestrian, bicycle, and transit facilities and access points adjacent to the City of Hope campus. Opportunities to enhance those facilities and access points will be identified as potential transportation improvements associated with the master plan. The routes and stop locations of the Campus shuttle will also be reviewed.

Trip Generation

- + The trip generation analysis described in Task 4.3 of the EIR task will run concurrently with the development of the specific plan. Trip generation estimates will be used to assess the potential need to enhance the capacity of vehicle access points.

Parking Generation

- + Using the parking demand ratios from the empirical parking counts and the estimates of future trip generation, Fehr & Peers will estimate future parking demand. The existing parking supply and the proposed master plan parking supply will be evaluated to determine if the master plan will provide sufficient parking to meet the demand.

Pedestrian Safety Evaluation (Added per conversation with Craig Hensley)

- + Employing our extensive pedestrian safety expertise, Fehr & Peers could prepare a detailed pedestrian safety and circulation evaluation of the City of Hope campus to identify near term opportunities to enhance the pedestrian

environment on campus, as well as medium and long term opportunities to support the development of the Master Plan with an optimal internal pedestrian network.

+ The evaluation will consist of a detailed walking audit documenting the campus' walking conditions. Ideally, the walking evaluation, in part, would be conducted with City of Hope staff, to discuss specific pedestrian safety and circulation issues in the field. Fehr & Peers will document pedestrian conditions via geocoded photographs, and will prepare a memorandum summarizing the observed opportunities and constraints related to pedestrian safety and circulation. Project concepts to improve pedestrian safety and circulation will be developed, and conceptual plans will be detailed via illustrations over aerial photographs. The location of planned new facilities associated with the Master Plan will be reviewed to determine how pedestrian safety and circulation will be affected. Particular focus will be paid to pedestrian connections between the Metro Gold Line Station, and future facilities on campus.

Deliverable(s):

- Technical memorandum

1.5 FISCAL AND ECONOMIC ANALYSIS

With 1.1 million square feet in potential net new construction onsite for City of Hope, the fiscal and economic impacts—both positive and negative—could be significant. Likewise, there could be meaningful fiscal and economic consequences if City of Hope expands campus boundaries to the west or north. Several analyses can be performed to quantify such impacts and equip all key stakeholders with decision-making and implementation tools.

a. Financing Strategy Analysis

Financing strategy analysis can provide the cities of Duarte¹ with tools and negotiation support to finance the public costs associated with the proposed City of Hope plan. This may include, but not be limited to:

- + Pilot revenues (payment in lieu of taxes) to cover, among other things, lost property taxes for property taken off the rolls.
- + Value capture techniques to convert net new fiscal benefits (if any) into financing tools.
- + Overlay districts, such as CFDs or IFDs for financing public improvements or facilities.
- + Cost allocation strategies for required offsite improvements or facilities.
- + Other financial and fiscal measures or mitigation strategies to cover any potential fiscal deficits calculated in the fiscal impact analysis.
- + Identification of potential local, state, and federal funding sources.

EPS will identify and evaluate an initial set of financing tools and resources that might be used to address any one-time and/or ongoing costs identified

¹ Financing strategy scope does not include Irwindale because it is assumed that all significant burdens for public investment will fall on the City of Duarte.

as part of this analysis. Based on feedback from the client and other stakeholders, including the City of Hope, the list will be further refined and the most preferred or effective tools and mechanisms will be further evaluated. EPS will articulate a preliminary financing strategy and implementation steps for the City of Duarte.

b. Fiscal Impact Analysis

Fiscal impact analysis will provide Duarte² with an understanding of how the proposed City of Hope plan will affect costs and revenues in the general fund and other applicable special funds or agencies. The analysis could consist of the following elements:

- + Quantify fiscal revenue impacts (positive and negative) of the proposed plan. Such revenue impacts would include but not be limited to 1) net new sales or use taxes (onsite and offsite) from spending by employees and visitors, as well as purchases by the City of Hope such as major capital, furniture, fixtures, equipment, and office supplies, 2) offsite property taxes (both positive and negative), 3) franchise fees and licenses, and 4) state subventions or in-lieu payments.
- + Quantify the increased public service costs impacts resulting from the proposed plan. Such costs will include but not be limited to 1) increased public safety costs (e.g., police and fire) from higher intensity of uses (e.g., more employees, visitors, and patients) and facilities, 2) increased road maintenance, and 3) increased maintenance cost of other public facilities (e.g., parks, plazas).
- + Quantify net fiscal impact, by phase if necessary, resulting from proposed plan.
- + Quantify one-time public costs from any new public facilities such as transportation infrastructure (e.g., road, pedestrian, or transit improvements).
- + Quantify any one-time revenues and payments, such as impact fees, permits, connection charges, and plan check, as applicable.

c. Economic Impact Analysis

Economic impact analysis will provide insight into how the proposed plan may create economic benefits for the City of Duarte.³ Specifically, EPS will evaluate the following economic variables:

- + The ongoing direct, indirect, and induced impacts from expanded onsite employment and output (i.e., economic multiplier effects).⁴ EPS will utilize an input/output (I/O) model to quantify these ongoing annual impacts on the City of Duarte.
- + The one-time direct, indirect, and induced impacts from the construction phase of the project; EPS will also quantify the one-time impacts based on an I/O analysis.

2 Fiscal impact analysis scope excludes Irwindale because it is assumed that the vast majority of impacts will occur in Duarte.

3 Economic impact analysis scope excludes Irwindale because it is assumed that the vast majority of impacts will occur in Duarte.

4 Direct economic impacts refer to the increase in jobs and output generated by the project/entity itself (e.g., City of Hope employees). Indirect impacts measure the increase in jobs and output resulting from the purchase of goods and services by the entity creating the direct impacts. Induced impacts refer to spending by new employees. In all cases, these impacts will focus on the City of Duarte.

- + Competitiveness effects: EPS will both quantitatively and qualitatively assess how the City of Hope expansion might improve the standing of the City of Duarte for other economic development and land use investments. This may occur, for example, if the complex creates more demand for workforce housing and/or supporting retail. In addition, related professional office and support services may seek proximity to the new expanded campus, creating opportunities for new investment.

Deliverable(s):

- Three technical memorandums:
 - 1) financing strategies, 2) fiscal impacts, and 3) economic impacts

TASK 2. OUTREACH AND FACILITATION

2.1 MEETING(S) WITH PROPERTY OWNERS ALONG CINCO ROBLES

The Planning Center|DC&E will work with the City of Duarte staff to plan and facilitate up to two meetings with property owners who reside on or near Cinco Robles to discuss the specific plan and EIR process and solicit input.

Deliverables: Predetermined list of questions for property owners; PowerPoints, boards, or handouts to illustrate various topic areas and solicit comments; meeting minutes.

2.2 STEERING COMMITTEE MEETINGS

The Planning Center|DC&E will conduct a series of 5 steering committee meetings throughout the specific plan drafting process in order to solicit input and receive initial feedback from representatives of the City of Hope, the City of Duarte, and the City of Irwindale. The meetings will focus on:

- + Review of the initial traffic and fiscal analyses.
- + Confirmation of specific plan and EIR approach
- + Review of draft development standards and design guidelines.
- + Review of technical studies and potential mitigation.
- + Review of the “administration and implementation plan” section of specific plan.

Deliverable(s):

- Meeting agendas and minutes; PowerPoints, boards, or
- handouts to illustrate various topic areas and solicit comments.

9

2.3 ELECTED OFFICIAL WORKING SESSION(S)

The Planning Center|DC&E will facilitate up to two working sessions with elected officials to discuss the specific plan and EIR process and solicit input.

Deliverable(s):

- PowerPoints, boards, or handouts to illustrate various topic
- areas and solicit comments; meeting agendas and minutes.

TASK 3. PREPARE SPECIFIC PLAN

The content and form of the specific plan will be driven largely by the City of Hope’s Master Plan as well as by input from the City of Hope, City of Duarte and City of Irwindale in Task 1., property owners in the immediate vicinity and elected officials from the Cities of Duarte and Irwindale in Task 2., and the transportation evaluation and fiscal and economic analyses in Task 3. This scope allows the plan’s content and approach to be flexible while maintaining compliance with California law governing specific plans and the policies of the City of Duarte and the City of Irwindale. Modifications or amendments deemed necessary will also be identified and incorporated into the plan and EIR.

3.1 PREPARE ADMINISTRATIVE DRAFT

Introduction

Project history, planning process, purpose, relationship of the EIR to future projects, and a summary of opportunities and constraints, major issues, and how the project responds to these issues.

Existing Site Conditions

A description of the City of Hope campus and the surrounding neighborhood as they exist today.

Vision and Goals

The vision and goals will reflect the collaborative effort and consensus between the City of Hope, the City of Duarte, and the City of Irwindale, other stakeholders, and surrounding property owners. This section will describe the overall identity and major attributes of the campus and proposed project (as described by the City of Hope’s Master Plan) and how it will complement and enhance the character and economic vitality of the Duarte and Irwindale communities.

Development Plan and Standards

This section will translate the existing City of Hope’s master plan into the development plan or new zoning designations that will enable implementation and provide the flexibility needed for future decision making. This section will include development standards that address building form and placement, open space, landscape, and other requirements. Permitted uses will be defined. Building envelope standards may include minimum or maximum building setbacks, maximum building heights, massing, and building orientation and frontage. Open space standards may address open space retention and maintenance, new active and passive open spaces, and activities. Landscaping

standards may include the landscaping of surface parking lots, streets, walkways, and landscape screening requirements. Standards for fences and walls may address the campus perimeter, screening at interior site locations, and screening during phases of development. Service and mechanical equipment standards may include screening of mechanical equipment and trash collection and recycling. Lighting standards may include the location, height, direction, and illumination standards for parking lots, walkways, entryways, and security lighting. Signage standards may include entry signage location, size, type, design, and illumination.

Design Guidelines

Design guidelines will address site planning, streetscape and landscape design, entry treatments, major signage, screening techniques, lighting, and other general guidelines. The guidelines will provide a flexible framework to ensure a cohesive aesthetic appropriate to each part of the project area and promote the character and identity of the campus. This section will be highly illustrated, with sketches and photos to demonstrate the desired intent.

Circulation, Parking, and Infrastructure

This section addresses the circulation and infrastructure for the specific plan. This includes an overall circulation plan and standards for roadways (perimeter and internal roads), including bicycle and pedestrian paths. The circulation plan will address connections to public transportation, service and maintenance roads, and other modes of mobility. Plans for utilities and public services will also be incorporated to ensure the campus has adequate infrastructure to support the proposed development and maintain a high level of service.

Plan Implementation and Administration

This section will include a phasing and maintenance plan for development and infrastructure construction, potential financing mechanisms, and provisions for development review. Findings from the transportation evaluation (Task 1.4) and the economic evaluation (Task 1.5) may be included in this section. The administration section will include provisions for plan amendments, interpretation, development tracking and monitoring, and other aspects of plan administration.

Deliverable(s):

- 3 digital files of the administrative public draft specific plan

11

3.2 PREPARE SECOND ADMINISTRATIVE PUBLIC DRAFT SPECIFIC PLAN

Based on comments from the City of Hope, the City of Duarte, and the City of Irwindale, The Planning Center|DC&E will prepare a second administrative public draft of the specific plan for public review.

Deliverable(s):

- 3 digital files/and 3 bound hard copies of the second administrative public draft specific plan

3.3 PREPARE FINAL PUBLIC DRAFT SPECIFIC PLAN

The development of the final public draft specific plan will incorporate feedback from any community outreach received in the working sessions with elected representatives from the cities of Duarte and Irwindale.

Deliverable(s):

- 3 digital files of the final public draft specific plan

3.4 PREPARE FINAL SPECIFIC PLAN

After the public hearings, The Planning Center|DC&E will fine-tune any sections of the specific plan that were modified by the hearing and approval process, as directed by City staff, and prepare a final specific plan.

Deliverable(s):

- 3 digital copies of the final specific plan
- 9 bound hard copies with digital technical appendices
- 1 reproducible master
- 1 WRD/PDF electronic file

TASK 4. ENVIRONMENTAL IMPACT REPORT

The City of Hope Cancer Research Center EIR will meet all the requirements in the California Environmental Quality Act (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 150000 et seq.). The majority of the project, 80 percent, is in the City of Duarte, and 20 percent is in the City of Irwindale. The specific plan will be adopted by both cities. For purposes of CEQA, the City of Duarte will be the lead agency. The EIR kick-off meeting and project initiation were covered under Task 1.1, above.

This scope of work proposes to prepare a hybrid program-level/project-level EIR. This approach will provide the greatest level of project detail and analysis necessary to expedite future CEQA processing.

As provided in Section 15168 of the State CEQA Guidelines, a Program EIR may be prepared on a series of actions that may be characterized as one large project that are related either, 1) geographically 2) as logical parts of a chain of contemplated events, 3) in connection with issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program, and 4) as individual activities carried out under the same authorizing statutory or regulatory authority and have generally similar environmental effects that can be mitigated in similar ways. The CEQA Guidelines (Section 15168[b]) encourages the use of Program EIRs, citing five advantages:

- + Provide an occasion for a more exhaustive consideration of effects and alternatives than would be practical in an EIR or an individual action
- + Ensure consideration of cumulative impacts that might be slighted in a case-by-case analysis
- + Avoid duplicative reconsideration of basic policy considerations
- + Allow the Lead Agency to consider broad policy alternatives and program-wide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts
- + Allow reduction in paperwork

Although the legally required contents of a Program EIR are the same as those of a Project EIR, Program EIRs are typically more conceptual and may contain a more general discussion of impacts, alternatives, and mitigation measures than a Project EIR. Once a Program EIR has been prepared, subsequent activities within the program must be evaluated to determine whether an additional CEQA document needs to be prepared. However, if the Program EIR addresses the program's effects as specifically and comprehensively as possible, many subsequent activities could be found to be within the Program EIR scope and additional environmental documents may not be required (Guidelines Section 15168[c]).

The Specific Plan will guide future development projects within the 115-acre campus over the next 30 years. Because this is a long-range plan, the Specific Plan and EIR will also require flexibility in the building placement and design as well as infrastructure improvements. Buildout of the campus must be analyzed on a program-level to allow this flexibility and consider development of the site as each phase is implemented. Where specific details of future development are unknown, the analysis will focus on broad, cumulative issues so that future CEQA processing of individual development projects are limited to site-specific issues and incorporate program level performance standards. In order to create a more streamlined review and approval process, the Program EIR will be tailored to provide project-specific review for development details that are known to occur in the near future. This will ensure that this known development will not be subject to further environmental review.

Specific EIR tasks are as follows.

TASK 4.1 INITIAL STUDY/NOTICE OF PREPARATION

Initial Study

The initial study will include a comprehensive project description and analyze each topical area of the checklist in Appendix G of CEQA Guidelines:

- + Aesthetics
- + Agriculture and Forestry Resources
- + Air Quality

- + Biological Resources
- + Cultural Resources
- + Geology/Soils
- + Greenhouse Gases
- + Hazards/Hazardous Materials
- + Hydrology/Water Quality
- + Land Use & Planning
- + Mineral Resources
- + Noise
- + Population & Housing
- + Public Services
- + Recreation
- + Transportation/Traffic
- + Utilities and Service Systems

Findings will be clearly substantiated for each checklist question to conclude that impacts are less than significant. At this time it is anticipated that the CEQA topics that will be eliminated from further review (not carried through to the EIR) will be Agriculture and Forestry Resources, Biological Resources, Cultural Resources, and Mineral Resources.

Notice of Preparation

The Planning Center|DC&E will prepare the draft notice of preparation and submit it for review and approval by the City. After City approval, The Planning Center|DC&E will copy and distribute the NOP and initial study to state and local agencies, surrounding property owners, and other special interest groups or individuals identified by the City. The NOP will clearly identify the time period, contact person, and address established for submitting responses.

Deliverable(s):

- 1 hard copy and 1 electronic copy of the Draft NOP/Initial Study
- Up to 50 hard copies of the NOP/IS for distribution
- Certified mailing to agencies and general public
- Certified mailing to State Clearinghouse for circulation to state agencies

TASK 4.2 PUBLIC SCOPING MEETING

The Planning Center|DC&E will assist the City to organize and conduct one public scoping meeting to present the preliminary environmental impacts of the proposed project and to solicit comments regarding the scope and content of the environmental issues to be addressed in the EIR. At the meeting, we will be prepared to discuss the environmental review process and to answer specific questions, as desired by the City. It is recommended that the scoping meeting be held as soon as possible after the release of the NOP so public concerns about environmental issues can be identified.

Deliverable(s):

- Preparation and participation at scoping meeting
- Scoping meeting agendas and record of comments
- Public handouts of CEQA flow chart, exhibits, PowerPoints, questionnaires (up to 50 copies)

TASK 4.3 ADMINISTRATIVE DRAFT EIR I AND II

Prior to preparation of the ADEIR, we will submit a comprehensive project description and EIR outline for review and approval by the City. A project-level EIR will be prepared with the following sections, in accordance with the CEQA Guidelines:

- + Executive Summary
- + Introduction
- + Project Description
- + Environmental Setting
- + Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- + Cumulative Impacts
- + Consideration of Significant Effects
- + Project Alternatives
- + Organizations and Persons Consulted
- + Other CEQA-Mandated Sections

The key to a defensible EIR for the City of Hope project will be a comprehensive project description that details the proposed phasing. Though there will be interim phases associated with the buildout of the master plan, for a conservative assessment of the project's potential for impacts at full buildout, this scope of work assumes that one future analysis year will be selected, coinciding with the buildout year for Phase 3 of the master plan (sometime after the year 2032). The analysis year will be selected in consultation with the City of Hope and the cities of Duarte and Irwindale.

Each topical section of the document will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from the project, (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures. A conservative scenario approach will be followed for all analyses.

Analyses and findings of modeling and technical studies will be incorporated into the EIR. Technical study scopes are described under Technical Studies. Complete technical studies (for stand-alone reports) and supporting modeling information (air quality, noise, GHG inventory) will be included in the EIR appendices. As required by the cities of Duarte and Irwindale, the Land Use and Planning section will include an analysis of the proposed project's consistency with General Plan policies, as applicable to the ADEIR.

Consideration of Significant Effects: As required by CEQA, the EIR will identify and focus on the significant effects of the project and include the following discussions as required by Guidelines Section 15126.2:

- + Effects Not Found to be Significant
- + Significant Unavoidable Impacts
- + Significant Irreversible Changes
- + Growth-Inducing Impacts

Alternatives to the Proposed Project: Alternatives to the proposed project will be defined and analyzed in compliance with Section 15126(d) of the CEQA Guidelines and in consultation with City staff. Alternatives will be selected on the basis of their ability to: (1) avoid or reduce one or more of the project's significant impacts; and (2) feasibly attain most of the basic objectives of the project.

Analyses will be conducted of up to three alternatives, including the "No Project" as designed to reduce or eliminate any significant impacts, alternatives may include construction phasing alternatives or design modifications. Alternatives that were considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is either No-Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Our scope of work includes two round of review of the ADEIR.

Deliverable(s):

- 1 electronic copy of Draft Project Description and EIR Outline
- 1 electronic copy of ADEIR I and ADEIR II

TASK 4.4 PREPRINT AND DRAFT ENVIRONMENTAL IMPACT REPORT

The Planning Center|DC&E will incorporate City comments on the two rounds of review of the ADEIR. Upon approval of the second set of revisions, we will forward the preprint Draft EIR for final review before publication. Upon approval we will prepare the Notice of Completion (NOC) for City approval and signature. We will also prepare the Notice of Availability (NOA) for City approval for distribution by the City and publish and distribute the DEIR per the mailing list to be developed in consultation with the City.

Deliverable(s):

- 1 hard copy with technical appendices on CDs of the preprint Draft EIR
- Up to 50 hard copies with technical appendices on CD of the Draft EIR
- Preparation of the NOA and NOC
- Certified mailing of up to 50 copies of the Draft EIR on CD to recipients on the approved distribution list and State Clearinghouse (includes 15 hard copies of the Executive Summary)
- 1 copy of the Draft EIR in an acceptable web-friendly format for the City's website
- 1 hard copy of all technical reports

TASK 4.5 FINAL EIR: RESPONSE TO COMMENTS/ERRATA

Response to Comments received on the Draft EIR will be prepared in accordance with CEQA Guidelines Section 15089. Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment. A Response to Comments section will be created for the Final EIR and will contain an introduction describing the public review process for the Draft EIR, copies of all comment letters and minutes from public meetings where oral comments were taken, and written responses to all comments. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the City. Responses will be prepared by The Planning Center|DC&E with input from our technical specialists, as needed.

As noted in the RFP, an estimate of up to 100 hours of professional time to respond to comments has been included. The estimated budget assumes that no additional basic research will be required to respond to comments, and that the comments will be directed at the substance and technical adequacy of the EIR. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR.

The Final EIR will also include any revisions, updates, or corrections needed to respond to comments or address minor errors in the Draft EIR.

The Planning Center|DC&E will revise the responses to comments based on revisions provided by the City. Responses to comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final EIR by the City Council.

Deliverable(s):

- Up to 50 hard copies of the Final EIR - Response to Comments/Errata
- Distribution of the Response to Comments to Commenting Agencies

TASK 4.6 MITIGATION MONITORING AND REPORTING PROGRAM

An MMRP will be prepared, pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success.

Deliverable(s):

- 2 hard copies and 1 electronic copy of MMRP

TASK 4.7 FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND NOD

The Findings of Fact will be prepared consistent with the requirements of CEQA. The draft Findings of Fact and MMRP will be distributed to the City for review and comment. If required, we will prepare a Statement of Overriding Considerations (SOC) for the project, consistent with the requirements of CEQA.

Notice of Determination: A draft Notice of Determination (NOD) will be prepared for review by the City. After the City takes action certifying the Final EIR and approving the project, the NOD will be filed with the Office of Planning and Research and the Los Angeles County Clerk. The Planning Center|DC&E will prepare and file the CDFW fee.

Deliverable(s):

- 2 hard copies and 1 electronic copy of the Draft Findings of Fact and Statement of Overriding Considerations
- Notice of Determination and CDFW filing
- 1 set of CDs of the Notices, Initial Study, Final EIR, and Findings of Fact in Word; appendices in pdf

TASK 4.8 MEETINGS/PUBLIC HEARINGS

In accordance with the RFP, our scope of work includes our attendance at the following meetings and public hearings:

The Planning Center|DC&E

- + Kick-off meeting. Attendance by our Project Manager, Asst. Project Manager and Air Quality/Noise specialist (cost included in Task 1)
- + Up to 6 additional City staff/team coordination meetings (Project Manager and either Asst. Project Manager or Air Quality/Noise specialist)
- + 1 Public Scoping Meeting (Project Manager and Asst. Project Manager, cost included in Task 4.2)
- + 2 Public Meetings (Project Manager and Air Quality/Noise specialist)

Additional meeting attendance by The Planning Center|DC&E or attendance by other members of the consultant team will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

TASK 4.9 PROJECT MANAGEMENT

The Planning Center|DC&E will coordinate closely with the City to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the project. Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of subconsultants, including contract administration and accounting; consultation and coordination with local and state entities relative to the environmental review process; and coordination and communications with the City's project team to ensure compliance with policies, procedures, and any applicable codes. This task is based on an estimated hours/week for the estimated schedule in this proposal for the project manager and assistant project manager. If this schedule is extended beyond the control of The Planning Center|DC&E, a budget augment may be requested for this task.

TASK 4.10 TECHNICAL STUDIES

THE PLANNING CENTER|DC&E

The Planning Center|DC&E will prepare air quality and greenhouse gas (GHG) technical analyses to evaluate potential air quality and GHG impacts associated with the proposed City of Hope Cancer Research Hospital Specific Plan. Modeling of emissions and assessment of impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects in the South Coast Air Basin (SoCAB). The emissions inventory will be modeled using the California Emissions Estimator Model (CalEEMod). The Planning Center|DC&E is a beta tester for the South Coast Air Quality Management District for the CalEEMod program and was recently involved in beta testing the next version of CalEEMod (CalEEMod 2012 beta, to be released as CalEEMod 2013).

Air Quality Analysis

The air quality technical analysis will use CalEEMod to provide an estimate of the increase in long-term criteria air pollutant emissions from operation of the specific plan. The criteria air pollutant emissions analysis will be based on the average daily trip generation provided by Fehr & Peers. Total criteria air pollutant emissions generated at buildout of the City of Hope Specific Plan will be compared to the SCAQMD's regional significance thresholds. Boilers and emergency generators installed onsite would require a permit to operate from SCAQMD. Emissions from this type of equipment will be incorporated if information is available at the time of the analysis. For the purpose of this scope and cost estimate, it is assumed that

there would not be a co-generation facility installed onsite. Mitigation measures to reduce potential impacts will be identified, as necessary.

The air quality technical analysis will provide an estimate of the increase in short-term criteria air pollutant emissions from construction of the specific plan using SCAQMD's most recent computer model, CalEEMod. The construction phase regional emissions inventory will be based on the construction schedule, duration, phasing of activities, demolition volumes per phase, new building construction per phase, and anticipated construction equipment by type and number for each phase/subphase provided by the City. Where information is unavailable, we will use CalEEMod defaults, as appropriate, and work with City and applicant to develop the construction assumptions. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to SCAQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the adjacent land uses surrounding the project site. Mitigation measures to reduce potential impacts will be identified, as necessary.

The SoCAB is designated under the California and National ambient air quality standards (AAQS) for ozone, particulate matter (PM 10 and PM 2.5), nitrogen dioxide, and lead (Los Angeles County only). Consistency of the project's regional emissions will also be evaluated against the SCAQMD Air Quality Management Plan. The SoCAB has been designated attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, a qualitative assessment of CO hotspots will be included, as will a qualitative assessment of potential odor generation. A qualitative assessment of the air quality impacts of the project alternatives compared to the proposed project will be provided for the EIR's "Alternatives" chapter.

Deliverable(s):

- Air Quality Analysis, to be included as an appendix to the EIR

Greenhouse Gas Emissions Analysis

The GHG emissions analysis will discuss the potential global climate change impacts, the effects of GHG emissions, and history of GHG emissions regulation in California. The CEQA Guidelines require an assessment of whether the project would conflict with plans adopted to reduce GHG emissions. Applicable plans include the California Air Resources Board's 2008 Scoping Plan and the Southern California Association of Governments (SCAG) 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Project consistency with these statewide/regional GHG emissions reduction strategies will be reviewed.

Long-term GHG emissions impacts generated by the City of Hope Specific Plan will be quantified using CalEEMod. GHG emissions generated by the project include transportation sources, area sources (landscaping fuel, architectural coatings,

consumer products), energy sources (natural gas consumption, energy use), water and wastewater use, and waste generation. Boilers and emergency generators installed onsite would require a permit to operate from SCAQMD. Emissions from this type of equipment will be incorporated if information is available at the time of the analysis. The net increase in GHG emissions will be calculated for the project. In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. GHG emissions reductions from recently adopted programs and regulations, including improvements in fuel efficiency, state building code energy efficiency, and landscaping water efficiency will be incorporated. GHG emissions will be compared to SCAQMD's proposed significance thresholds. Mitigation measures will be incorporated, as necessary, to reduce potentially significant GHG impacts of the project. A qualitative assessment of the GHG emissions impacts of the project alternatives compared to the proposed project will also be provided for the EIR's "Alternatives" chapter.

Deliverable(s):

- Greenhouse Gas Emissions Analysis, to be included as an appendix to the EIR

Noise and Vibration Analysis

The Planning Center|DCE will prepare a noise and vibration analysis for the City of Hope Specific Plan and EIR. This analysis will identify the impacts on nearby existing and proposed sensitive land uses from the implementation of the project. The noise analysis will discuss relevant standards and criteria for noise exposure, including State of California and cities of Duarte and Irwindale ordinances, policies, and standards.

To document existing ambient noise conditions and to identify the major sources of noise in the area, a site visit will be performed to obtain up to six short-term noise level measurements in the vicinity of the project site.

Noise from vehicular traffic will be assessed using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Model and the traffic forecasts in the traffic impact analysis for this project. The noise analysis will also describe changes in the noise environment generated by nontransportation sources (e.g., HVAC units, loading docks, trash compactors) from the proposed cancer research center, and evaluate potential noise impacts to adjacent noise-sensitive areas. Noise impacts from nontransportation noise sources will be based on the noise limits of the City of Duarte and City of Irwindale municipal codes.

The noise analysis will also assess noise and land use compatibility based on the cities' exterior noise criteria and the state's interior noise standard of 45 dBA CNEL for residential uses.

Finally, the noise analysis will provide an estimate of short-term noise and vibration levels associated with construction of the project. The level of significance will

be based on the magnitude of noise and vibration generated at adjacent noise-sensitive receptors and the length of construction activities.

Mitigation measures that reduce construction and operational noise impacts will be identified, as necessary. The analysis will focus on potential noise impacts from the project on the single-family homes along Cinco Robles. The results of this analysis will be summarized in the noise section of the EIR, and pertinent analysis details will be provided in an appendix.

Deliverable(s):

- Noise Analysis, to be included as an appendix to the EIR

SUBCONSULTANT TECHNICAL STUDIES

This scope assumes that the following technical studies that will be provided by the project applicant.

- + Hydrology and Drainage Studies
- + Preliminary Water Quality Management Plan
- + Geotechnical Investigation
- + Phase I Environmental Site Assessment

The Planning Center|DC&E's subconsultants will prepare the following technical studies:

Traffic Impact Analysis

Fehr & Peers will prepare a traffic impact analysis in support of the EIR. The following scope of work is anticipated for the preparation of this technical document.

Existing Conditions

Fehr & Peers will incorporate the transportation evaluation from Task 2.2 into the existing conditions chapter of the EIR traffic study. The existing conditions chapter will include the peak period traffic counts and level of service analysis conducted for all of the study intersections in the ongoing Duarte Station Specific Plan, as well as new peak period traffic counts and level of service analysis for the following intersections:

- Duarte Road and Hope Drive
- Duarte Road and Village Road
- Buena Vista Street and Village Road
- Buena Vista Street and Avenida Barbosa
- Avenida Barbosa & Arrow Highway (City of Duarte—
added per conversation with Craig Hensley)

- Arrow Highway & Live Oak Drive (City of Duarte—
added per conversation with Craig Hensley)

Because the specific study intersections analyzed for the ongoing Duarte Station Specific Plan have not been indicated by the City of Duarte, this scope includes the assumption that up to four additional study intersections would be analyzed (if they are not already included in the Duarte Station Specific Plan traffic analysis):

- Mountain Ave and Duarte Road
- Buena Vista Street and Evergreen Street
- Buena Vista Street and Central Avenue
- I-210 westbound off-ramp and Central Avenue

Signal warrant analysis will also be prepared for the unsignalized study intersections.

Future Baseline Conditions

Fehr & Peers will estimate future baseline conditions by applying ambient traffic growth rates to the existing traffic counts obtained by evaluating the growth forecast for the cities of Duarte and Irwindale in the SCAG travel demand model. Specific related project trips, including trips from the Duarte Station Specific Plan, will also be layered onto the existing traffic volumes to develop a future baseline with which to evaluate potential traffic impacts. Although there will be interim phases associated with the buildout of the specific plan, for a conservative assessment of the project's potential for impacts at full buildout, this scope assumes that one future analysis year will be selected, coinciding with the buildout year for Phase 3 of the specific plan (sometime after the year 2032). However, the analysis year will be selected in consultation with the City of Hope as well as the cities of Duarte and Irwindale.

Project Trip Generation

Because of the complex nature of the City of Hope campus in terms of mixture of uses, and because of its adjacency to the soon-to-be-completed Metro Gold Line light rail transit station, the characteristics of the campus are such that using standard trip generation rates from the Institute of Transportation Engineers' Trip Generation handbook it will likely lead to an overestimation of project trips. To more accurately assess the specific plan, Fehr & Peers will prepare customized trip generation estimates. These estimates will start with trip generation rates developed from the existing baseline traffic counts associated with the current level of development on the campus. While the approach to trip generation will be conducted in consultation with the cities of Duarte and Irwindale, for the purposes of this scope, we anticipate that master plan trip generation will be projected based on a combination of the empirically derived trip generation rates as well as Fehr & Peers' Plan+ tool, which will be used to estimate the

internal capture of project trips and trip reductions associated with the campus's proximity to the Metro Gold Line Station.

Project Trip Distribution and Assignment

If data are made available by the City of Hope, Fehr & Peers will prepare a zip code density map of employee (and patient if available) zip code of residence to inform the preparation of a trip distribution pattern. The employee zip code map would also be used to determine the approximate number of employees who live within a reasonable distance of the Gold Line (and would be candidates for commuting via transit). The campus's location in relation to I-210 and I-605 would also be used to develop the trip distribution pattern. Project trips would be assigned through the study intersections based on the project distribution pattern.

Future Project - With Impact Assessment

Project trips will be added to future baseline volumes to develop future project - with traffic volumes. The future project - with volume to capacity (V/C) ratios will be compared to the future baseline, and the increase in V/C attributable to the project will be assessed for significance based on the significant impact criteria that the Cities of Duarte and Irwindale typically use in environmental documents. An existing plus project impact assessment will also be prepared.

Develop Transportation Mitigation Measures

Physical traffic mitigation measures (such as additional turn lanes), transportation demand management mitigation measures (such as transit pass subsidies), or alternative mode enhancements (such as bike path connections) will be prepared to mitigate the specific plan's potential for significant traffic impacts, to the extent feasible.

Impact Sensitivity Testing and Phasing Strategy

Fehr & Peers will conduct a sensitivity test for all intersections that are forecast to be impacted at specific plan buildout to determine the level of project trips and background traffic growth that would trigger the impact. Based on this sensitivity testing, the transportation mitigation measures would be tied to the specific traffic level that would trigger the impact, and a framework for assessing the phased growth in traffic from the specific plan would be provided.

Construction Period Traffic Analysis

Construction traffic (truck haul trips and worker trips) will be qualitatively compared against the specific plan buildout trip generation to determine if there would be any potential short-term impacts associated with construction activities. General recommendations for the types of measures that should be included in a construction traffic management plan will be prepared.

Caltrans Freeway Analysis

Fehr & Peers will prepare a freeway merge/diverge analysis of the I-210 freeway mainline, and off-ramp queuing analysis using Highway Capacity Manual (HCM) methodologies. At this time, it is not known the extent to which Caltrans would seek to participate in the review of the environmental document. This scope assumes one meeting with Caltrans to determine the scope of the freeway analysis for the project, and one meeting to discuss results.

For the purposes of this scope, the following freeway segments and ramps have been included:

+ Freeway Segments

- I-210 freeway between Mountain Ave & Buena Vista St
- I-210 freeway between Buena Vista St & I-605 freeway
- I-210 freeway between I-605 & Irwindale Ave
- I-605 freeway between Arrow Hwy & I-210
- I-605 freeway between Live Oak Ave & Arrow Hwy
- I-605 freeway between Lower Azusa Rd & Live Oak Ave

+ Ramps

- I-210 westbound off-ramp & Central Avenue
- I-210 eastbound off-ramp & Evergreen Street (an additional manual count would be collected in this location if ramp volumes are not available from Caltrans PeMS system)
- I-605 north to I-210 west connector (connector ramp volumes would be obtained from the PeMS system)
- I-605 northbound off-ramp at Live Oak Ave (an additional manual count would be collected in this location if ramp volumes are not available from Caltrans PeMS system)

However, the project scope and fee estimates could change based on input from Caltrans. If the scope changes substantially based on Caltrans input, a contract amendment would be requested.

Deliverable(s):

- Traffic Impact Analysis, to be included as an appendix to the EIR

25

TASK 5. PLANNING COMMISSION/ CITY COUNCIL PUBLIC HEARINGS

All that is left is putting the pieces together. This task presents a consensus plan and accompanying EIR to the Planning Commissions and City Councils and incorporates their direction into a final specific plan document.

This task includes the following subtask:

TASK 5.1 PLANNING COMMISSION/CITY COUNCIL PUBLIC HEARINGS

Formal hearings with the Planning Commissions and City Councils must be held to adopt the specific plan and certify the EIR. Two hearings are proposed for the City of Duarte's Planning Commission and City Council. Two additional hearings are proposed for the City of Irwindale's Planning Commission and City Council. This task includes preparation for the hearings (PowerPoints, presentation boards, etc.) and attendance by up to two Planning Center|DC&E staff members at each of the four meetings and up to two Fehr & Peers staff members at up to two of the hearings.

Deliverable(s):

- Attendance at Planning Commission and City Council Public Hearings (up to 4)

TASK 6. PROJECT MANAGEMENT

This task involves overall project management for the City of Hope specific plan and EIR process. Marissa Aho, AICP will serve as Project Manager and the day-to-day point person for the project from our Downtown Los Angeles office. She will provide oversight of the products, including coordination with City staff subconsultants, billing activities, and schedule maintenance. We assume that approximately two hours per month, plus time to start and conclude the project, will be needed for project management, as well as bimonthly project coordination meetings/calls with City of Duarte staff that will be coordinated by The Planning Center|DC&E.

Deliverable(s):

- Overall project management
- Bimonthly staff/consultant coordination meetings and conference calls
- Meeting/call agendas and minutes

OPTIONAL TASKS

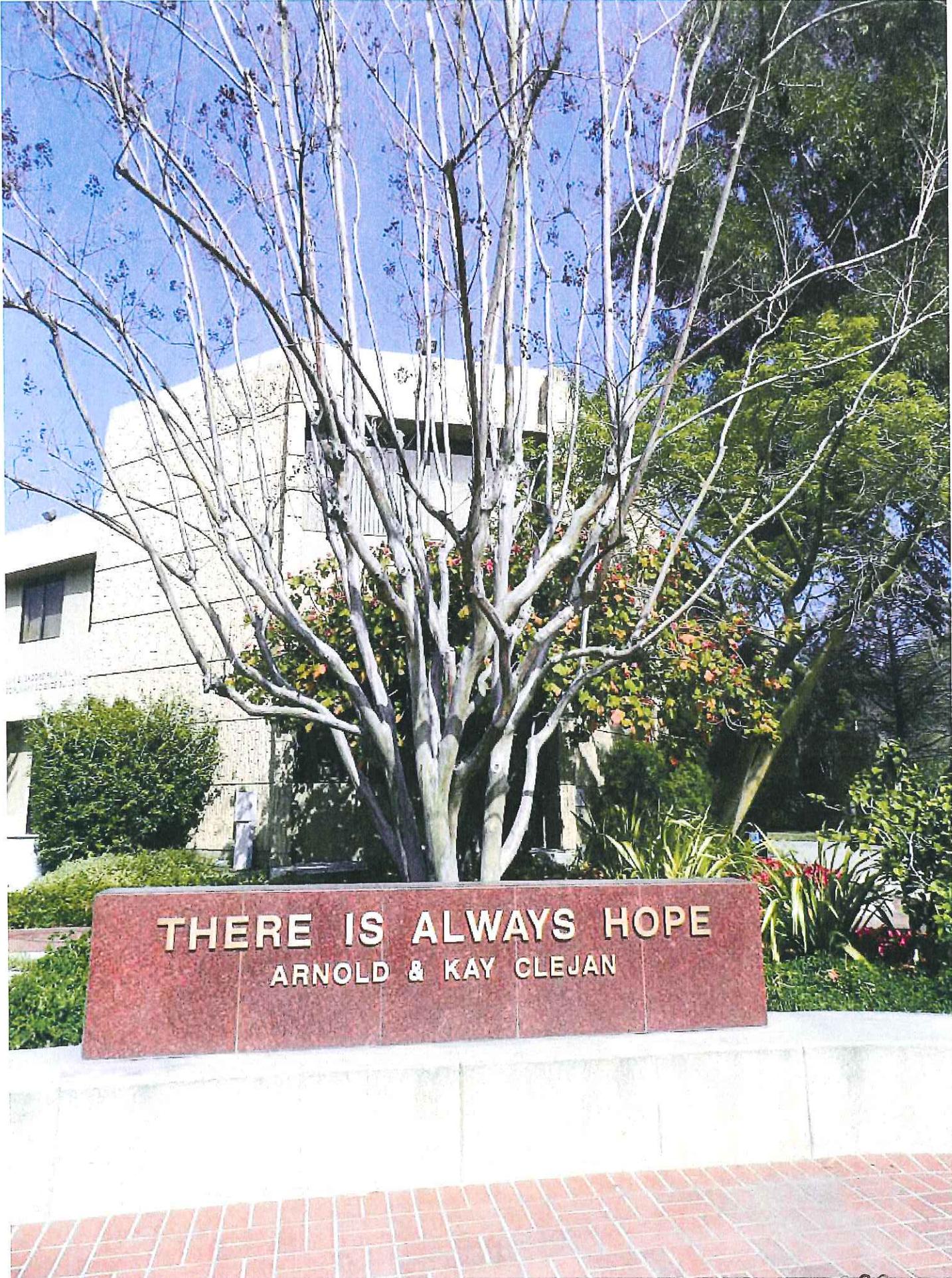
- + Employing extensive pedestrian safety expertise, Fehr & Peers could prepare a detailed pedestrian safety and circulation evaluation of the City of Hope campus to identify near-term opportunities to enhance the pedestrian environment on campus, as well as medium- and long- term opportunities to support the development of the master plan with an optimal internal pedestrian network.
- + Prepare a conceptual plan for linking the campus to the San Gabriel River Bike Path.
- + Fehr & Peers could prepare a merge/diverge analysis of the I-210 Freeway mainline in coordination with Caltrans. At this time, it is not known to what

extent Caltrans would seek to participate in the review of the environmental document.

Proposed Schedule

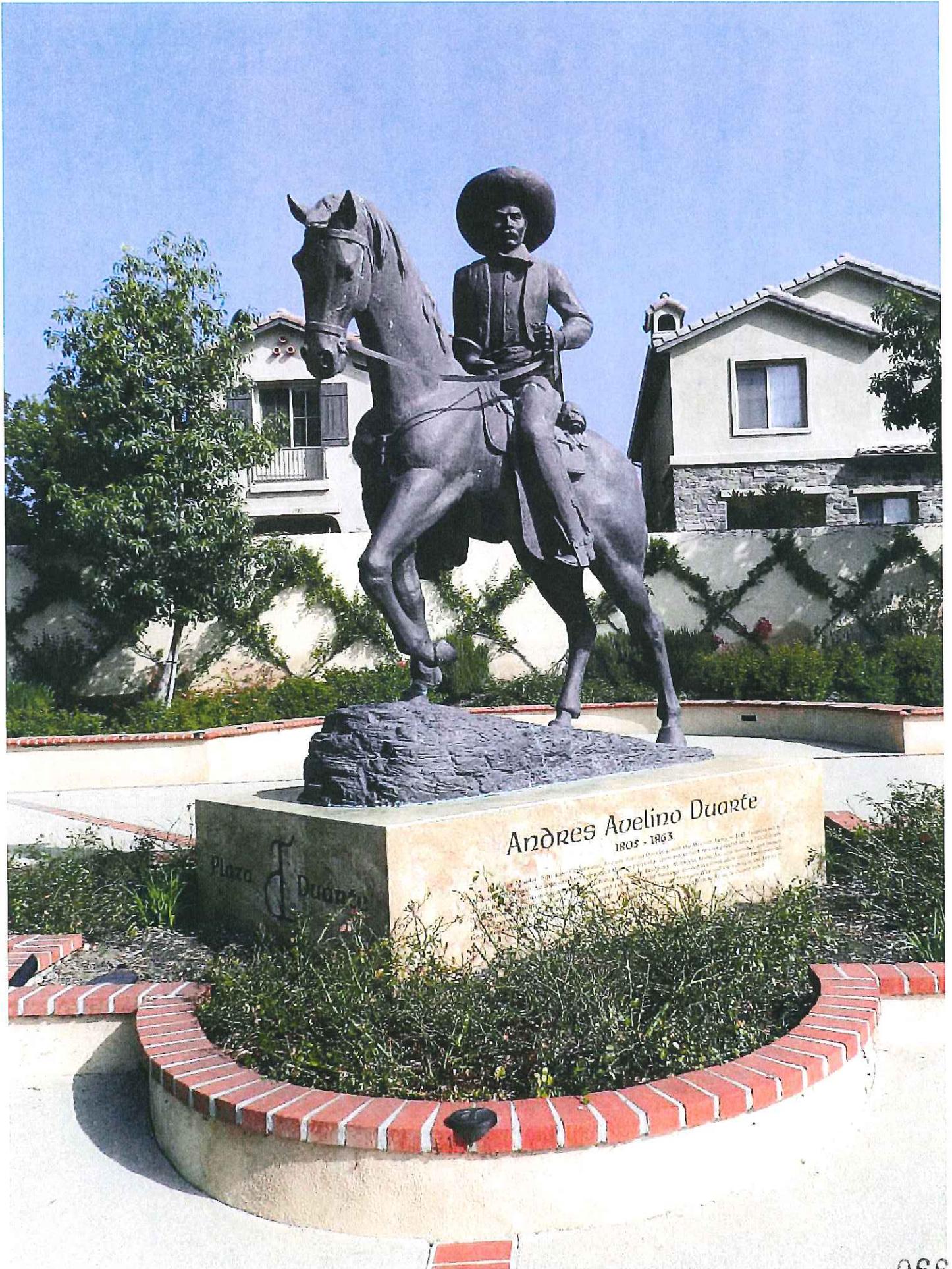
City of Duarte - Specific Plan and EIR for the City of Hope

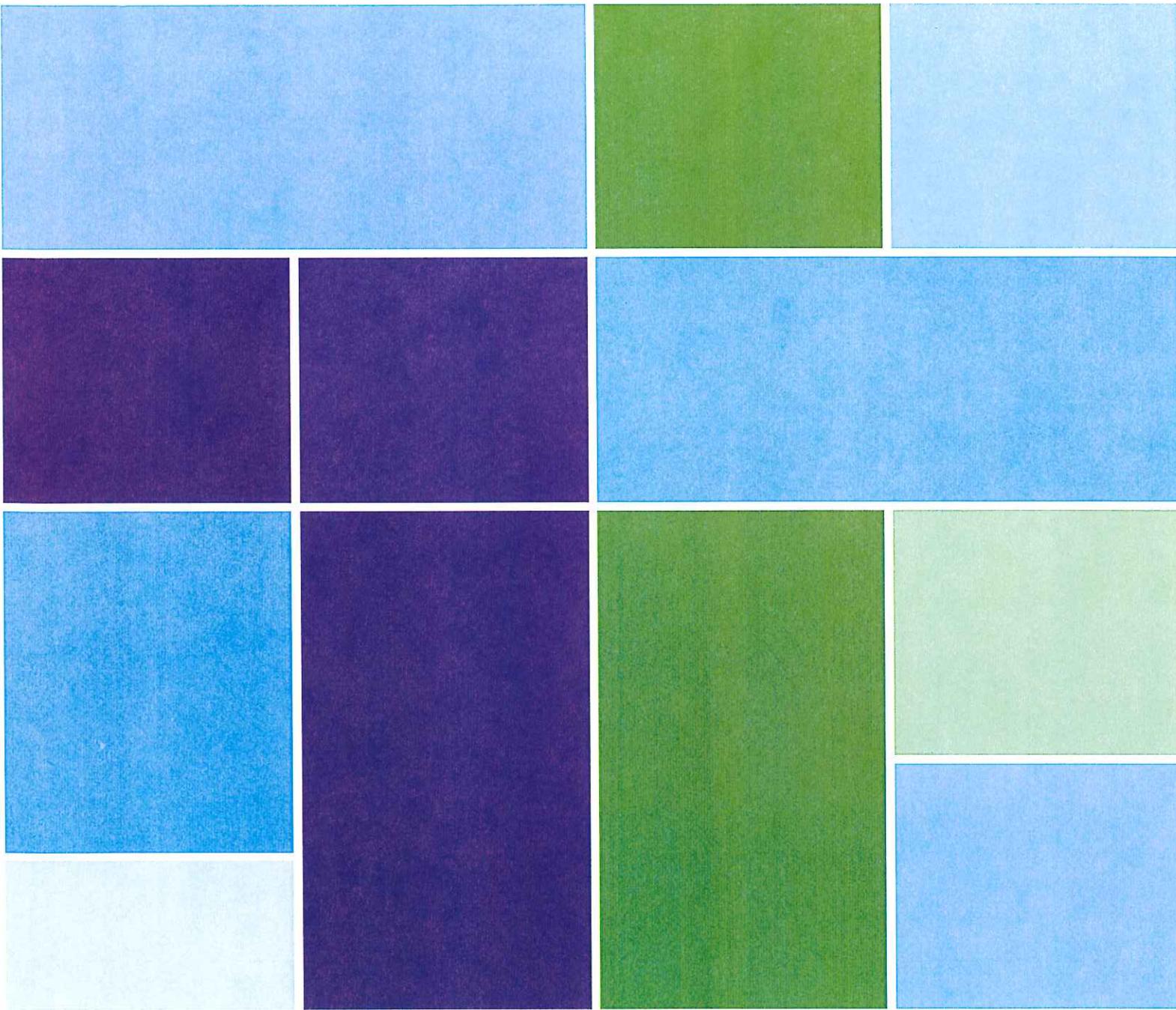
	2013				2014				2015			
	JULY MO 1	AUGUST MO 2	SEPTEMBER MO 3	OCTOBER MO 4	NOVEMBER MO 5	DECEMBER MO 6	JANUARY MO 7	FEBRUARY MO 8	MARCH MO 9	APRIL MO 10	MAY MO 11	JUNE MO 12
TASK 1: PROJECT Kick-off AND ADMINISTRATION												
1.1 Project Kick-off Meeting												
1.2 Background Materials Review												
1.3 Meeting(s) to Discuss Plan Goals												
1.4 Transportation Analysis												
1.5 Fiscal and Economic Analysis												
TASK 2: OUTREACH AND FACILITATION												
2.1 Meeting(s) with Property Owners along Circo Routes												
2.2 Steering Committee Meetings												
2.3 Erected Official Working Session(s)												
TASK 3: PREPARE SPECIFIC PLAN												
3.1 Prepare Administrative Draft Specific Plan												
a. Plan Outline, Structure, and Introduction												
b. Existing Site Conditions												
c. Vision, Guiding Principles, and Goals												
d. Development Plan and Standards												
e. Design Guidelines												
f. Circulation, Parking, and Infrastructure												
g. Plan Implementation and Administration												
3.2 Prepare Second Administrative Public Draft Specific Plan												
3.3 Staff Review of Second Administrative Draft Specific Plan												
3.4 Prepare Final Public Draft Specific Plan												
3.5 Staff Review of Final Public Draft Specific Plan												
3.6 Prepare Final Specific Plan												
TASK 4: ENVIRONMENTAL IMPACT REPORT												
4.1 Initial Study/Notice of Preparation												
4.2 Public Scoping Meeting												
4.3 Administrative Draft EIR (and II)												
4.4 Preprint and Draft Environmental Impact Report (45-day review)												
4.5 Final EIR: Response to Comments/Issues												
4.6 Mitigation Monitoring and Reporting Program												
4.7 Findings of Fact, Statement of Overriding Considerations, Notice of Determination												
4.8 Meetings/Public Hearings												
4.9 Project Management												
4.10 Technical Studies												
TASK 5: PUBLIC HEARINGS/FINAL SPECIFIC PLANS												
5.1 Planning Commission/City Council Public Hearings												
TASK 6: PROJECT MANAGEMENT												
6.1 Project Management												



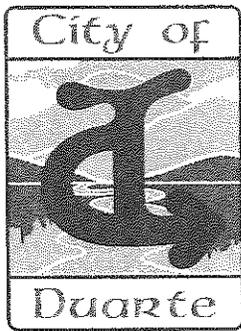
Budget







COMMUNITY PLANNING | DESIGN | ENVIRONMENTAL SERVICES
LANDSCAPE ARCHITECTURE | ECONOMICS | SCHOOL PLANNING



City of Duarte

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August 27, 2013

Mayor
Margaret E. Finlay
Mayor Pro Tem
Liz Reilly
Councilmembers
John Fasano
Tzeitel Paras-Caracci
Phillip R. Reyes
City Manager
Darrell George

The Honorable Assemblymember Chris Holden
California State Assembly
State Capitol, Room 5119
Sacramento, CA 95814

RE: Assembly Bill 250 (Holden) – iHub Program – SUPPORT

Dear Assemblymember Holden,

On behalf of the City of Duarte and the Duarte City Council, I would like to express the City's support for AB 250 promoting collaborations, creating jobs, and spurring innovation in Duarte and surrounding San Gabriel Valley communities.

Based on current economic indicator research, Duarte and our neighbors concur that the formation of iHubs creates important economic development opportunities. For example, between Monrovia, Duarte, and Arcadia, a bio-medical cluster exists, anchored by the world-class cancer research center and hospital, City of Hope. If an iHub were designated in our region, we could capitalize on this existing cluster, forge partnerships, and create good paying jobs that further encourage this high-growth sector.

In reviewing your bill, however, we respectfully request that you add language to encourage equity among cities and regions vying for this designation that place small cities, such as Duarte, on an equal footing with larger communities.

Specifically, we recommend amending Section 12099.3 (b) (24) (g), which states:

“The office shall set guidelines for approval, designation, operation, reporting, *redesignation*, and *dedesignation* of iHubs.”

068

Named “Most Business Friendly City 2012” by LAEDC

 = Brand of the original Andres Duarte Rancho

Assemblymember Chris Holden
August 27, 2013
Page 2

Our suggested amendment is to include within this Section the following language:

“These guidelines set forth fair and equitable criteria to ensure that small jurisdictions, or consortia comprised of small jurisdictions, are not barred from the process based solely on their size or capacity to provide funding.”

We also request an amendment to Section 12099.2 (a) (3), which states:

“A county or municipality in this state that has a preexisting economic development department or program or both.”

Our recommended amendment is to include consortia of municipalities, so that it reads as follows:

“A county, or municipality, or consortia of municipalities in this state that has a pre-existing economic development department or program or both.”

Thank you for authoring this important legislation. We wholeheartedly believe in the potential benefits this may be able to offer the Eastern San Gabriel Valley.

Sincerely,

Margaret Finlay
Mayor

AMENDED IN SENATE JUNE 26, 2013
AMENDED IN ASSEMBLY MAY 24, 2013
AMENDED IN ASSEMBLY APRIL 18, 2013
AMENDED IN ASSEMBLY MARCH 4, 2013
CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 250

Introduced by Assembly Members Holden and V. Manuel Pérez
(Coauthors: Assembly Members Brown and Fox)
(Coauthor: Senator Lieu)

February 6, 2013

An act to add Article 6 (commencing with Section 12099) to Chapter 1.6 of Part 2 of Division 3 of Title 2 of the Government Code, relating to state government, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 250, as amended, Holden. California Innovation Initiatives.

The Governor's Office of Business and Economic Development serves as the Governor's lead entity for economic strategy and the marketing of California on issues relating to business development, private sector investment, and economic growth. The office, among others, makes recommendations to the Governor and the Legislature regarding policies, programs, and actions to advance statewide economic goals.

This bill would create the California Innovation Hub Program within the Governor's Office of Business and Economic Development. The bill would require the office to designate Innovation Hubs, as specified. The bill would require the office to issue a request for proposals for the

California Innovation Hub Program, and would require the proposals to include specified information except as provided. The bill would require each designated iHub partnership to include, among other things, at least one major university or research center or institute. The bill would establish the Innovation Accelerator Account within the California Economic Development Fund and would make a continuous appropriation from that account to the office to be used for California Innovation Initiatives, as specified. The bill would require an iHub to annually post the information from these reports on its Internet Web site and notify the Governor and specified legislative committees that such information is available on its Internet Web site.

Vote: majority. Appropriation: yes. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Article 6 (commencing with Section 12099) is
2 added to Chapter 1.6 of Part 2 of Division 3 of Title 2 of the
3 Government Code, to read:

4

5

Article 6. California Innovation Initiatives

6

7 12099. The Legislature finds and declares all of the following:

8 (a) Job creation through rapid technology commercialization is
9 a vital part of the state's economic well-being, as identified in a
10 January 2012 symposium held by the Brookings Institute.

11 (b) Innovation and tech-driven entrepreneurial activity coupled
12 with venture investment creates small business startups and
13 expansions at an accelerated rate, which leads to significant
14 employment opportunities that contribute to the state's financial
15 health and economic competitiveness.

16 (c) In order to maintain a healthy state economy and to aid
17 communities, entrepreneurship and technology-based small
18 businesses must be stimulated and supported.

19 (d) The Innovation Hubs (iHubs) are operated in California
20 through a cooperative agreement between the Governor's Office
21 of Business and Economic Development (GO-Biz) and 12
22 geographically distinct regions, all of which are partnered with
23 public universities, community college districts, local governments,
24 research institutions, industry, angel and venture capital networks,

1 and traditional financial institutions. The iHubs are California’s
2 premier resource for facilitating the success of entrepreneurial and
3 small technology startups that can grow California’s economy by
4 assisting business owners in creating and retaining jobs, increasing
5 sales and profits, securing business financing, and creating a
6 successful new business climate in the state.

7 (e) The iHubs’ economic impact in fostering entrepreneurial
8 business activity leads to job creation and an innovation in the
9 economy by establishing a formal partnership between the office
10 and the iHub program.

11 (f) It is necessary to establish a fund that would enable the office
12 to obtain funding from private sources, for appropriation to state
13 designated iHubs, iHub partner organizations, and within state
14 iHub-designated regions for the purpose of establishing, promoting,
15 and enhancing California’s innovation and entrepreneurship
16 ecosystem.

17 12099.1. (a) The California Innovation Hub Program is hereby
18 created within the office.

19 (b) The office shall designate Innovation Hubs within the state
20 to stimulate partnerships, economic development, and job creation
21 by leveraging assets to provide an innovation platform for startup
22 businesses, economic development organizations, business groups,
23 and venture capitalists. The assets may include, but are not limited
24 to, research parks, technology incubators, universities, and federal
25 laboratories.

26 (c) The office shall oversee, coordinate, and provide assistance
27 to each iHub.

28 12099.2. For purposes of this article, the following terms shall
29 be defined as follows:

30 (a) “Applicant” means one or more entities that submit an
31 application to GO-Biz. Eligible applicants shall be one or more of
32 the following:

33 (1) A fully accredited institution of higher education.

34 (2) A private nonprofit corporation engaged in economic
35 development activities.

36 (3) A county or municipality in this state that has a preexisting 
37 economic development department or program or both.

38 (4) A public economic development institution such as a
39 workforce investment board or an economic development
40 corporation.

- 1 (b) "Innovation Hub" or "iHub" means a network of interrelated
2 firms, local governments, economic development organizations,
3 educational entities, and industries that collectively drive economic
4 growth within a defined geographic area.
- 5 (c) "iHub coordinator" means the individual or entity agreed to
6 by the partnership that is responsible for all of the following:
- 7 (1) Implementing the objectives of the iHub.
 - 8 (2) Serving as the primary agent responsible for coordinating
9 services and resources and maintaining the partnership.
 - 10 (3) Serving as the primary liaison to the state and the office.
- 11 12099.3. (a) The office shall issue a request for proposals for
12 the California Innovation Hub Program.
- 13 (b) An applicant's proposal shall include, but shall not be limited
14 to, all of the following information:
- 15 (1) A statement of purpose.
 - 16 (2) A signed statement of cooperation and a description of the
17 roles and relationships of each entity involved in the partnership.
 - 18 (3) A designated iHub coordinator.
 - 19 (4) A clear explanation and map conveying the iHub's physical
20 boundary.
 - 21 (5) A clearly stated designee to coordinate iHub activities.
 - 22 (6) A clearly identified central location.
 - 23 (7) Clearly identified benchmarks or milestones with
24 approximate dates as to when they will be achieved.
 - 25 (8) A complete budget including a description of secured funds
26 with proof, pending funds, and potential future funding sources.
 - 27 (9) A list and brief description of local and regional incentives
28 and support programs.
 - 29 (10) A clearly articulated commercial market focus and plan.
 - 30 (11) A clearly articulated iHub management structure and plan
31 that may include a description of the capabilities, qualifications,
32 and experience of the proposed management team, team leaders,
33 or key personnel who are critical to achieving the proposed
34 objectives.
 - 35 (12) A list of iHub assets and resources.
 - 36 (13) A clearly articulated focus area of the iHub including
37 industry sectors or other targeted areas for development and
38 growth.
 - 39 (14) A list of specific resources available to support and guide
40 startup companies.

1 (15) A clearly articulated list of goals to be achieved with the
2 certification of the iHub.

3 (16) Expectations for job development and business creation.

4 (17) Defined performance standards agreed upon by the partners
5 involved in the development of the iHub.

6 (18) Evaluation procedures that will be used to measure the
7 level of achievement for each stated goal.

8 (19) A plan for sustainability.

9 (20) Organizational experience including capabilities; related
10 experience, facilities, techniques, unusual resources, or unique
11 combinations of these that are integral factors for achieving the
12 proposed objectives.

13 (21) Demonstrated experience with innovation programs such
14 as involvement with technology commercialization.

15 (22) Demonstrated experience with technology transfer or
16 licensing.

17 (23) Demonstrated experience with intellectual property
18 management.

19 (24) Evidence of community engagement and support.

20 (c) The office may waive any of the requirements listed in
21 subdivision (b).

22 (d) The office may designate an iHub for a term of not more
23 than five years. An iHub may reapply for a designation without
24 limitation on the number of times.

25 (e) (1) The iHub designation shall not be official until a
26 memorandum of understanding is entered into by the applicant
27 and the office. The memorandum of understanding shall include
28 the goals and performance standards identified in the application
29 and other related requirements as determined by the office.

30 (2) For an iHub designated by the office before January 1, 2014,
31 the iHub partnership shall have until September 1, 2014, to enter
32 into a memorandum of understanding with the office that meets
33 the requirements of this article.

34 (f) More than one iHub may be designated in an area to the
35 extent that there is a clear distinction between the focus area of
36 each iHub.

37 (g) The office shall set guidelines for approval, designation,
38 operation, reporting, *redesignation*, and dedesignation of iHubs. *

39 (h) An iHub shall annually report to the office on its progress
40 in meeting the goals and performance standards as described in

1 the iHUB application and implementing memorandum of
2 understanding with the office. The office shall annually post the
3 information from these reports on the office Internet Web site and
4 provide notice to the Governor and relevant policy committees of
5 the Legislature that the information is available on the Internet
6 Web site.

7 12099.4. (a) A designated iHub shall include at least one major
8 university or research center or institute, one economic
9 development organization, and consist of at least four of the
10 following:

11 (1) A business support organization including a workforce
12 development or training organization, incubator or business
13 accelerator, business technical assistance providers, chamber of
14 commerce, and networking organization that supports innovation.

15 (2) An educational consortium including technology transfer
16 representatives.

17 (3) A venture capital network including angel investors.

18 (4) A business foundation, innovation foundation, science
19 foundation, laboratory research institution, federal laboratory, or
20 research and development facility.

21 (5) A municipal economic development division or department.

22 (6) A federal government partner such as a national laboratory.

23 12099.5. (a) Before an official designation as an iHub, the
24 applicant shall self-certify both of the following:

25 (1) That the iHub will comply with the state's nondiscrimination
26 policy.

27 (2) That the iHub and its principals are current in payment of
28 all state and local taxes owed unless they have entered into an
29 agreement that was deemed satisfactory by the respective taxing
30 authority and are in full compliance with the agreement.

31 12099.6. (a) An iHub may do all of, but shall not be limited
32 to, the following:

33 (1) Provide counseling and technical assistance, either by direct
34 or indirect services, in the areas of entrepreneurial business
35 planning and management, financing, and marketing for small
36 businesses.

37 (2) Provide expert advice to entrepreneurs on starting a business,
38 including legal requirements for starting a business and access to
39 financing opportunities.

1 (3) Conduct business workshops, seminars, and conferences
2 with local partners including, but not limited to, state universities,
3 state community colleges, local governments, state and federal
4 service providers, private industry, workforce investment boards
5 and agencies, small business development centers, microenterprise
6 development organizations, small business service agencies,
7 economic development organizations, and chambers of commerce.

8 (4) Facilitate partnerships between innovative startup businesses,
9 research institutions, and venture capitalists or financial institutions.

10 (b) The iHubs shall, to the extent feasible, do all of the
11 following:

12 (1) Work in close collaboration with the activities of the office
13 as its primary statewide partner.

14 (2) Coordinate activities with the Employment Training Panel,
15 the California Workforce Investment Board, the Office of the
16 Chancellor of the California Community Colleges, the University
17 of California, the California State University, and other state
18 economic and workforce development programs.

19 12099.7. The Innovation Accelerator Account is hereby created
20 within the California Economic Development Fund in the State
21 Treasury. Subject to the approval of the Department of Finance,
22 all moneys collected and received by the Governor's Office of
23 Business and Economic Development for California Innovation
24 Initiatives from gifts, bequests, or donations shall be deposited in
25 the iHub Accelerator Fund. Notwithstanding Section 13340, the
26 moneys in the account are continuously appropriated to the office
27 to be used for California Innovation Initiatives pursuant to the
28 terms of the gift, bequest, or donation.

CITY OF DUARTE RETURN TO WORK POLICY

- A. Policy. The City of Duarte believes it is in the best interest of the City and its employees to facilitate the expedient return of staff to full duty after they have been absent due to injury, illness, or other medical condition. This policy shall be applied in situations when a full-time employee, part-time employee, or City volunteer is restricted in the performance of their regular duties due to a work-related accident/injury. The City of Duarte provides for the use of transitional duty assignments and shall, to the extent possible, assist employees by temporarily modifying work assignments, duties or arranging for a temporary transfer until the employee is medically released to resume regular duties.
- B. Definitions.
- i. Occupational Injury – an accident arising out of and in the course of employment.
 - ii. Transitional Duty – accommodating an injured employee with work restrictions as set forth by the attending physician. The Human Resources Office and the employee’s supervisor will decide if the City is able to accommodate the medical restrictions.
- C. Procedures. Within a reasonable period after the incident or injury, the Human Resources Office will communicate with the attending physician. This communication shall include a discussion of return-to-work options, such as transitional duty, which is a temporary situation when an employee returns from a work-related injury or illness to medically restricted or modified duties. Under transitional duty, the Human Resources Office and supervisor will discuss what, if any, of the regular duties, the employee can perform with the medical restrictions they have been given. It is important to note that normally transitional work is not a permanent or regular position. It is work that has been gathered to give the individual with a disability the opportunity to do meaningful work while they are recovering from his/her illness/injury. The goal is to return to the usual and customary position when the illness or injury has healed.
- D. Return-to-Work Options.
- i. Released to Return to Work with No Restrictions: If the attending physician releases the employee to return to work and perform the essential functions of his or her pre-injury position, the physician’s office or the employee will give the release to the Human Resources Office, who will coordinate a start date for the employee to report to work and submit a supplemental report indicating this return to work to the Workers’ Compensation agent.
 - ii. Released to Return to Work with Restrictions: If the employee is released

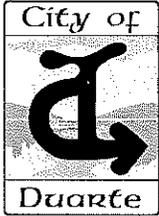
to return to work with restrictions, the Human Resources Office and the employee's supervisor will review the restrictions set forth by the attending physician and will decide if the City is able to provide transitional duty for the employee. Transitional duty must meet the City's staffing needs and accommodate the employee's medical restrictions while taking into consideration the welfare and safety of the employee, co-workers, and customers. The duties will be determined on a case-by-case basis by the City in consultation with the attending physician.

The Human Resources Office will work with the employee and the employee's supervisor to coordinate the return to work. They will discuss the transitional duties, which will focus on the employee's abilities as well as comply with the employee's medical restrictions. The Human Resources Office will submit a supplemental report indicating this return to work to the Workers' Compensation agent.

During transitional duty, Human Resources will periodically touch base with the ill/injured employee and employee's supervisor to discuss concerns and to evaluate his or her progress. Transitional duty may be altered, upgraded, or changed in a manner consistent with medical restrictions and in accordance with an individual's improved condition.

If the employee cannot return to work in his or her pre-injury department, the Human Resources Office will attempt to coordinate a return to work within another department.

- iii. No Release to Return to Work: If transitional duty is not possible for an employee within the City or if the employee is not released to work, the Human Resources Office will maintain communication with the employee, Workers' Compensation agent, and the attending physician in order to obtain the employee's prognosis for recovery and the employee's functional capacity.
- E. Length of Transitional Duty. Transitional duty shall be made available to those employees who are expected to return to their pre-injury position and may not normally exceed 90 days. At the conclusion of 90 days, the supervisor in consultation with the Human Resources Office may terminate the transitional duty assignment. If it is determined that the employee has long term restrictions that result in his or her inability to perform the essential functions of his or her primary position, the provisions of the Americans with Disabilities Act (ADA) and other applicable laws will be applied to determine suitability for employment.



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: PARKS AND RECREATION COMMISSION

SUBJECT: DUARTE CITY COUNCIL REQUEST TO ADDRESS ENCANTO PARK SECURITY CONCERNS

DATE: August 13, 2013

At the August 12, 2013 meeting of the Parks and Recreation Commission, the commissioners discussed security and lighting concerns at Encanto Park as directed by the Duarte City Council following the July 30, Community Meeting where the issue was brought to the Council's attention by a resident.

After discussion the commission concluded that the concerns need further investigation in regards to the security lighting at the park but that no action should be taken at this time to address adding lighting to any of the park venues. There has been a history of reticence by residents in the immediate area surrounding the park to add lighting including surveys completed prior to park construction as well as public hearings, all indicating an overwhelming desire to keep the park as a passive, as opposed to active, park without lighting. Additionally the expense involved is not justified at this time.

The Commission asked staff to look into the security lighting concerns and add additional security lighting if needed.

MEMORANDUM

RECEIVED

JUL 30 2013

CITY OF DUARTE



TO: CITY COUNCIL

FROM: COMMISSIONER STARRATT THORPE

SUBJECT: NOTICE OF ABSENCE FROM Traffic Safety COMMISSION MEETING

DATE: 7/26/13

REASON FOR ABSENCE:

_____ ACCIDENT _____ VACATION X OTHER*

_____ SICKNESS _____ DEATH IN FAMILY

DATE OF MEETING ABSENCE 8-6-13

* EXPLANATION OF ABSENCE CONFLICT SCHEDULE

WETA FAMILY

Deborah Starratt Thorpe
SIGNATURE

ABSENCE NOTED BY CITY COUNCIL

DATE



MEMORANDUM

RECEIVED

AUG 20 2013

CITY OF DUARTE

TO: CITY COUNCIL
FROM: COMMISSIONER Houghton, Barbie
SUBJECT: NOTICE OF ABSENCE FROM Park & Rec COMMISSION MEETING
DATE: 8-15-2013

REASON FOR ABSENCE

ACCIDENT

VACATION

SICKNESS

OTHER *

DEATH IN FAMILY

Caring for parents in Ohio

DATE OF MEETING ABSENCE

Sept. ~~14~~^{9th}, 2013

* EXPLANATION OF ABSENCE

Care of parents - OHIO

B. Houghton
Signature

* * * * *

Absence noted by City Council

Date

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: August 22, 2013
SUBJECT: Conference Attendance – City Council Meeting of August 27, 2013

South Coast Air Quality Management District
25th Annual Clean Air Awards
October 4, 2013
Los Angeles
\$40 per person

California Contract Cities Association
Annual Fall Seminar
October 4-6, 2013
Temecula
Registration: \$360 (Deadline 9/26/13)
Hotel: \$149 per night + 12.25% room tax (Deadline 9/12/13)

The South Coast Air Quality Management District
cordially invites you to attend the



Annual Clean Air Awards



Friday, October 4, 2013
11:30 A.M.

Millennium Biltmore Hotel
506 South Grand Avenue
Los Angeles, California

Honoring

Individuals,
organizations,
communities and businesses
who have made
a significant contribution
to cleaner air

Please respond by Friday, September 27, 2013
Individual tickets \$40
Table of 10 \$400

For more information please visit our
website at www.aqmd.gov and click on the
Clean Air Awards web banner
You may also call (909) 396-2221 or
email caawards@aqmd.gov

083



Complimentary for Elected Officials:

RSVP: ryeung@aqmd.gov (Rainbow Yeung)



Fall Is Here!

August 8, 2013

**"Water, Energy,
Environment:
What Are Our
Regional
Needs?"**

Our Special Events
Committee Chair,
James Bozajian along
with his committee
have worked to
develop our
Conference theme and
slate of program
speakers. You won't
want to miss this great
educational
opportunity for you
and your city
colleagues!
Visit our website for
more information at:
www.contractcities.org

Fall Seminar Registration Now Open!

Please be sure to join us for the 33rd Annual Fall Seminar in Temecula, CA at the Temecula Creek Inn October 4-6. You won't want to miss our program sessions geared toward educating you on today's challenges and opportunities regarding Water, Energy and the Environment. Timely, topical information, stellar presentations, excellent networking opportunities, Saturday night BBQ cookout, special dessert reception, Glow Ball night mini golf contest with prizes, getaway brunch at Wilson Creek - All of this in beautiful Temecula, California. Be sure to Register Today!

Make your seminar registration plans today and take advantage of the special room rate we have arranged with the Temecula Creek Inn. This room block will be released on September 12, 2013. You must register before then to receive this special \$149.00 rate. Simply [CLICK HERE](#) to visit our website and view more information, register online, and make your hotel reservations. We look forward to seeing you there!

California Contract Cities Association

www.contractcities.org

Phone: 562-622-5533

[Home](#)[Events](#)[About](#)[Online Media](#)[Contract Cities](#)[Associate Members Program](#)[Advocacy](#)

Tuesday, August 20, 2013

Annual Fall Seminar

October 04, 2013 8:00 am - October 06, 2013 12:00 pm

Temecula Creek inn @ 44501 Rainbow Canyon Road, Temecula, CA 92592, USA

[Tweet](#)

This year our Annual Fall Seminar will be held at the Temecula Creek Inn in Temecula. This year's theme is **"Water, Energy And the Environment: What Are Our Regional Needs?"** The Special Events Committee has prepared a stellar program with educational sessions and some fun. Be sure to register today by clicking "Buy Tickets" below or downloading the Registration Packet. After you register, be sure to make your hotel reservations by using our online hotel reservations link. You will be directed to the Temecula Creek Inn website where you will be able to reserve a room for the dates of our seminar. If you need to purchase individual meal tickets or Glow Ball mini golf contest tickets you will need to download the Registration Packet. Please do not hesitate to contact the CCCA staff office if you have any questions.

*Tentative Program Schedule:***Friday, October 4, 2013**

4:00pm - 5:30pm Conference Registration

5:30pm - 7:00pm Welcome Reception Hosted by CCCA Associate Members Program Participants

*Dinner at Your Leisure***Saturday, October 5, 2013**

8:00am - 9:30am Conference Registration

8:00am - 9:15am Continental Breakfast

9:15am Welcome Address

9:30am - 12:45pm Program Sessions

12:45pm - 1:45pm Lunch

1:45pm - 3:30pm Program Sessions

What Can Contract Cities Do For You?

What Can Contract Cities Do For You?

A Message From Contract Cities

085

6:00pm - 7:00pm Reception

7:00pm Dinner

Sunday, October 6, 2013

10:00am - 12:00pm Getaway Brunch at Wilson Creek Winery

Session Topics Include:

The Future of Water in California

The Bay Delta Conservation Plan

Positive Change: Case Studies in Environmental Stewardship

Grants and How You Can Get Them

Conference ReCap

Invited Speakers Include:

Honorable Michael S. Nagger, Temecula Mayor

Honorable Fran Pavley, CA State Senator

Honorable Cathleen Galgiani, CA State Senator

Honorable Anthony Rendon, CA State Assemblymember

Honorable Walter Chesbro, CA State Assemblymember

John Laird, Secretary for Natural Resources

Mark W. Cown, Director of the Department of Water Resources

Educational Seminars | @ Temecula Creek inn | Recurring set

Cost: 360 USD

[Buy tickets](#)

California Contract Cities Association 2013



California Contract Cities Association
33rd Annual Fall Seminar * October 4 - 6, 2013

SEMINAR REGISTRATION INFORMATION

A paid registration is required for each conference attendee. If more space is required, copy form. Registrants are solely responsible for compliance with the requirements of Government Code Sections 53232.2 and 53232.3 (AB 1234) regarding reimbursement of expenses associated with attendance at this event.

To accommodate conference attendees and participants, hotel headquarters (Temecula Creek Inn) will give hotel reservations to registered attendees and participants only. NO EXCEPTIONS WILL BE MADE.

REGISTRATION DESCRIPTIONS

ATTENDEE REGISTRATION Mayors, Council Members, city staff, PAC members, county personnel and Associate Members.

REGISTRATION COST

ATTENDEE REGISTRATION

Includes seminar registration material, admission to all of the educational program sessions and activities: Friday Associate Members Welcome Reception, Saturday Continental Breakfast, Educational Sessions, Lunch Session, Saturday Dinner, Saturday Night Glow Ball Golf Competition and Sunday Getaway Brunch at Wilson Creek Winery

ATTENDEE

\$360.00

INDIVIDUAL MEAL TICKETS WILL BE PRE-SOLD for your guests who wish to join you for meals or the Glow Ball Golf Putting Contest at the following costs:

Welcome Reception: \$40 Saturday Continental Breakfast: \$20 Saturday Lunch: \$35
Saturday Dinner: \$60 Sunday Brunch: \$45 Glow Ball Golf Putting Contest: \$10

REGISTRATION DEADLINE DATE

Deadline for seminar registration is **Thursday, September 26, 2013**. No cancellations accepted or refunds given after **Thursday, September 26, 2013**. Call our staff office regarding cancellations before September 26, 2013 (**letter/email must follow**).

Kindly type or print attendee names and information clearly on the registration form on the next page. **A paid registration is required for each member city's elected official and staff.** (If more space is required, copy form). Please contact CCA staff if you have any questions regarding registration (562)622-5533.

Registration Form on Next Page



California Contract Cities Association
 33rd Annual Fall Conference * October 4 - 6, 2013

SEMINAR REGISTRATION FORM

PAYMENT METHOD

Check or Money Order must be in U.S. funds payable to: California Contract Cities Association.
 Please check appropriate box:

Check Money Order VISA MasterCard AmEx Card Discover

Card #: _____ CVC #: _____ Expiration Date: _____

Print Cardholder Name: _____

BILLING INFORMATION (for credit card transactions, only):

First Name: _____ Last Name: _____

Billing Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

If paying by credit card:

Please mail, email or fax completed registration form with payment to the address listed below. **Forms received without payment in full (mail, email or fax), will not be processed and are not valid.**

CCCA 33rd Annual Fall Conference
 11027 Downey Ave.
 Downey, CA 90241

P – (562) 622-5533 ext. 3 or 4
 F – (562) 622-9555
 E-mail: kelli@contractcities.org

ATTENDEE REGISTRATION INFORMATION

CITY / AFFILIATION _____

CONTACT NAME (PHONE & E-MAIL) _____

Please Check For Additional Meal Tickets:

Welcome Reception (\$40): Saturday Continental Breakfast (\$20): Saturday Lunch (\$35):

Saturday Dinner (\$60): Sunday Getaway Brunch (\$45): Saturday Night Glow Ball Putting Competition (\$10):

CONFERENCE ATTENDEE NAME (ATTENDEE REGISTRATION: \$360)	TITLE	COST
TOTAL		

Temecula Creek Inn
44501 Rainbow Canyon Road • Temecula, CA 92592
Phone: (800) 962-7335

CALIFORNIA CONTRACT CITIES ASSOCIATION
OCTOBER 4 – 6, 2013



Group # 0310CALIF

Individual Reservation Request

Name: _____

Address: _____

Phone #: _____ Fax #: _____ Email _____

Date of arrival: _____ Date of departure: _____

No. in Party: _____ King Bed _____ Double Beds _____

CHECK-IN TIME IS 4:00 PM

CHECK-OUT TIME IS 12:00PM

50% of room rate applies for early check-out

(Check-out after 12:00PM will be charged a full day's rate)

Accommodations may not be available if arrival time is prior to hotel check-in time. Rooms are assigned first-come-first-serve.

RESERVATION DEADLINE: SEPTEMBER 12, 2013

Room Rate: **\$149.00** per night (plus 12.25% room tax)

Above rates are for single or double occupancy.

Complimentary Self-Parking

SPECIAL REQUESTS:

All reservation requests must be accompanied by the first night's deposit. To confirm your reservation, you must include either a credit card number or a check for the full amount of the first night's lodging plus tax, if paying with a check it needs to be mailed to the resort at least 2 weeks prior to arrival. Hotel will not hold any reservation after 4:00 p.m. unless secured by one of the above methods. **DEPOSITS REFUNDABLE WITH SEVEN DAY ADVANCE NOTICE.** *If you would prefer to use our online hotel reservation link please [click here](#) or visit www.contractcities.org/index.php/cccaevents for more information.*

PAYMENT ENCLOSED: _____ CHECK \$ _____ (We do not accept checks upon departure.)

CREDIT CARD NUMBER _____ EXP. DATE _____

VISA MASTERCARD AMERICAN EXPRESS DINER'S CLUB DISCOVER

SIGNATURE _____ DATE _____

PLEASE MAIL FORM TO: Temecula Creek Inn
Attention: Group Room Reservations
44501 Rainbow Canyon Road
Temecula, CA 92592

OR Fax: (858)332-1308
(CREDIT CARD ONLY)