

AGENDA

ADJOURNED 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, JUNE 25, 2013

4:30 p.m. – Interviews for Mayor’s Youth Council

6:00 p.m. – Closed Session

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 4:30 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. Interviews for Mayor's Youth Council
4. 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 Labor Negotiators – Pursuant to Government Code Section 54957.6; Negotiators: Darrell George, Kristen Petersen; Regarding SEIU Local 721 Management and Professional Employees and General Employee Units
 - C. Conference with Legal Counsel – Pursuant to Government Code Section 54956.9, Threatened Litigation/Significant Exposure to Litigation; Number of Cases: 1.

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

5. PLEDGE TO THE FLAG
6. MOMENT OF REFLECTION
7. FITNESS/MENTAL WARM-UP
8. PUBLIC REPORT OF CLOSED SESSION ITEMS
9. SPECIAL ITEMS
 - A. Recognition – Retiring City employee Rebecca Evans
 - B. Recognition – Outgoing Public Safety Commissioner Craig Stogner
 - C. Presentation – Emerald Necklace update
 - D. Recognition – Luis Sedano and Faith Franco – Boxing victories in Puerto Rico and Tahiti
10. 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.
11. 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.
12. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
13. CONSENT CALENDAR – Page 1
All matters listed on the Consent Calendar are to be approved with one motion unless a member of the City Council/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 – June 11 and 18, 2013 (CC/HA/SA/FA)
 - B. Approval of Warrants – June 25, 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. Notice of absence by Tony Molina from the Economic Development Commission meeting of June 5, 2013 (Receive and file) (CC)
 - E. Notice of absence by Nathan Kirschenbaum from Economic Development Commission meeting of June 5, 2013 (Receive and file) (CC)
 - F. Council Bill 13-R-17A A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING A HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR THE MONTH OF JULY 2013 (CC)
 - G. Notice of Parks and Recreation Commission approval of request from Duarte Community Service Council to waive \$250 field rental fee for fundraiser softball tournament (Receive and file) (CC)
 - H. Recommendation to approve Amendment No. 2 to the Services Agreement by and between the City of Duarte and Levon Yotnakhparian for City Council Meeting cablecasting and Internet viewing (CC)
 - I. Recommendation to approve Agreement for Professional Services with Barrow/Hoffman Public Relations for public relations services, effective July 1, 2013 – June 30, 2014 (CC)
 - J. Recommendation to approve Services Agreement by and between the City of Duarte and the Duarte Chamber of Commerce, effective July 1, 2013 – June 30, 2014 (CC)
 - K. Recommendation to approve Building Lease by and between the City of Duarte and the Duarte Chamber of Commerce, effective July 1, 2013 – June 30, 2014 (CC)
 - L. Recommendation to approve 2013/2014 Prevention and Intervention Program (PIP) Agreement with Los Angeles County Probation Department (CC)
 - M. City Council/City Manager Conference Attendance (CC)
14. ITEMS REMOVED FROM CONSENT CALENDAR
15. PUBLIC HEARING – Page 66
13-R-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972
16. URGENCY ORDINANCE – Page 102
13-O-02 AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 36934, 36937, AND 65858, ADOPTING 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
17. BUSINESS ITEM – Page 109
Recommendation to approve Memorandums of Understanding with City of Duarte employees (Service Employees International Union, Local 721)

Council Bill 13-R-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS IN 2013/14

Council Bill 13-R-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

18. 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.*

19. 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)

20. ADJOURNMENT

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 20, 2013
SUBJECT: Comments on Agenda Items, Meeting of June 25, 2013

NOTE: City Council will hold interviews for the Mayor's Youth Council beginning at 4:30 p.m.

ITEM 9.A. The City Council will recognize Becky Evans on her retirement from the City of Duarte after 23 years.

ITEM 9.B. Outgoing Public Safety Commissioner Craig Stogner will be recognized for his three years of service to the City.

ITEM 9.C. The City of Duarte was recently briefed on the Emerald Necklace Feasibility Study and Implementation Plan. The feasibility portion of the project is complete, and the plan has identified 44 potential trail connection projects that would both improve connectivity within the Necklace, as well as provide better access to surrounding communities. Rob Romanek, Project Manager with the Watershed Conservation Authority, will provide the overview to the City Council, with a special emphasis on the "clasp" portion of the Necklace that includes Duarte.

ITEM 9.D. Duarte boxers Luis Sedano and Faith Franco will be recognized for their recent victories in Puerto Rico and Tahiti. Luis Sedano was selected to represent the USA Elite Boxing Team from May 15 – June 1 in two International Boxing Tournaments in Puerto Rico, where he took a bronze medal in the Cheo Aponte Cup and a bronze medal in the Olympic Cup tournament. Faith Franco also was selected to represent the USA in a dual match against New Zealand in Tahiti from May 26 – June 2, where she won her two fights. This was Faith's second invitation to Tahiti. What a tremendous honor to have two of our boxers represent the City of Duarte in the USA Boxing Team and in the International Boxing Competition.

ITEM 13.F (Consent). This is a resolution for Council consideration to adopt the City employee holiday schedule for the month of July 2013. In light of the final negotiations pending with the employees for the terms of 2013/14, this resolution is only for the July 4, 2013, holiday. The remainder of the holiday schedule will come back to the City Council when the MOU is completed.

ITEM 13.H (Consent). This item recommends approval of an amendment to the Services Agreement with Levon Yotnakhparian for Council Meeting cablecasting and Internet viewing.

ITEM 13.I (Consent). This item recommends City Council approval to extend the Barrow/Hoffman Public Relations contract through June 30, 2014, at a rate of \$2,500 per month plus authorized reimbursable expenses.

ITEM 13.J (Consent). This item recommends that the City Council approve the 2013/14 Services Agreement with the Duarte Chamber of Commerce in the amount of \$35,050.

ITEM 13.K (Consent). This item recommends that the City Council approve a Building Lease Agreement in the amount of \$150 per month with the Duarte Chamber of Commerce, effective July 1, 2013, through June 30, 2014.

ITEM 13.L (Consent). This item recommends that the City Council approve the 2013/14 Prevention and Intervention Program (PIP) Agreement with the Los Angeles County Probation Department. As you may recall, in 2008 the Los Angeles County Probation Department placed the Gang Alternative and Prevention Program (GAPP) under the umbrella of PIP. The agreement remained the same as to the function that the Deputy Probation Officer would perform.

The GAPP Deputy Probation Officer position began on July 1, 1990. This contract provides a full-time Deputy Probation Officer assigned to work with “at-risk” juveniles in kindergarten through the eighth grade. The PIP Service Agreement is a 50% contract, and as such, the City of Duarte reimburses the County of Los Angeles Probation Department for 50% of the salary and employee benefits for the Deputy Probation Officers assigned to the City. The cost to the City for the 2013/14 Probation Service Agreement per Deputy Probation Officer is \$68,000.

ITEM 15. This is a Public Hearing to consider a resolution ordering the levy and collection of assessments for fiscal year 2013/14 within the Landscape and Lighting District. Each year, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Landscape and Lighting Assessment District. At its May 28 meeting, the City Council adopted Resolution 12-16 that declared the intent to levy and collect assessments for fiscal year 2013/14, approved the Engineer’s Report indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment, and set this date for the Public Hearing. This year, the assessments are proposed to increase by CPI (1.3%) in Special Zones 4, 7, 8, 14, 15, 16, 17, and 18 as allowed for in their formation or by previous approval.

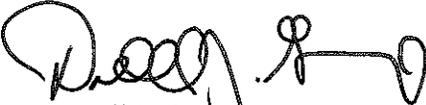
ITEM 16. This is an Urgency Ordinance to adopt a moratorium on establishing, locating, or operating new smoke shops in the City, along with any associated license, permit, or conditional use permit for tobacco smoking establishments. Over the past few years, the number of businesses that sell tobacco, smoking paraphernalia, and vapor or e-cigarettes has increased, and inquiries about establishing additional facilities have become more common. There are several public safety concerns related to this trend, and staff feels that it is appropriate to place a moratorium on all new facilities while research is completed to develop more effective regulatory policies and requirements.

Also of some concern are tobacco smoking establishments that are allowed with a conditional use permit in the General Commercial (C-G) zone. While there are no tobacco smoking establishments in the community that have received a conditional use permit, it is a use issue that warrants analysis when considering appropriate local regulation. Currently, there are six establishments in the City that sell tobacco, smoking paraphernalia, and vapor or e-cigarettes as the primary use. This moratorium would not impact any of these establishments, only new establishments attempting to locate in the City.

ITEM 17. This item is to consider approval of the Memorandums of Understanding with the City of Duarte employees, and related resolutions. The City of Duarte has two employee bargaining units: the General Employees and the Management & Professional Employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). The City most recently entered into Memorandums of Understanding (“MOUs”) with these two bargaining units in

2011. These MOUs are scheduled to expire on June 30, 2013. In anticipation of this expiration, the representatives of the two bargaining units submitted a joint proposal in April 2013. The Assistant City Manager and a labor attorney analyzed the proposal, met with the City Manager and City Council, and presented a counter proposal to the bargaining units. After several meetings with both the bargaining units and City Council, a tentative agreement has been prepared and the terms have been incorporated into the draft MOUs. The MOUs are scheduled to go to the Union members for ratification on Monday, June 24th; therefore the terms are not final. If the MOUs are NOT ratified, this item and the related resolutions will be pulled off the agenda. If they are ratified, the final drafts of the MOU will be presented to the City Council and will be available to the public for review.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Darrell J. George', with a stylized flourish at the end.

Darrell J. George
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – JUNE 11, 2013

CALL TO ORDER The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Finlay called the meeting to order at 6:00 p.m.

RECORDATION OF ATTENDANCE The following were in attendance:
PRESENT: Fasana, Paras-Caracci (6:02 p.m.), Reilly, Reyes (arrived prior to Closed Session), Finlay
ABSENT: None
ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Slater

ADOPTION OF AGENDA Reilly moved, Fasana seconded to adopt the Agenda, and carried unanimously.

CLOSED SESSION
1) Existing Litigation
2) Labor Negotiations There was no public input. Slater stated the first Closed Session Conference was pursuant to Government Code Section 54956.-9(d)(1); Conference with Legal Counsel; Existing Litigation (two cases), *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. The second Closed Session is pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Negotiators: Darrell George, Kristen Petersen; Regarding SEIU Local 721 Management and Professional Employees and General Employee Units. The Closed Session concluded at 6:50 p.m. City Council reconvened at 7:03 p.m.

PLEDGE TO THE FLAG Judy Blake led the Pledge of Allegiance to the Flag.

MOMENT OF REFLECTION A moment of reflection was observed.

FITNESS/MENTAL WARM-UP George and Finlay provided the warm-up.

PUBLIC REPORT OF CLOSED SESSION Slater reported that during the first Closed Session, City Council received an update on the status of the cases, with no reportable action taken. During the second Closed Session, City Council received an update from the negotiators, with no reportable action taken. Slater stated at the conclusion of the negotiations, the contract will be acted upon in an open meeting.

6/11/13

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SPECIAL ITEMS

Recognition – DUSD Track Meet Qualifiers

Teesha Tarr, Fitness Center Supervisor, described the track meet events and competitions. Mayor Finlay presented certificates to the youth that qualified to compete in the Southern California Municipal Athletic Federation Track and Field Championship Meet, and congratulations were extended.

Recognition – Judy Blake Woman’s Club Award

Mayor Finlay introduced Judy Blake, and presented her with a certificate in recognition of her being named Woman of the Year by the Duarte Woman’s Club.

Presentation – Gold Line

Habib Balian, Gold Line Construction Authority, presented an update on the status of the Gold Line construction, including schedule, budget, parking, Duarte station progress, operations campus, crossings, community outreach and future segments.

ANNOUNCEMENTS

Mayor Pro Tem Reilly introduced her mother, Anna Nowak, announced today is her 97th birthday, and presented her with a bouquet of flowers.

K.C. Caracci, Route 66 Parade, announced parade date is September 28, the theme is “Gateway to Hope,” and the community grand marshals are Claudia and Alan Heller.

Joanna Gee, Duarte Library, announced upcoming pre-school, toddler, teen, and adult programs in June.

Tina Carey, Duarte Kiwanis, announced Relay for Life on June 29-30 at Northview.

Guadulesa Rivera, Glendale Adventist, presented an award to the City Council from the Coalition of Arts and Advocacy About Tobacco for adopting the tobacco retail license policy.

Karen Herrera announced upcoming community events, meetings, and programs in June, July, and August.

Henry Baltazar invited attendance at Save Our Foothills meeting next Wednesday at Denny’s at 7:00 p.m.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.

Wayne Brown – Metro, SR 710, information meetings.

Carol Ciminelli – Golf course, hotel.

Jack Collins – Media team car wash.

Brian Villalobos – Introduced Sgt. John Carter

City Manager George read the following statement:

Recently, a lot of inaccurate information has been circulated throughout the community regarding the Rancho Duarte Golf Course. The golf course does have new ownership: Americanasia Investment LLC. To date, the new owners have met with staff to introduce themselves and express their vision to make improvements at the course, including the possible pursuit of a new hotel, restaurant, and clubhouse. At this time, the City has not approved plans to build a hotel, nor have any applications been filed or design plans been submitted by the new owner.

Current zoning of the property does not permit a hotel at the site. Any change of use at the golf course will require a detailed process including approval from the City Council. Furthermore, no change in zoning would occur without public meetings and written notification to surrounding residents and businesses. Any proposal to develop the property with uses such as a hotel, housing, commercial, or other similar uses would require a general plan amendment and a change of zoning. Development of this property would also require an environmental impact report. To begin this process, the property owner or a developer would need to file a complete application that clearly defined the type of development that was desired. During this environmental impact report stage of the project, there would be public meetings to gather input from all parties, and all potential impact issues would be addressed, such as the impact of building on a landfill area, the status of the current methane extraction system, neighborhood impact, traffic and circulation, noise, aesthetics, and other similar issues.

Another issue recently raised is the condition of the methane extraction system. The South Coast Air Quality Management District (AQMD) monitors the methane extraction system monthly, and is the lead agency when it comes to the potential replacement of the existing system. Readings have been at a zero percent emission level for approximately the past 24 months.

CONSENT CALENDAR

Fasana moved, Paras-Caracci seconded to approve the Consent Calendar as follows, with the Minutes (Item A) showing the Mayor Pro Tem as signer, and carried unanimously.

Approve Items A, B, C, E, F, G, I.

Receive and File Item D, J, K.

Remove Items H.1, H.2, H.3

RESOLUTION NO. 13-11
Route 66 Parade/Mt. Olive
Off-ramp

Item G – 13-R-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, SUPPORTING THE DUARTE ROUTE 66 PARADE AND AGREEING TO ACCEPT LIABILITY AND MAINTENANCE FOR DETOUR-ED TRAFFIC FROM THE MOUNT OLIVE OFF-RAMP

ITEMS REMOVED
Items H.1, H.2, H.3
Election Resolutions 11/5/13

Slater stated these resolutions are required to hold the General Municipal Election on November 5, 2013, and to request that the election be consolidated with Los Angeles County.

Item H.1 – Council Bill 13-R-12
Calls Election 11/5/13

Item H.1 – 13-R-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2013, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

Item H.2 – Council Bill 13-R-13
Requests Consolidation with
County

Item H.2 – 13-R-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF

LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2013, WITH THE DUARTE UNIFIED SCHOOL DISTRICT ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

Item H.3 – Council Bill 13-R-14
Candidate’s Statements

Item H.3 – 13-R-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2013

RESOLUTION NO. 13-12
RESOLUTION NO. 13-13
RESOLUTION NO. 13-14

Reyes moved, Fasana seconded to approve Items H.1, H.2, and H.3, and adopt Resolutions No. 13-12, 13,13, and 13-14, and carried unanimously.

BUSINESS ITEM
Fiscal Year 2013-14 Budget
City Council/Housing Authority

George provided brief introductory comments about the 2013-14 budget, and thanked staff and Department Heads for their efforts.

Petersen provided a detailed presentation about the proposed 2013-14 City of Duarte operating budget with the philosophy “Keep Budget Status Quo,” including review of 2012-13 budget, challenges, accomplishments, staffing, projected general fund revenues/expenditures, program expenses, projected reserves, other City funds, Housing Authority, and future workshops.

There was discussion about expenditures, potential cuts, revenue options, incremental sales tax increases, gas tax, and internet sales.

Fasana moved, Reyes seconded to adopt the Fiscal Year 2013-14 City of Duarte/Housing Authority budget as presented, per staff recommendation, and carried unanimously.

ORAL COMMUNICATIONS
(Continued)

The following spoke on items not on the Agenda.
Steve Hernandez – Particulates, mining.
Jack Ochoa – Skills USA.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

REYES: Congratulated Luis Sedano, Faith Franco, and their coaches for their boxing wins in Puerto Rico and Tahiti, and asked that they be recognized at the next meeting, asked for an update on the senior transportation provided by the individuals who were here two months ago, attended El Centro de Accion Social meeting regarding a grant dealing with violence, stated movie night at Beardslee was great, attended Mt. Olive graduation and Duarte High School senior breakfast, congratulated all those who received scholarships and awards, congratulated the local LULAC chapter for receiving the State LULAC of the Year award, and requested a presentation by LAEDC concerning the

information provided at the International Trade Outlook conference he attended in Long Beach about global economy.

FASANA: Stated at the SGVCOG meeting, the vote was to support the separation of the Alameda Corridor East from the San Gabriel Valley COG, attended the School Band Concert, stated David Longoria is a phenomenal musician, asked for an update at the next meeting about the bike trail link with L.A. County, the Corps of Engineers, and others, for which we received a grant a number of years ago, stated regarding the golf course, there is a conceptual drawing out there, he supports open space zoning, and would not support encroachment on open space.

REILLY: Inquired if there have been golf course improvements (George stated the interior is being watered more, it looks adequate, the perimeter needs some work, and it is better than six months ago), attended Spring Concert with David Longoria and stated he is a Duarte resident, congratulated all graduates at Mt. Olive, Northview, and the High School, and read a portion of an article in the Star News about tourism, and jobs in leisure and hospitality.

FINLAY: Congratulated all graduates, stated the Ed Foundation gave out scholarships, provided information to the City Manager from the Community, Economic, and Human Development Committee of SCAG regarding a \$70 million grant funding program, and provided information to the City Manager from the Inland Empire Regional Composting authority regarding soil compost that is available at no charge to cities affiliated with the Sanitation Districts.

Steve Hernandez stated government should be open, and discussed a friendship city.

ADJOURNMENT

Reyes moved, Reilly seconded to adjourn the meeting at 9:25 p.m., in memory of Ron Nakamura, to the Adjourned Regular Meeting of June 18, 2013, at 5:00 p.m., in the City Hall Conference Room, and carried unanimously.

Mayor Margaret Finlay

ATTEST:

City Clerk

MINUTES

**CITY COUNCIL OF THE CITY OF DUARTE
ADJOURNED REGULAR JOINT MEETING – JUNE 18, 2013**

CALL TO ORDER

The City Council of the City of Duarte met in an adjourned regular meeting in the Duarte City Hall Conference Room, 1600 Huntington Drive, Duarte, California. Mayor Finlay called the meeting to order at 5:06 p.m.

The following were in attendance:

PRESENT: Fasana, Paras-Caracci (arrived during the Closed Session), Reilly, Reyes, Finlay

ABSENT: None

ADMINISTRATIVE STAFF PRESENT: City Manager George, Assistant City Manager Petersen, Special Counsel Kelly Trainer

ADOPTION OF AGENDA

Reilly moved, Reyes seconded to adopt the Agenda, and carried unanimously.

**CLOSED SESSION
Conference with Labor
Negotiators**

There was no public input. The Closed Session is pursuant to Government Code Section 54957.6; Conference with Labor Negotiators; Negotiators: Darrell George, Kristen Petersen; Regarding SEIU Local 721 Management and Professional Employees and General Employee Units. The Closed Session concluded at 5:21 p.m.

**PUBLIC REPORT OF
CLOSED SESSION**

Trainer stated the City Council held a confidential and privileged Closed Session with its labor negotiators, and discussed the status of the negotiations, with no reportable action taken.

ADJOURNMENT

Reilly moved, Paras-Caracci seconded to adjourn the meeting at 5:22 p.m., to the Regular Meeting of June 25, 2013, at 4:30 p.m. to conduct interviews for the Mayor's Youth Council, and carried unanimously.

ATTEST:

Mayor Margaret Finlay

City Clerk

RECEIVED

JUN 12 2013

CITY OF DUARTE



MEMORANDUM

TO: CITY COUNCIL
FROM: COMMISSIONER Tony Molina
SUBJECT: NOTICE OF ABSENCE FROM EDC COMMISSION MEETING
DATE: 6/5/13

REASON FOR ABSENCE

ACCIDENT VACATION
 SICKNESS OTHER *
 DEATH IN FAMILY

DATE OF MEETING ABSENCE 6/5/13

* EXPLANATION OF ABSENCE _____

Tony Molina
Signature

* * * * *

Absence noted by City Council

Date



MEMORANDUM

TO: CITY COUNCIL
FROM: COMMISSIONER Nathan Kirschenbaum
SUBJECT: NOTICE OF ABSENCE FROM Economic Development COMMISSION MEETING
DATE: 6-5-2013

REASON FOR ABSENCE

ACCIDENT VACATION
 SICKNESS OTHER *
 DEATH IN FAMILY

DATE OF MEETING ABSENCE 6-5-2013

* EXPLANATION OF ABSENCE Flu & Ear Infection

Matthew M.
Signature

* * * * *

Absence noted by City Council

Date

MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: June 25, 2013
SUBJECT: HOLIDAY SCHEDULE FOR JULY 4, 2013

Background

Each fiscal year the City Council adopts a resolution establishing a holiday schedule for City employees. Given that we are in the final phases of negotiating the terms of the 2013/14 Memorandums Of Understanding (MOUs) and that July 4th is coming up next week, staff is recommending that City Council adopt a resolution that identifies July 4, 2013 as the one holiday that is approved at this point. However, we will bring back the rest of the Holiday schedule for City Council approval once we have completed the terms of the MOU and we know the total number of holiday hours negotiated.

Recommendation

It is recommended that the City Council adopt Resolution 13-R-17A establishing that July 4, 2013 will be a recognized holiday for City employees.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING A HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR THE MONTH OF JULY 2013

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 the month of July 2013 is hereby established.

| Holiday | Date | Day | Holidays |
|------------------|--------------|----------|------------------------------|
| Independence Day | July 4, 2013 | Thursday | 10 F/T hours 7½ 3/4 hours |

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

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2013.

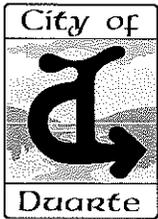
Mayor Margaret Finlay

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. 13-17A was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 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: PARKS AND RECREATION COMMISSION

SUBJECT: DUARTE COMMUNITY SERVICE COUNCIL REQUEST TO
WAIVE TOURNAMENT FIELD RENTAL FEES

DATE: JUNE 11, 2013

At the June 10 meeting of the Duarte Parks and Recreation Commission, the commission was petitioned by the Duarte Community Service Council for the waiving of fees associated with the use of the fields for conducting a fundraiser softball tournament to support their services to the community.

The all-volunteer Duarte Community Service Council is a long established non-profit organization that has worked in Duarte since 1947 and provides short-term assistance to local needy families. Non-perishable food items and food vouchers and baby supplies are provided on an emergency need basis to Duarte families year round. The proposed tournament would raise funds to support these services. The total rental cost is \$250.00 plus a \$50 cleaning and damage deposit.

Reyes moved and Cook seconded to approve the waiving of the \$250.00 fees for the tournament. The \$50.00 deposit will still be required. The motion carried unanimously.

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/20/13

Re: Approval of Amendment No. 2 to the Services Agreement Between the City of Duarte and Levon Yotnakhparian for City Council Meeting Cable Casting/Internet Viewing

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City Amendment No. 2 to the existing services agreement between Levon Yotnakhparian and the City of Duarte for City Council meeting cable casting and internet viewing services. (Attachment A)

Discussion: Since January of 2001, the City of Duarte has been in a service agreement with the Levon Yotnakhparian for City Council meeting Cable Casting services. The rate is \$800 per meeting for these services with Mr. Yotnakhparian.

The amendment also reflects the following contractual provisions: reducing the 90-day termination clause to 45 days which is more in line with the City's standard professional services agreements; a back up plan in the event additional community center cameras break down resulting in Mr. Yotnakhparian providing mobile camera equipment to complete the taping and, establishing a 72 hour timeframe to upload Council meetings to the DCTV website.

Fiscal Impact: The approximate cost of the 12-month services agreement is \$18,400 reflecting 23 City Council meetings. This is a reduction of approximately \$600 per month or \$7200 per year from the original agreement dated January 9, 2001.

ATTACHMENTS: Original Agreement, Amendment No. 1, Amendment No. 2

**AMENDMENT NO. 2 TO AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND LEVON YOTNAKHPARIAN**

THIS AMENDMENT NO. 2 TO AGREEMENT (“Amendment No. 2”) by and between the CITY OF DUARTE, a municipal corporation (“City”), and LEVON YOTNAKHPARIAN, an individual (“CONTRACTOR”), is made and entered into as of June 25, 2013 (“Effective Date”).

RECITALS:

A. City and Contractor desire to enter into the Amendment as set forth below.

AMENDMENT:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree as follows:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. Amendments to Agreement. The Agreement is amended as follows:

A. Add the Clause **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2014 unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

B. In the section titled “Contractor shall perform the following services,” replace No. 2 with the following:

City Meetings: Provide staff and production support to telecast at City’s discretion any and all regular and special, non-study session City Council meetings, throughout the year with a minimum of two (2) meetings each month of the City’s choice being telecast. Additions to the minimum meeting coverage will be requested by the City and agreed to on a case by case basis between Consultant and the City. All meetings will be taped and available for broadcast within 24 hours and on the DCTV website within 72 hours. At such time the City has the infrastructure in place to broadcast meetings live, Consultant will do this, with additional showings available after 48 hours. Consultant will encode and index City Council meetings for use on the web.

C. Replace No. 1 on page 2 with the following:

1. City agrees to pay Contractor, One Thousand Six Hundred dollars per month based on the filming of two (2) meetings per month at Eight Hundred dollars (\$800) per meeting. If the City Council is not meeting for any reason, the Contractor will not be paid for that meeting. The amount shall constitute full reimbursement to Contractor for all direct and indirect costs incurred including compensation of Contractor’s employees.

- D. Replace Termination language on Page 2 with the following:
 - 1. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving 45-day written notice upon Consultant. Upon presentation of such notice, Contractor may continue to work through date of termination and shall be paid value of work performed during this period.
- E. Add to first recital, under the second No. 4 on Page 2 with the following:
 - 1. In the event of a breakdown of telecast equipment, provide camera and/ or cameras to shoot the regular or special session of the City Council during the requested period at no additional costs to the City.

Section 3. No Other Amendments. Except as set forth above, the Agreement shall remain in full force and effect.

Section 4. Effective Date. The Effective Date of this Amendment No. 2 shall be July 1, 2013.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 2 to be effective as of the Effective Date.

CONTRACTOR

Date: _____

By: _____
Levon Yotnakhparian

CITY OF DUARTE

Date: _____

By: _____
Darrell J. George, City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:

Dan Slater, City Attorney

**AMENDMENT NO. 1 TO AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND LEVON YOTNAKHPARIAN**

THIS AMENDMENT NO. 1 TO AGREEMENT (“Amendment No. 1”) by and between the CITY OF DUARTE, a municipal corporation (“City”), and LEVON YOTNAKHPARIAN, an individual (“CONTRACTOR”), is made and entered into as of June 26, 2012 (“Effective Date”).

RECITALS:

A. City and Contractor entered into that certain Agreement dated January 9, 2001 (“Agreement”), a copy of which is attached hereto as Exhibit “A”.

B. City and Contractor desire to amend the Agreement as set forth below.

AMENDMENT:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree as follows:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. Amendments to Agreement. The Agreement is amended as follows:

A. Add the Clause **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2013 unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

B. In the section titled “Contractor shall perform the following services,” replace No. 2 with the following:

City Meetings: Provide staff and production support to telecast at City’s discretion any and all regular and special, non-study session City Council meetings, throughout the year with a minimum of two (2) meetings each month of the City’s choice being telecast. Additions to the minimum meeting coverage will be requested by the City and agreed to on a case by case basis between Consultant and the City. All meetings will be taped and available for broadcast within 24 hours and on the DCTV website within 72 hours. At such time the City has the infrastructure in place to broadcast meetings live, Consultant will do this, with additional showings available after 48 hours. Consultant will encode and index City Council meetings for use on the web.

C. Replace No. 1 on page 2 with the following:

1. City agrees to pay Contractor, One Thousand Six Hundred dollars per month based on the filming of two (2) meetings per month at Eight Hundred dollars (\$800) per meeting. If the City Council is not meeting for any reason, the Contractor will not be paid for that

meeting. The amount shall constitute full reimbursement to Contractor for all direct and indirect costs incurred including compensation of Contractor's employees.

D. Replace Termination language on Page 2 with the following:

- 1. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving 45-day written notice upon Consultant. Upon presentation of such notice, Contractor may continue to work through date of termination and shall be paid value of work performed during this period.

E. Add to first recital, under the second No. 4 on Page 2 with the following:

- 1. In the event of a breakdown of telecast equipment, provide camera and/ or cameras to shoot the regular or special session of the City Council during the requested period at no additional costs to the City.

Section 3. No Other Amendments. Except as set forth above, the Agreement shall remain in full force and effect.

Section 4. Effective Date. The Effective Date of this Amendment No. 1 shall be the latest of the dates set next to the signatures of the parties hereto, which latest date shall be inserted into the preamble to this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 1 to be effective as of the Effective Date.

CONTRACTOR

Date: _____

By: _____
Levon Yotnakhparian

CITY OF DUARTE

Date: _____

By: _____
Darrell J. George, City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:

Dan Slater, City Attorney

AGREEMENT

This agreement is made and entered into as of the 9th day of January, 2001 by and between the CITY OF DUARTE, a municipal corporation, hereinafter referred to as "CITY," and LEVON YOTNAKPARIAN, an individual, hereinafter referred to as "CONTRACTOR."

WHEREAS, City has determined that public participation in local government activities will be enhanced by the cablecasting of City Council meetings; and

WHEREAS, City has a need for technical assistance in the design, acquisition, and installation of cablecasting equipment; and

WHEREAS, City requires assistance with the production for the broadcast of City Council meetings; and

WHEREAS, from time to time the City may have other events it wishes to broadcast, or the need for additional technical assistance with other cablecasting issues; and

WHEREAS, Contractor has the background and expertise to provide such assistance, including working with Duarte Public Access Television and the Duarte Unified School District's Regional Occupation Program;

NOW THEREFORE, City and Contractor, for the consideration herein described, do mutually agree as follows:

Contractor shall perform the following services:

1. Contractor shall meet with City staff and consultant(s) and provide assistance as directed for the design, acquisition, and installation of a system to cablecast City Council meetings.
2. Contractor shall provide services as needed for the production of audio-visual tapes suitable for the broadcast of all regularly scheduled City Council meetings. Broadcast tapes shall be provided to Duarte Public Access Television the day immediately following each meeting. In the event that the City elects to initiate live broadcasts, Contractor shall make all necessary adjustments to his work effort.
3. With City approval, Contractor may provide other services, as needed, including the production of audio-visual tapes for special meetings and events.
4. For the purpose of the services contemplated by this Agreement, Contractor shall report to and shall take direction from the City Manager or the City Manager's designee.

1. Contractor shall be paid a fee of \$1,100.00 for production for cablecasting of each regularly scheduled City Council meeting. This amount shall constitute full reimbursement to Contractor for all direct and indirect costs incurred including compensation of Contractor's employees.
2. Contractor will be paid on a time and materials basis for any work authorized by the City outside the scope of Section 1 above. Contractor's time shall be compensated at the rate of \$25.00 per hour.
3. In the event that City requires Contractor to provide services for special meetings or events, or for matters not contemplated in Sections 1 and 2 above, City and Contractor shall undertake good faith negotiations to determine consideration.
4. Contractor shall invoice City for services rendered on a bimonthly basis. Invoices shall contain a summary of services rendered and corresponding dates.

City shall provide the necessary audio-visual equipment, tapes, and working space for Contractor to perform services. City shall also supply other materials and supplies that are reasonably necessary to the performance of the work required.

This agreement may be terminated by either party upon the provision of ninety (90) days written notice. Upon the presentation of such notice, Contractor may continue to work through the date of termination. Upon termination, Contractor shall be paid the value of all work performed, less payment previously made.

All tapes, documents, and reports prepared by Contractor pursuant to this agreement shall be considered the property of the City and, upon payment for services performed by Contractor, such documents and other identified materials shall be delivered to the City.

Contractor shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of Contractor be considered as an employee City.

This Agreement is not assignable either in whole or in part by Contractor without the written consent of City.

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

Contractor hereby agrees to, and shall hold City, its elective and appointed boards, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from Contractor's negligent acts, errors, or omissions under this Agreement. Contractor agrees to and shall defend City and its elective and appointive boards, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors, or omissions.

City hereby agrees to, and shall hold Contractor, its officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors, or omissions under this Agreement. City agrees to and shall defend Contractor and its officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors, or omissions.

All notices required by this Agreement shall be given to City and Contractor in writing, by first class mail postage prepaid, addressed as follows:

City: Assistant City Manager
City of Duarte
1600 Huntington Drive
Duarte, California 91010

Contractor: Levon Yotnakhparian
495 Royal View Street
Duarte, California 91010

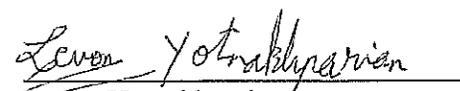
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date entered above by their duly authorized officers.

CITY OF DUARTE:

CONTRACTOR:



Mayor James D. Kirchner



Levon Yotnakhparian

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: June 25, 2013
**Subject: Approval –Agreement for Professional Services with Barrow/Hoffman
Public Relations**

Recommendation

It is recommended that the City Council approve and authorize the City Manager to execute a professional services agreement with Barrow/Hoffman Public Relations that would extend the contract through June 30, 2014 at the rate of \$2500 per month plus authorized reimbursable expenses.

Background

Barrow/Hoffman Public Relations was founded in 1983 and has been working with the City of Duarte for more than fifteen years in the area of public relations and community promotions. The services for which Barrow/Hoffman has provided the City of Duarte have included, among other things; media contact and relations; preparation and distribution of public information materials and news releases; and the promotion and generation of media coverage on City news, events, and activities.

The current agreement is set to expire on June 30, 2013 at a cost of \$2,500 (excluding miscellaneous expenses) per month for up to 33 hours of services. Consultant is required to submit monthly invoices and reports to the City showing actual services performed.

Fiscal Impact

Barrow/Hoffman contractual costs were approved as part of the FY 13-14 budget in the total of \$30,000.

Attachment - Contract

CITY OF DUARTE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of July 1, 2013 ("Effective Date"), by and between the **CITY OF DUARTE**, a municipal corporation ("City") and **MARY BARROW dba BARROW/HOFFMAN PUBLIC RELATIONS** ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties."

AGREEMENT:

In consideration of the mutual covenants and conditions set forth herein the foregoing Recitals which are incorporated herein and made a part hereof, 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 June 30, 2014 year 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 those services set forth in the "Scope of Services" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder.
- 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

- A. The City's City Manager shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, including the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant.
- B. Consultant communications with the City shall be routed through the Deputy City Manager and authorized City staff.

4. COMPENSATION

- A. City agrees to pay Consultant, in accordance with the payment rates and terms set forth in **Exhibit "B"** and incorporated herein by this reference; provided, however, that in the event of any inconsistency between the terms of **Exhibit "B"** and the main text of this Agreement, the main text of this Agreement shall apply. Subject to the Deputy City Manager's authority set forth in subparagraph (B) below, the total compensation paid to Consultant hereunder shall not exceed THIRTY THOUSAND DOLLARS (\$30,000) ("Total Compensation") for the total term of this Agreement, which shall be payable in TWELVE (12) monthly installments of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.00) as set forth in Paragraph 4.C below. Consultant's Total Compensation shall be based on *33 hours per calendar month* and shall not include out-of-pocket expenses necessary for the performance of the services, such as those listed in **Exhibit "B"**, subject to the reasonable approval of the City. Such out-of-pocket expenses shall not, however, include (a) costs associated with the operation of Consultant's business, including but not limited to administrative costs, employee costs, overhead, insurance costs (including but not limited to the cost to provide the insurance required by this Agreement), cost of benefits, rent, and costs to procure required permits or licenses, or (b) extraordinary expenses unless Consultant, *prior to* incurring such extraordinary expenses notified City in writing and City determines such expenses are extraordinary and authorizes Consultant to incur such expenses, in which case City shall be responsible to reimburse Consultant for such extraordinary expenses. Consultant shall perform all or some services in a given month as assigned by City. If the time required to perform the assigned services would otherwise cause the compensation, if calculated on an hourly rate basis to exceed the total monthly compensation, Consultant must notify City in writing prior to incurring those expenses. The City will approve or disapprove the request in the City's sole discretion.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance by the Deputy City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Deputy City Manager and Consultant at the time City's authorization is given. The Deputy City Manager may approve additional work up to but not exceeding ten percent (10%) of the amount of this Agreement.
- C. Consultant shall be paid on a monthly basis in TWELVE (12) equal installments of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.00) each, provided that Consultant submits monthly invoices as set forth in Paragraph A of *Exhibit B hereto and submits monthly reports to City 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 Consultant shall be entitled to the pro rata portion of the fee earned to the date of termination, or if the reason for the termination is failure by Consultant to have timely performed the services set forth in **Exhibit "A"**, City shall be entitled to receive a return of the fee paid to Consultant, or applicable portion thereof. 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 upon not less than thirty (30) days' prior written notice to the City.

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 examine and audit such 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 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 Deputy City Manager.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability 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. If applicable, Worker's Compensation insurance providing statutory benefits as required by California law.
- D. All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:
 - (i) 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.
 - (ii) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
 - (iii) 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 except for professional liability; (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.

- (iv) 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.
- E. 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. 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.
- F. 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. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
- G. 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.
- H. 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: City of Duarte
 City Manager's Office
 1600 Huntington Drive
 Duarte, CA 91010

If to Consultant: Mary Barrow
 Barrow/Hoffman Public Relations
 2998 Hacienda Drive
 Duarte, CA 91010

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 non-defaulting 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:
MARY BARROW dba BARROW/HOFFMAN
PUBLIC RELATIONS**

By: _____
Darrell George, City Manager

By: _____
Mary Barrow

Date: _____

Date: _____

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Dan Slater, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

PUBLIC RELATIONS SERVICES

SCOPE OF SERVICES

Services which are normal and customary in the industry, including, but not limited to: Media contact and media relations; Prepare and distribute public information materials including news releases; Prepare newsletters and advertisements, as required; Coordinate promotional events and activities; Promote and generate media coverage of City news, events and activities; Arrange/coordinate media interviews, attend council meetings and other civic events, as requested by Deputy City Manager, for the purpose of assisting with the handling of public information/media relations.

EXHIBIT B

PAYMENT RATE & TERMS

- A. The City of Duarte shall pay monthly installments of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.00) toward the Total Compensation. Invoices for this monthly installment shall be submitted to City by Consultant on the first of each month, commencing on July 1, 2013, along with an itemized invoice of reimbursable expenses incurred in the prior month together with appropriate documentation for such reimbursable expenses. Payment for reimbursable expenses shall be subject to the reasonable approval of the City. Payment for expenses incurred in the final month of the Agreement (i.e., June 2014) shall be paid either, at City's discretion, on or about June 30, 2014, or in July 2014.

- B. Reimbursable expenses include: telephone calls, messenger and delivery services, postage, mileage, photocopying (at a per page rate approved by City), and other reasonable expenses.

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 6/20/13
Re: **Services Agreement and Lease Agreement Approvals Between the City and the Duarte Chamber of Commerce**

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City both the 2013-14 *Services Agreement in the amount of \$35,050* and the Building Lease Agreement in the amount of \$150 per month with the Duarte Chamber of Commerce. The Services Agreement is in the amount of \$35,050 and the Lease Agreement is set at a monthly rate of \$150 per month generating approximately \$1800 in annual revenue.

Background: For over four decades, the City of Duarte has entered into service and/or lease agreements with the Duarte Chamber of Commerce to work in support and promotion of the Duarte business community. Historically, the Chamber has faithfully, and with good results executed these services outlined in the agreements. The last service agreement executed between the two entities was for the period of July 1, 2012 to June 30, 2013 in the amount of \$35,050. The last building lease agreement, on the other hand, was at a \$150 per month rate and was executed on July 1, 2012 and will expire on June 30, 2013.

Services Agreement Discussion: At its recent annual retreat, the Chamber staff and Board discussed its continued focus on business retention and job development. This focus is more specifically highlighted in Attachment A of the proposed Services Agreement. Areas such as the development and coordination of the Business Visitation Program; conducting meaningful surveys of Chamber members; to gather information on business-related topics; and continue working with the Foothill Workforce Investment Board (FWIB) are identified in the new scope of work. In addition, programs and seminars that will benefit Duarte businesses; the Duarte View and the DuarteChamber.com web site and, providing at least one free seminar on a current, business related topic per calendar quarter highlight the new year.

Traditional Services, performed include but are not limited to:

- Maintaining regular office hours with qualified personnel;
- Favorably advertising Duarte as a place to do business and highlight advantages of the City;
- Conferring with businesses to do business in Duarte;
- Welcoming new businesses to town;
- Conducting programs such as seminars to help local businesses;
- Providing financial and activity reports to the City of Duarte;
- Including news and other information provided by the City in its various publications;
- Providing commissioner recommendations for two City Commissions, i.e. Public Safety/EDC

Lease Agreement Discussion: The annual lease for between the City of Duarte and the Duarte Chamber of Commerce is for approximately 817 sq. ft. of office space at 1644 Third Street for a period of one year

terminating on June 30th 2014. Highlights of the lease include a continuing monthly payment of \$150; City payment of all utility charges, with the exception of cable, telephone and internet; million dollar insurance coverage policies in the areas of liability, auto, property and workers compensation, and a one year term to coincide with the Services Agreement approval process.

Fiscal Impact: The total of the 12-month services agreement is \$35,050. The appropriation of funds to Account #1020-7710 for \$35,050 was adopted as part of the FY 2013-14 budget process. Annual compensation will be paid in two installments; one prior to July 30th and the other prior to January 30th 2014. The Chamber of Commerce will continue to pay the City \$150 per month for the use and occupancy of 1644 Third Street, Duarte, CA. Revenue derived from the lease is approximately \$1800 per fiscal year.

ATTACHMENTS:

Attachment A - Chamber Services Agreement 2013-14

Attachment B - Chamber Lease Agreement 2013-14

**SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND THE DUARTE CHAMBER OF COMMERCE**

This Services Agreement is made and entered into as of July 1, 2013 ("Effective Date"), by and between the City of Duarte, California, a municipal corporation (hereinafter referred to as "City"), and the Duarte Chamber of Commerce, a California corporation (hereinafter referred to as "Chamber").

RECITALS:

WHEREAS, the City and Chamber desire to work collaboratively in the support and promotion of the Duarte business community; and

WHEREAS, the City and Chamber agree that only by working collaboratively can they serve the needs of the business community, create an environment where business can succeed and prosper, and enable all members of the community to benefit from the results.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, and of the mutual promises and covenants hereinafter contains, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **AGREEMENT TERM; COMPENSATION.** This Agreement shall be effective for the period July 1, 2013 through June 30, 2014 ("Agreement Term"). The City shall pay the Chamber the sum of \$35,050 ("Compensation") for the Agreement Term for the services set forth herein. The Compensation shall be paid in two installments; the first by July 30, 2013 and the second by January 30, 2014.

The Chamber shall place the Compensation set forth in Section 1 in a a separate account from other Chamber revenues and not utilize the Compensation to pay for the cost of fabricating, producing, printing, mailing, or distributing any tangible item including Chamber publications, including but not limited to newspapers such as and including the Duarte View, newsletters, flyers, or any DVDs, CDs, or videotapes which would constitute a "mass mailing" under Government Code Section 89001 as defined by Section 18901 of the Regulations of the Fair Political Practices Commission of the State of California (2 C.C.R. § 18901)."

2. **SERVICES**

A. The Chamber agrees to provide the following services listed below and the additional services listed on Exhibit "A" which is incorporated herein:

- 1) Maintain regular office hours with qualified personnel.
- 2) Favorably advertise Duarte as a place to do business and extol advantages of the City.
- 3) Confer with businesses to do business in Duarte.

- 4) Welcome new businesses to town.
 - 5) Conduct programs such as seminars to help local businesses.
 - 6) Provide the Chamber's financial statements to the City.
 - 7) Include news and other information provided by the City in its various publications.
- B. To implement the services set forth in Paragraph A, the Chamber, among its other activities, shall provide the following specific services:
- 1) Referral Service – The Chamber shall recommend its members to callers asking for goods and services.
 - 2) Publicity and Promotion - Activities include Chamber mixers, ribbon-cutting business openings, announcements by email, publication of Business Directory, Duarte View and Duarte map.
 - 3) Networking – The Chamber shall establish Committees and present various Chamber functions to provide members with an opportunity to meet and work with other members of the business, civic, and residential community.
 - 4) Information – The Chamber office shall provide all who inquire with information about business opportunities within the City, and shall respond to a variety of queries from the general public regarding the community. The Chamber shall update and provide on-line updated lists such as a Church Directory and a Community Organization Directory, which are available to the public.
 - 5) Advertising – The Chamber, through the Duarte View, Duarte map, the Chamber website, email, and the Duarte Business Directory, shall provide businesses with a means of advertising their goods, discounts and services to the local community.
 - 6) Seminars/Workshops – The Chamber shall provide members of the business community with help and insight into business matters. Special programs and activities shall be developed to answer the needs of local businesses and assist members in their efforts to be successful.
- C. The following additional terms are hereby agreed to by Chamber and City:
- 1) That the Chamber is a business organization.
 - 2) That the Chamber is the voice and the advocate for its members and, as such, is charged with the responsibility of keeping its members informed and updated on issues that affect the business community.

- 3) That it is appropriate for the Chamber to speak on behalf of its members and advocate the interests, desires, and concerns of its members.
- 4) That the Chamber will provide its members with a forum for the discussion of issues affecting the business community.
- 5) That as an organization representing the business community, the Chamber is bound to bring to the attention of the City its organizational positions on issues of importance to its members.
- 6) That through discussion, led by a mutual desire to work harmoniously together, the City and the Chamber will endeavor to seek avenues for consensus and solutions to problems that negatively impact the local business community.
- 7) That despite the best efforts on the parts of the City and the Chamber, there will be times when the City and the Chamber may take adverse positions. The parties agree when the City and Chamber disagree on issues to do so with respect for differing opinions and positions.
- 8) The Chamber shall not endorse City Council candidates for election.

3. TERMINATION. This Agreement shall automatically expire upon conclusion of the Agreement Term. This Agreement may be earlier terminated by either party giving the other written notice of the desire to terminate the Agreement sixty (60) days prior to the intended date of termination; provided, however, that if the termination is due to a material breach by a party of the terms of this Agreement, and such breach remains uncured for a period of thirty (30) days after written notice is given to the party in breach, then the sixty (60) day period shall not apply and the termination may, at the discretion of the non-breaching party, be effective immediately upon delivery of written notice of termination to the breaching party following the aforescribed thirty (30) day cure period. In the event of termination, the Chamber shall be entitled to a pro-rata share of the unpaid and due Compensation earned to the earlier of (i) the date of termination or (ii) the date of uncured breach. Subject to the foregoing, the rights, duties, and responsibilities of both the City and the Chamber under this Agreement shall continue until the date of termination.

4. CALIFORNIA LAW. This Agreement shall be governed by the internal laws of the State of California without regard to principles of conflicts of law.

5. LITIGATION MATTERS; ATTORNEY'S FEES. The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Chamber be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred,

including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Chamber shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

6. MANAGEMENT. The City's City Manager and Chamber's President/CEO shall represent City and Chamber, respectively, in all matters pursuant to the administration of this Agreement. The Chamber's communications with the City shall be routed through the City Manager and authorized City staff.

7. RECORDS. Chamber shall provide the City with (i) a copy of its monthly financial report, which shall include at a minimum a balance sheet an income/expenses statement, and (ii) a quarterly activity report.

8. INDEMNITY. Chamber shall indemnify, defend, and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Chamber, or its officer, officials, employees, agents, or representatives acting in an official capacity. Chamber shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City, or any of its officers, officials, employees, agents, or representatives acting in an official capacity.

9. INSURANCE. Without limiting Chamber's indemnification obligations as set forth in this Agreement, the Chamber shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident (if Chamber has owned or leased vehicles), and if Chamber's employees use personal autos in connection with the performance of work under this Agreement, Chamber shall provide evidence of personal auto liability coverage for each such employee; and (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law. All of the insurance policies except the personal auto policies and Worker's Compensation policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insured's. No work or services under this Agreement shall commence until the Chamber has provided the City with Certificates of Insurance evidencing the above insurance coverage's and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Chamber shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. Chamber agrees to provide immediate notice to City of any claim or loss against Chamber arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

10 NO JOINT VENTURE; NO BENEFITS. By this Agreement neither City nor Chamber are entering into a joint venture, or any other corporate or business entity, with the other. City and Chamber are and shall remain independent entities. No employee benefits shall be available to Chamber or any employee of Chamber in connection with the performance of this Agreement. Except for the City's payment to Chamber as defined in this Agreement, City

shall not pay salaries, wages, or other compensation to Chamber for performing services hereunder for City. City shall not be liable for compensation or indemnification to Chamber for injury or sickness of any employee arising out of performing services hereunder.

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

12. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Chamber, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

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

If to City: City of Duarte
City Manager's Office
1600 Huntington Drive
Duarte, CA 91010

If to Chamber: Duarte Chamber of Commerce
PO Box 1438
Duarte, CA 91009
Attn: President/CEO

Notices personally delivered or delivered a delivery services shall be effective upon receipt. Notices delivered by mail shall be effective on the next business day following deposit made the United States Postal System prior to 6:00 p.m. A "business day" is a day when Duarte City Hall is open for business to the general public.

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

15. REPRESENTATIONS AND WARRANTIES. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the

provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the Effective Date.

CITY OF DUARTE

Margaret Finlay, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

Dan Slater, City Attorney

DUARTE CHAMBER OF COMMERCE

James Kirchner, President/CEO

Exhibit A

City of Duarte and the Duarte Chamber of Commerce Services Agreement

Business Development/Economic Development Component

- Expand Chamber member exposure to the overall business community, and beyond, through enhanced features of the DuarteChamber.com web site, such as
 - A free web page within the DuarteChamber.com domain
 - A free domain name and email address for Chamber members who don't have one
 - The ability to post Member to Member Discount coupons
 - The ability to post their own specials, menus, coupons, etc. and easily change them on their own web site.
 - Have a page available for links to businesses that are posting employment opportunities.
- Meet monthly with designated City Representative to establish a renewed partnership with City Hall.
- Formally develop and coordinate the Business Visitation Program involving the Chamber, City Hall and a designated business.
- Periodically conduct a meaningful survey of Chamber members to seek their suggestions, recommendations, and requests for business-related topics they feel will be of benefit to them.
- Work with the Foothill Workforce Investment Board and identify and collaborate on programs and seminars that will benefit Duarte businesses.
- Notify Chamber members and all Duarte businesses in general through mail, email blast, the Duarte View and the DuarteChamber.com web site of the available programs and seminars.
- Provide seminars on current, business related topics available to all Duarte businesses and Duarte Chamber members at no cost to the attendees. The Chamber would hold such seminars at the Duarte Community Center with no facility costs incurred.
- Strive to be the Resource Center for Duarte by marketing the Duarte Chamber website as the first place to go to for information and make the Chamber's Event Calendar available to all community groups and Chamber members to announce their special events.
- Provide the City with recommendations for designated Commission appointments. Specifically, two representatives for the Economic Development Commission and one for the Public Safety Commission.
- Provide a representative to regularly attend Duarte Cable Television Board meetings.

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

THIS BUILDING LEASE ("Lease") is made and entered into as of July 1, 2013 ("Effective Date") by and between the City of Duarte, a municipal corporation (hereinafter "Landlord" or "City"), and Duarte Chamber of Commerce, a non-profit California corporation ("Tenant").

RECITALS:

A. Landlord is the owner of record of the real property and improvements located at 1634 Third Street, City of Duarte, County of Los Angeles, State of California (the Property”).

B. Tenant is in need of a place to conduct its business operations within the City of Duarte.

C. Landlord desires to lease to Tenant and Tenant desires to lease from the Landlord a portion of the Property (“the Premises”), as hereinafter more fully described, on the terms and conditions in this Lease.

LEASE:

Now, therefore, in consideration of the terms, covenants and conditions contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, landlord and tenant hereby agree as follows:

**ARTICLE 1
SUBJECT OF LEASE AND POSSESSION OF THE PREMISES**

1.1 The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which constitute approximately 817 sq. ft. of rentable space within the Property on the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2. Acceptance of the Premises. Except as may be otherwise herein provided, Tenant shall, by entering into and occupying the Premises, be deemed to have accepted the Premises, and to have acknowledged that the same is then in the condition called for by this Lease and is fit for operation as office space.

1.3 Quiet Enjoyment. Except as expressly provided under this Lease, Tenant, upon performing and complying with all covenants, agreements, warranties, terms, and conditions of this Lease to be performed, or complied with by Tenant, shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Premises during the Term (as defined in Article 2) of this Lease, without hindrance by Landlord, or any person or persons claiming through Landlord.

1.4 Surrender of the Premises and Equipment. Upon the expiration or termination of the Term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises to Landlord, broom clean and in good order, condition and repair, reasonable wear and tear and obsolescence excepted. Tenant shall remove all movable fixtures, all equipment, and all personal property in, on, or about the Premises. Surrender and restoration of the Premises by the Tenant shall include the removal of any Tenant exterior signage, restoration of any other improvements bearing the Tenant's name, logo or similar identifying features to their original appearance.

ARTICLE 2 TERM

2.1 Commencement and Duration. The term ("Term") of this Lease shall commence as of July 1, 2012 and shall continue thereafter for a one (1) year term, terminating (unless sooner terminated by the terms of this Lease or by operation of law), on June 30, 2014.

2.2 Inability to Use Premises. If any law or regulation of any governmental entity prohibits Tenant from using the Premises as provided herein, Tenant may elect to terminate this Lease on thirty (30) day written notice to Landlord specifying the governmental entity and the law and/or regulation thereof that prohibits its use of the Premises.

ARTICLE 3 RENT

3.1 Rent Payment. Tenant shall pay, without demand or delay, abatement, deduction, or offset, the Rent in such amounts as provided in this Article 3.

3.2 No Security Deposit. Landlord and Tenant acknowledge and agree that Tenant is not required to post a security deposit for the lease of the Premises pursuant to this Lease.

3.3 Monthly Rent. Tenant shall pay to Landlord as rent for the use and occupancy of the Premises, ONE HUNDRED FIFTY DOLLARS (\$150,00) per month during the Term, in lawful money of the United States ("Monthly Rent"). Rent shall be due on the 1st of each month, unless the 1st of the month is a Friday, Saturday, Sunday, or a holiday when Duarte City Hall is closed for business, in which case the Rent shall be due on the immediately succeeding business day.

3.4 Payment. All payments required to be made by Tenant to Landlord under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Duarte" and delivered to the City at 1600 Huntington Drive, Duarte, California 91010, Attn: Director of Administrative Services. Landlord may designate in a written notice to Tenant any change to the above.

3.5 Late Charges; Lease Termination. Any Rent not paid to Landlord within ten (10) days of the due date under this Lease shall be subject to a late fee of ten percent (10%) of the amount then owing. The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord. Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments are disruptive and costly to

Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Lease, all of which can not be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to timely pay any Rent for three (3) consecutive months, or four (4) months during any twelve (12) month period, shall be deemed a material and incurable default under this Lease, giving rise to Landlord's right, in its sole discretion, to terminate this Lease upon sixty (60) days notice. Landlord's decision not to exercise this remedy at any time during the Term of this Lease shall not act to waive Landlord's right to exercise such remedy at a future date during the Term.

3.6 Utility and Services. With the exception of telephone, cable television, and internet service, all of which shall be directly billed to and paid for by Tenant, Landlord shall contract and pay for all utilities and services to the Premises including but not limited to electricity, gas, and water service.

3.7 Taxes, Assessments and Charges. Except as provided in Section 3.7, Landlord covenants to pay when due all applicable taxes and assessments which at any time during or in respect of the Term hereof may be levied or assessed upon the Property.

3.8 Notice of Possessory Interest; Payment of Taxes and Assessments on Value of Entire Lease Property. In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord states that by entering into this Lease, a possessory interest subject to taxation may be created, and if created and imposed that Tenant shall pay its pro-rata share of taxes upon the assessed value of the Premises and not merely the assessed value of its leasehold interest. Tenant agrees to pay these amounts as Additional Rent in the same manner and on the same schedule as the Monthly Rent.

ARTICLE 4 INDEMNIFICATION & LIENS; INSURANCE

4.1 Indemnification; Liens. Tenant shall at all times indemnify, defend, and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien). Tenant shall not be responsible for any damages or liabilities to the extent caused by the negligence or willful misconduct of Landlord or any of its officers, officials, employees, agents, or representatives acting in an official capacity. The foregoing shall survive the expiration or earlier termination of this Lease as to claims arising or accruing prior to the expiration or termination of this Lease.

4.2 Insurance.

4.2.1 Insurance Coverage Requirements; Evidence of Insurance. Without limiting Tenant's indemnification obligations as set forth in this Lease, Tenant shall procure and

maintain, at its sole cost and expense, during the entire term of this Lease the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident (if Tenant has owned or leased vehicles), and if Tenant's employees use personal autos in connection with Tenant's work, Tenant shall provide evidence of personal auto liability coverage for each such employee; (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law; and (d) Property Casualty Insurance covering the Premises against loss or damage by fire and perils commonly covered under the standard extended coverage endorsement for not less than the "full replacement cost" thereof including all improvements, fixtures, alterations, additions, and changes made by Tenant including fixtures. All of the insurance policies except the personal auto policies and Worker's Compensation policies, shall be endorsed to name Tenant and its officers, officials, employees, agents, and representatives as additional insureds. Tenant shall not possession nor occupy the Premises until Tenant has provided Landlord with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by Landlord. Certificates are to reflect that the insurer will provide 30 days written notice to Landlord of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Tenant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section. Tenant agrees to provide immediate written notice to Landlord of any claim or loss against Tenant. Landlord assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve Landlord.

4.2.2 Tenant's Personal Property. Tenant acknowledges and agrees that Landlord is not responsible or liable for insuring any loss caused to Tenant's personal property in, on, or about the Premises, and that Landlord hereby advises Tenant to obtain its own insurance coverage for Tenant's personal property.

4.2.3 Damages for Failure to Provide Insurance. This Section 4.2.3 is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 4. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

ARTICLE 5 USE OF THE PREMISES

5.1 Permitted Use. The Premises shall be used only for the purpose of conducting Tenant's business. Tenant shall operate the business and conduct activities therein in a prudent

and businesslike manner and in full compliance with all applicable law and the terms and conditions of this Lease.

5.2 Prohibited Uses. Tenant shall not use, or allow use of, the Premises for any activity other than as office space for its business without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.3 Signage. No signs of any kind shall be displayed unless approved by Landlord's Architectural Review Board. Landlord may require removal or refurbishment of any sign previously approved.

5.4 Compliance with Building Rules and Regulations. Tenant agrees to comply with all rules and regulations of Landlord with respect to the Property as now existing or as may be imposed during the Term (provided that any rules or regulations imposed after the commencement of the Term shall apply to Tenant only to the extent such rules and regulations do not materially interfere with Tenant's use of the Premises.

5.5 Compliance with Laws. Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.6 Alterations. Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent.. Any alterations to the Premises shall be done according to the law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's Interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may require, at termination of the Term, that any improvement not approved by Landlord be removed at Tenant's expense. Surrender and restoration of the Premises by the Tenant shall include the removal of any Tenant exterior signage, restoration of any other improvements bearing the Tenant's name, logo or similar identifying features to their original appearance.

**ARTICLE 6
DAMAGE OR DESTRUCTION**

If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right, in its sole and absolute discretion, to determine whether to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a 30-day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's invitee, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**ARTICLE 7
ASSIGNMENT AND SUBLETTING**

7.1 No Tenant Subletting Without Landlord's Prior Written Consent. Tenant may not assign or sublet all or any portion of its interest in this Lease without Landlord's prior written consent, which may be withheld by Landlord in its sole and absolute discretion.

7.2 Assignment of Landlord's Interest in Lease or the Leased Premises. Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

**ARTICLE 8
PERFORMANCE OF TENANT'S COVENANTS**

8.1 Right of Performance. If Tenant shall at any time fail to pay any tax, assessment, fee or other charge in accordance with this Lease, within the time period therein permitted or shall fail to pay for or maintain any of the insurance policies provided for in this Lease, within the time therein permitted, or fail to make any other payment or perform any other act on its part to be made or performed hereunder, within the time permitted by this Lease, then Landlord, after ten (10) days' written notice as to payments of Rent, and with ninety (90) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

8.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

8.1.2 Pay for and maintain such insurance policies provided for, or

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

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

ARTICLE 9 HAZARDOUS MATERIALS

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

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

9.3 Notice and Remediation by Tenant. Tenant shall, within five (5) days of such occurrence, or immediately in cases of imminent threat of injury to life or property, notify Landlord of any release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials

which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

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

9.5 Release. Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Effective Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

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

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

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

10.2 Tenant's Representations and Warranties. Tenant represents and warrants to Landlord as follows: (a) Tenant has examined the Premises and finds that it is fit for use as office space in accordance with this Lease; (b) Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the

operation of office space contemplated by this Lease; (c) Tenant is duly organized under the laws of the State of California and has the right, power and authority to enter into this Lease and to perform all the obligations of Tenant hereunder.

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default

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

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

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

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

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

11.1.2 Events of Default by Landlord. If Landlord shall default in the performance of or compliance with any material term, covenant or condition of this Lease and if Landlord shall fail to cure such default within ninety (90) days after receipt of written notice

thereof from Landlord, or, if the default is of such character as to require more than ninety (90) days thereof to cure and Landlord shall fail to commence such cure within such ninety (90) day period and thereafter failure to use reasonable diligence to cure such default.

11.2 Remedies.

11.2.1 Remedies Available to Landlord.

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

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

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

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

(e) Receipt of Rent, No Waiver of Default. The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

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

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

ARTICLE 12. ENTRY BY LANDLORD

Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times for the purpose of (a) inspecting the same, (b) determining whether Tenant is complying with the terms of this Lease, (c) to do any necessary maintenance or repairs and to make any restoration to the building and/or other improvements on the Property,

and (d) to serve, post, or keep posted any notices, (e) to show the Property to prospective purchasers or other tenants, and/or (f) to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease or any other lawful purpose (but nothing contained in this Lease shall create or imply any duty on the part of Landlord to make any inspection or do any work). No such entry shall constitute an eviction of Tenant.

ARTICLE 13 PARKING AND STORAGE OF PERSONAL PROPERTY

13.1 Parking. Tenant acknowledges and agrees that there are no on-site parking spaces for use by Tenant or Tenant's invitees, guests, and visitors. Tenant and all of Tenant's invitees, guests, and visitors shall be required to park in on-street public parking spaces. Landlord makes no representation or warranty as to the availability of street parking for use by Tenant's invitees, guest, and visitors. Landlord hereby grants a license to Tenant to use two (2) on-street parking spaces that shall be designated by Landlord [the identification that the two (2) spaces are for Tenant's use shall be by appropriate signage, curb paint, or striping, or a combination of some or the foregoing]. Landlord shall locate these two (2) on-street spaces so that Tenant may park their vehicles within reasonably close proximity to the Property. The two (2) spaces may be on the same side of the street as the Property or may be on the opposite side of the street from the Property, or one space may be on one side of the street and the second space located the other side of the street. Landlord may relocate one or both of these two (2) parking spaces from time to time as it deems necessary provided the relocated space(s) are similarly within a reasonably close proximity to the Property. Landlord may prohibit the use of one or both of the two (2) designated spaces during certain times as Landlord reasonably determines as necessary for street sweeping purposes, for emergencies, or similar reasons. Tenant shall receive only a license to use the two (2) parking spaces described above and shall not by this Section 13.1, or anything else in this Lease, obtain a leasehold interest in, or any possessory right to, the two (2) designated on-street parking spaces described above. Tenant and Tenant's invitees and members of the public shall comply with all applicable City parking regulations.

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

ARTICLE 14 REPAIRS AND MAINTENANCE

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

14.2 Tenant Responsibilities. Tenant shall maintain in good, clean, and sanitary condition, at its cost, the Premises, the two bathrooms nearest to the Premises, and the hallway adjacent to the Premises. The other area to be used by Tenant from time to time is the non-exclusive use of the "breakroom" in the building for occasional meetings, food/beverage storage

and use, and other uses typical for such space. Tenant shall keep the breakroom clean to the extent of Tenant's use, but Tenant shall not be responsible for maintenance of the breakroom due to any other tenant's use. All damage or injury done to the Premises or Property by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation or by the Tenant's failure to properly secure the Premises or Property shall be paid for by the Tenant. If at any time during the Term, the Tenant fails to maintain or repair the Premises or Property as required herein, Landlord may, but shall not be required, to perform the maintenance or make the repairs or replacements for the account of the Tenant; any sums expended by the Landlord in so doing, together with an administrative charge of ten percent (10%), shall be deemed immediately due from the Tenant on demand of the Landlord.

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

If to Landlord: City of Duarte
 City Manager's Office
 1600 Huntington Drive
 Duarte, CA 91010

If to Tenant: Duarte Chamber of Commerce
 PO Box 1438
 Duarte, CA 91009
 Attn: President/CEO

Notices personally delivered or delivered a delivery services shall be effective upon receipt. Notices delivered by mail shall be effective on the next business day following deposit made the United States Postal System prior to 6:00 p.m. A "business day" is a day when Duarte City Hall is open for business to the general public.

15.2 Litigation Matters. In the event of any litigation arising between Landlord and Tenant arising from or related to this Lease, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Lease. Service of process on Landlord shall be made in the manner required by law for service on a public entity. Service of process on Tenant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California

15.3 Successors. All of the rights and obligations of Landlord and Tenant under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the respective parties.

15.4 Covenant Against Discrimination. Tenant herein covenants by and for itself and its heirs, executors, administrators and assigns, and all persons claiming under or through it or them, and this lease is made and accepted upon and subject to the following conditions: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

15.5 Nonliability Of City Officers And Employees. No officer, official, employee, agent, representative, or volunteer of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or to its successor, or for breach of any obligation of the terms of this Lease by Landlord.

15.6 Administration of Lease. Landlord's City Manager and Tenant's President/CEO shall represent Landlord and Tenant, respectively, in all matters pursuant to the administration of this Lease. Tenant's communications with Landlord shall be routed through the City Manager and authorized City staff.

15.7 Interpretation; Governing Law. This Lease shall be construed according to its fair meaning and as if prepared by both parties hereto. This Lease shall be governed by the internal laws of the State of California without regard to principles of conflicts of law.

15.8 No Broker's or Finder's Fee. Landlord and Tenant each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to this lease and each shall indemnify, defend, and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it to pay a broker's commission and/or finder's fee.

15.9 No Relocation Assistance or Benefits. Tenant acknowledges and agrees that (a) Tenant is a "post-acquisition tenant" pursuant Section 6034(b) of Title 25 of the California Code of Regulations, and (b) upon the expiration or earlier termination of the Term, that neither it or any successor shall be entitled to, and Tenant, on behalf of itself and its successors, hereby waives any right or entitlement to, any relocation benefits or assistance under California or federal law.

15.10 Entire Agreement; Amendment. This Lease is the entire agreement between, and final expression of, Landlord and Tenant and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between

Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no amendment to this Lease shall be binding unless in writing and signed by the parties hereto.

15.11 No Waiver By Landlord or Tenant. To the extent permitted by applicable law, no failure by Landlord or Tenant to insist upon the strict performance of any term hereof by the other, or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default (the foregoing applicable only to Landlord), shall constitute a waiver of any such default or of any such term. No waiver of any default by Landlord or Tenant, as applicable, shall affect or alter this Lease, which shall continue in full force and effect, or shall affect or alter the rights of Landlord or Tenant, as applicable, with respect to any other then existing or subsequent default by the other party.

15.12 Severability. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

15.13 No Holding Over Without Landlord's Written Consent. In the event Tenant shall holdover or remain in possession of the Premises with the written consent of Landlord after the expiration of the Term of this Lease, such holding over or continued possession shall create a tenancy for month to month but only upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the Term of this Lease.

15.14 Joint and Several Liability. In the event either party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.

15.15 Time of the Essence. Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.

15.16 Counterparts. This Lease may be executed in two counterparts, each of this, when this Lease has been signed by both Landlord and Tenant, shall be deemed on and the same instrument.

[END—SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be entered into as of the Effective Date.

CITY OF DUARTE

Margaret Finlay, Mayor

ATTEST:

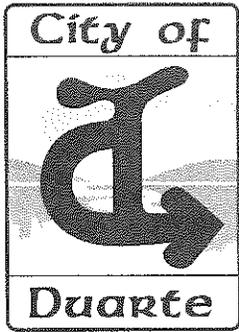
Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

Dan Slater, City Attorney

DUARTE CHAMBER OF COMMERCE

Jim Kirchner, President/CEO



City of Duarte

1600 Huntington Drive, Duarte, CA 91010 - (626) 357-7931 - FAX (626) 358-0018

To: Darrell George; City Manager

From: Brian Villalobos; Director of Public Safety Services

Subject: Los Angeles County Probation Service Agreement

Date: June 17, 2013

The annual Los Angeles County Probation Department Prevention and Intervention Program (P.I.P.) Service Agreements are due for renewal. The new agreement will be effective from July 1, 2013, through June 30, 2014.

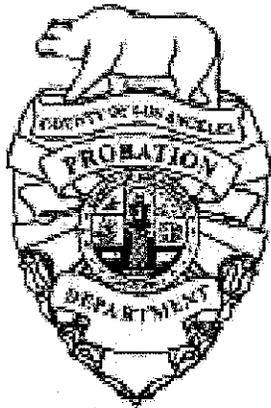
As you may recall, in 2008 the Los Angeles County Probation Department placed the Gang Alternative and Prevention Program (G.A.P.P.) under the umbrella of P.I.P. The agreement remained the same as to the function that the Deputy Probation Officer would perform.

The G.A.P.P. Deputy Probation Officer position began on July 1, 1990. This contract provides a full time Deputy Probation Officer assigned to work with "at-risk" juveniles in kindergarten through eighth grade.

The P.I.P. service agreement is a 50% contract and as such the City of Duarte reimburses the County of Los Angeles Probation Department for 50% of the salary and employee benefits for the Deputy Probation Officers assigned to the City. The cost to the City of Duarte for the 2013/2014 Probation Service Agreement per Deputy Probation Officer is \$68,000.

FISCAL IMPACT: this service agreement was included and approved in the annual budget meeting. Additionally, the rate has remained the same as last year's agreement and 50% of the G.A.P.P. service agreement will be covered by the CAL-GRIP grant funds for this fiscal year.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP)

CITY OF DUARTE

JULY 1, 2013- JUNE 30, 2014

(GAPP)

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**COUNTY OF LOS ANGELES
AND
CITY OF DUARTE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the City of Duarte, located at 1600 Huntington Drive, Duarte, California 91010, hereinafter referred to as "CITY", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, CITY, in a joint venture with the Duarte Unified School District, desires to provide probation prevention/intervention services to assist in reducing incidents of truancy and other serious behavioral problems; and

WHEREAS, COUNTY Probation Department has statutory authority pursuant to Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area; and

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, COUNTY desires to participate in a joint effort with the CITY;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the CITY, the services of one (1) Deputy Probation Officer (DPO) and support staff assigned to schools mutually agreed upon by both parties. This officer will provide specialized probation services for the Duarte Unified School District (Duarte USD). Probation services shall be provided by COUNTY through this Agreement and shall be consistent with the laws of the State of California and the guidelines by which Duarte USD administers its schools.

2. STATEMENT OF WORK

A. COUNTY shall provide, on behalf of CITY, the services of one (1) DPO and related support staff with caseload supervision of juvenile probationers who are students within five elementary schools and one middle school (K-6) of the Duarte USD, such caseloads to conform to the standards established for the Probation Department's (Probation) Prevention and Intervention Program (PIP). These students will be

mutually agreed upon by the Chief Probation Officer or his designee and the Duarte USD. Further, the Duarte USD and CITY will give input towards the evaluation conducted by the DPO.

- B. CITY shall provide office space and telephone services within its boundaries for use by the assigned DPO.
- C. In addition to the duties associated with caseload supervision, the assigned DPO will:
- Conduct crisis counseling in individual and group settings with referred students;
 - Serve as the representative of Probation on the Duarte Unified School Attendance Review Board (S.A.R.B.);
 - Provide on-site assistance in Duarte schools when student behavior problems arise.
 - Educate and instruct the Principal, Vice-Principal, and Outreach Consultants, on identifying referring and supervising any at-risk youth or any youth under the supervision of probation.
 - Assess and develop a probation case plan to include but not limited to gang intervention, narcotic education, truancy, and bullying.

3. EMPLOYMENT STATUS

The assigned DPO is an employee of COUNTY and is entitled to wages and employee benefits appropriate to what is provided other COUNTY employees who are DPOs. It is additionally understood that no term or condition of this Agreement can conflict with State statute defining the status of the DPO as a Peace Officer.

4. PAYMENT

CITY shall reimburse COUNTY for 50% of the salary and employee benefits for one (1) Deputy Probation Officer II (DPO II) and support staff assigned by COUNTY to perform services according to Paragraph 2, STATEMENT OF WORK above. The billable amount is \$68,000 plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

COUNTY shall provide DPO services commensurate with the 50% cost of services and staff being paid by CITY. CITY agrees that the DPO services

provided may include 50% of all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Probation-related activities that may on occasion require the DPO to be away from the service site. CITY agrees that it is responsible for the entire billable amount of this Agreement.

CITY shall reimburse COUNTY for 100% of the salary for a DPO II, paid at one and one-half time, for all time worked beyond forty (40) hours per week. It is at the discretion of the COUNTY whether the DPO II works in excess of forty (40) hours per week. The current overtime rate is approximately \$53.96 per hour plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

Within thirty (30) days following the receipt of an invoice from the Probation's Business Management Office, CITY shall reimburse COUNTY for the billed amount. These invoices shall be provided to CITY within twenty (20) days following: September 30, 2013, December 31, 2013, March 31, 2014, and June 30, 2014.

5. INDEPENDENT CONTRACTOR

This Agreement is by and between COUNTY and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CITY. The COUNTY'S relationship to the CITY in the performance of this Agreement is that of an independent contractor. The COUNTY'S personnel performing services under this Agreement shall at all times be under the COUNTY'S exclusive direction and control and shall be employees of the COUNTY and not employees of the CITY. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due to its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

6. INDEMNIFICATION

CITY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CITY'S acts and/or omissions arising from and/or relating to this Agreement.

COUNTY shall indemnify, defend, and hold harmless CITY, and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses

(including attorney and expert witness fees), arising from or connected with COUNTY'S acts and/or omissions arising from and/or relating to this Agreement.

7. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

COUNTY'S obligation for its percentage of salary and employee benefits costs is payable only and solely from funds appropriated for the purpose of this Agreement subject to COUNTY'S legislative appropriation for this purpose. In the event the Board of Supervisors does not allocate sufficient funds then the affected services shall be terminated. COUNTY shall notify CITY in writing of such non-allocation at the earliest possible date.

8. **BUDGET REDUCTIONS**

In the event that COUNTY'S Board of Supervisors adopts in any Fiscal Year a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its services obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services. COUNTY'S notice to CITY regarding said reduction in obligation shall be provided within thirty (30) days of the Board of Supervisors approval of such actions.

9. **TERMINATION AND TERMINATION COSTS**

In the event that CITY or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, CITY or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CITY or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed up to the date of said termination. Payment shall be made only upon the filing with CITY, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with CITY within thirty (30) days of said termination.

10. **TERMINATION FOR IMPROPER CONSIDERATION**

COUNTY may, by written notice to CITY, immediately terminate the right of the CITY to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the Agreement or securing favorable treatment with respect to the amendment or extension of the Agreement or making of any determinations with respect to the COUNTY'S performance

pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of default by the CITY.

CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11. TERM

This Agreement shall be for a period of twelve (12) months commencing on July 1, 2013 and terminating on June 30, 2014.

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IN WITNESS WHEREOF, the County of Los Angeles and CITY have caused this Contract to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of CITY warrants that he or she is authorized to bind the CITY, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
JERRY E. POWERS
CHIEF PROBATION OFFICER

Date

CITY OF DUARTE

By _____

Name (Typed or Printed)

Title

Date

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By *Millicent L. Rolon*
MILLICENT L. ROLON
PRINCIPAL DEPUTY COUNTY COUNSEL

4/26/13
Date

Duarte and Duarte Dispatch

Affiliated with SGV Newspaper Group
1210 N. Azusa Canyon Road
West Covina, CA 91790
626-962-8811 ext. 2270
debby.chapman@sgvn.com

5007700

CITY OF DUARTE
1600 E. HUNTINGTON DRIVE
DUARTE CA 91010

**FILE NO. Reso 13-10-Publish
PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of DUARTEAN and DUARTEAN DISPATCH, a newspaper of general circulation printed and published weekly in the City of Duarte, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of July 6, 1948, Case Number POMO C986. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

6/6/2013

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at West Covina, LA Co. California
On this 6th day of June, 2013.



Signature

PS 13-102

(Space below for use of County Clerk Only)

Legal No. 0010369505

RESOLUTION NO. 13-10

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF DUARTE,
CALIFORNIA, DECLARING ITS INTENTION TO LEVY
AND COLLECT ASSESSMENTS FOR FISCAL YEAR
2013-2014 WITHIN THE CITYWIDE LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT, PURSUANT TO THE LANDSCAPE
AND LIGHTING ACT OF 1972; AND FIXING A TIME AND PLACE
FOR THE PUBLIC HEARING TO HEAR OBJECTIONS THERETO**

The City Council of the City of Duarte, pursuant to the provisions of the Landscape and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires and it is the intention of the City Council of the City of Duarte, California, to levy and collect assessments within the Citywide Landscape and Lighting Maintenance District for Fiscal Year 2013-2014 within which the following work is to be done:

1. Maintenance and servicing of street landscaping and street trees.
2. Maintenance and servicing of street lighting facilities.
3. Maintenance and servicing of traffic signals.
4. The cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti within street right-of-way.
5. Funding for the construction of the Senior Center.
6. Maintenance and servicing of Parks.
7. Any and all work and materials appurtenant thereto.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within streets, easements and City-owned property within the City of Duarte particularly described on a map on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District, Assessment Diagram," said district boundary being the same as the City boundary.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is of benefit to and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is assessed to pay the costs and expenses thereof, and which district is described as follows:

The City Council has determined that pursuant to Section 22595 of the Streets and Highways Code of the State of California that the public utility property is to be assessed.

All that certain property within the City of Duarte, exclusive of public streets.

REPORT OF THE ENGINEER

SECTION 4. The City Council of said City does hereby tentatively approve the report of the Engineer, which indicates the amount of the proposed assessments, the district boundary, assessment zones, detailed description of improvements, and the method of assessment. The report entitled "Engineer's Report, Landscape and Lighting Maintenance District" is on file in the Office of the City Clerk and reference to said report is hereby made for all particulars.

ASSESSMENTS

SECTION 5.

(a) Pursuant to Section 5 of Article XIIID of the California Constitution an assessment existing on November 5, 1996 imposed exclusively to finance capital costs of maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control is exempt from the procedures and approved process set forth in Section 5 of Article XIIID of the California Constitution.

(b) The proposed assessments relating to Zones 1 through 15 were existing on the effective date of Article XIIID of the California Constitution and were previously imposed and are proposed for fiscal year 2013-2014 to be imposed exclusively to finance the capital costs of maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

(c) The proposed assessments relating to Zones 16 through 18 were voted upon and approved by a majority of property owners in accordance with the requirements of Article XIIID of the California Constitution.

(d) The assessments are proposed to increase by 1.3% in Zones 4, 7 and 8 as previously approved by the property owners, and also by 1.3% in Zones 14, 15, 16, 17, and 18 as allowed for in the formation of the zones, and in the Citywide assessment, which is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code.

TIME AND PLACE OF PUBLIC HEARING

SECTION 6. Notice is hereby given that on the 25th day of June 2013, at the hour of 7:00 p.m., in the Council Chambers of City Hall, 1600 Huntington Drive, Duarte, California, any and all persons having any objections to the work or intent of the assessment district may appear and show cause why said work should not be done or carried out, or why said assessments should not be levied in accordance with this Resolution of Intention. The City council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All work herein proposed shall be done in accordance with the Landscape and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California.

NOTICE

SECTION 8. The City Clerk is hereby ordered to give notice in accordance with Section 22626 of the Streets and Highways Code of the State of California.

PASSED, APPROVED AND ADOPTED this 28th day of May, 2013.

/s/ Liz Reilly
Mayor Pro Tem Liz Reilly

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. 13-10 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of May, 2013, by the following vote:

AYES: Councilmembers: Fasano, Paras-Caracci, Reilly, Reyes
NOES: Councilmembers: None
ABSENT: Councilmembers: Finlay

/s/ Marla Akana
City Clerk Marla Akana
City of Duarte, California



MEMORANDUM

TO: Mayor and City Council
FROM: Community Development Department *[Signature]*
DATE: June 25, 2013
SUBJECT: Establish property assessments to pay for the Lighting and Landscape Assessment District.

Each year, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Lighting and Landscape Assessment District.

At its May 28 meeting, the City Council adopted Resolution 12-16 that declared the City Council's intention to levy and collect assessments for fiscal year 2013-2014; (2) approved the Engineer's Report indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment; and (3) set this date for the evening's Public Hearing.

This year, the assessments are proposed to increase by CPI (1.3%) in special Zones 4, 7, 8, 14, 15, 16, 17 and 18 as allowed for in their formation or by previous approval.

Staff recommends that the City Council adopt Resolution 13-R-15 providing for the annual levy for Fiscal Year 2013-2014.

RESOLUTION NO. 13-R-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR FISCAL YEAR 2013-2014 WITHIN THE LANDSCAPE
AND LIGHTING DISTRICT PURSUANT TO THE
LANDSCAPE AND LIGHTING ACT OF 1972**

The City Council of the City of Duarte, pursuant to the provisions of the Landscape and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. RECITALS. The City Council of the City of Duarte does hereby find, determine and declare as follows:

- A. On the 28th day of May, 2013, the City Council adopted Resolution No. 13-10 (the "Resolution of Intention") which declared its intent to levy and collect assessments for Fiscal Year 2013-2014 within the District and Zones and set a time and place for a public hearing. The Resolution of Intention was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of the Resolution of Intention on file in the office of the City Clerk; and
- B. At the time and place for which notice was given, the City Council conducted a public hearing and gave every interested person an opportunity to object to the proposed boundary, work or assessment; and
- C. The City Council, having duly received and considered oral and documentary evidence concerning the jurisdictional facts in this proceeding and concerning the necessity for the contemplated work and benefits to be derived therefrom, has acquired jurisdiction to order the proposed assessment.

SECTION 2. That the proposed assessments relating to the District and Zones 1-15 were existing on the effective date of Article XIID of the California Constitution. Zones 16, 17 & 18 were approved per the requirements of Article XIID of the California Constitution. All zones were previously imposed, and for Fiscal Year 2013-2014 Zones 4, 7, 8, 14, 15, 16, 17, and 18 are proposed to be increased by a CPI of 1.3%, all of which are allowed in the formation of the zones or previously voter approved, and all other zones are contemplated to be imposed without increase. Funds are to be used exclusively to finance the capital costs or maintenance and operation expenses for landscaping sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Pursuant to Section 5 (a) of Article XIID of the California Constitution, the proposed assessments to be levied and collected in the District and Zones 1-

18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIID of the California Constitution.

SECTION 3. That the proposed assessments relating to Zones 1-18 were existing on the effective date of Article XIID of the California Constitution or were voter approved and all such assessments were imposed pursuant to a petition signed by the persons owning all of the parcels, subject to the assessment at the time the assessment was initially imposed. Pursuant to Section 5 (b) of Article XIID of the California Constitution, the proposed assessments to be levied and collected in Zones 1-18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIID of the California Constitution.

SECTION 4. The Engineer's Report on file with the City Clerk, and each component part of it, including each exhibit incorporated by reference, as amended, if applicable, is hereby finally approved and adopted.

SECTION 5. The diagram and assessment prepared in connection with the District are hereby confirmed.

SECTION 6. The public interest and convenience requires the ordering the levy and collection of assessment for Fiscal Year 2013-2014 and the City Council hereby orders the levy and collection of assessments within the district and the zones, as set forth and described in the Resolution of Intention and in the Engineer's Report.

SECTION 7. The adoption of this Resolution constitutes the levy of the assessments as set forth in the Engineer's Report for Fiscal Year 2013-2014.

SECTION 8. The City Clerk is authorized and directed to file a certified copy of the diagram and assessment with the County Auditor of the County of Los Angeles no later than the 8th day of August 2013.

SECTION 9. The City Clerk is hereby authorized and directed to certify as to the adoption of this Resolution.

PASSED AND ADOPTED this 25th day of June 2013.

Margaret Finlay, Mayor
City of Duarte

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-R-15 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2013, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:

City Clerk Marla Akana
City of Duarte, California

ENGINEER'S REPORT
SIDEWALKS, STREETS, SENIOR CENTER PAYMENT,
PARK AND SPECIAL ZONES
OF THE CITY OF DUARTE
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT
2013-2014 ASSESSMENT LEVY

SECTION 1. AUTHORITY FOR REPORT

This report is prepared pursuant to an order of the City Council of the City of Duarte in compliance with the requirements of Article 4, Chapter 1, Landscape and Lighting Act of 1972, being Part 2, Division 15, of the Streets and Highways Code of the State of California (The "Act").

The Act was originally created by the State Legislature in 1972. On June 13, 1978, the City of Duarte created the City of Duarte Landscape and Lighting Maintenance District for the maintenance and servicing of Landscaping and Lighting. Since 1972, the Legislature has expanded the definition of landscaping, lighting, and the work that may be done under the Act. The City of Duarte has, over time; expanded the work to be done by the District to include all the work allowed under the Act.

This Assessment District, by special benefit assessments, provides funding for the maintenance of City-owned parks, for the maintenance of the public landscaping in public owned properties or public right-of-way within the City, graffiti removal, maintenance of public-owned lighting, street lighting, traffic signals within the City, and funding towards the debt service of the Senior Center bond issue.

The voters on November 5, 1996 voted to adopt Proposition 218. Proposition 218 has the potential to have a great impact upon the way special assessments are used and assessed. The City Council has determined that the portion of the assessment devoted to street maintenance and the payment of the Senior Center bond is exempt from Prop. 218. In 1997, by majority vote of the property owners of all single family and condominiums within the City, it was determined to levy a park assessment of \$59.42 against single family and condominium units within the City.

SECTION 2. PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS

The plans and specifications for the irrigation, landscaping and lighting of streets, traffic signals and easements and authorized improvements within the City are on file in the Department of Community Development. The lighting locations and specifications for Edison-owned lights are on file with Southern California Edison Company. Reference is hereby made to said plans and specifications for the exact location and nature of the landscape and lighting of park improvements. Said plans and specifications by reference are hereby made a part of this report.

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SECTION 3. ESTIMATE OF COST OF IMPROVEMENT

The cost of the initial improvements of median island landscaping, street landscaping, traffic signals, street lighting, parking lot lighting, and bike paths were paid for from capital improvement funds, special grants, gas tax, prior assessment districts, subdividers, and general City revenues. The City Council in 1991 and 1992, as a result of two public hearings, determined to fund a portion of the Senior Center construction from the landscape assessment in accordance with the Act. With the exception of the Senior Center, no other facilities are proposed to be funded from the district.

SECTION 4. CITYWIDE STREET AND SIDEWALK LANDSCAPING

The cost to maintain street landscaping, and parkway trees as described in this section. The following is a general description of the areas being maintained:

1. All parkway trees maintained by the City.
2. Trees adjacent to Caltrans right-of-way on Evergreen Avenue, Flower Avenue to Brightside Avenue, Central Avenue, Buena Vista Street to Santo Domingo Avenue and Evergreen Street east of Mountain Avenue.
3. Street Landscaping
 - A. Duarte Road – Highland Avenue to Mountain Avenue hardscape, turf, trees, irrigation and groundcover.
 - B. Buena Vista Street – North and south of the 210 freeway turf, irrigation and groundcover.
 - C. Mountain Avenue – North and south of the 210 freeway turf, irrigation and groundcover.
 - D. Central Avenue – East and west of Buena Vista Street turf, trees, irrigation and groundcover.
 - E. Huntington Drive – Mountain Avenue to the east City limits, hardscape, turf, trees, irrigation and groundcover.
 - F. Encanto Parkway – Huntington Drive to Markwood, west side landscaping and irrigation. Fifty percent only of landscaping along Zone 5.

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, removal or covering of graffiti and repair and replacement of lighting.

The cost to maintain and construct these facilities is considered a general property benefit and is assessed as a unit cost to each lot within the City, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

SECTION 5. CITYWIDE LANDSCAPING AND PARK COSTS

The cost to maintain parks, landscape area, and recreational facilities is described in this section. The following is a general description of the areas, parks and related landscaped areas being maintained as approved in the special assessment vote:

Parks

- A. Bike Trail – Turf, trees, groundcover, asphalt and irrigation.
- B. Thorsen Park – Turf, trees, groundcover and irrigation.
- C. Moore Park – Turf, trees, groundcovers, playground and irrigation.
- D. Entrance Park – Turf, trees, groundcover and irrigation.
- E. Encanto Park – Turf, trees, groundcover, irrigation, tennis courts, basketball courts, athletic courts, restrooms and parking areas.
- F. Beardslee Park – Turf, trees, groundcover, irrigation, hardscape and playground.
- G. Duarte Park – Turf, trees, groundcovers, irrigation, hardscape, recreation building, playground and athletic courts.
- H. Royal Oaks Park and Extension – Turf, trees, groundcover, irrigation, hardscape, recreation building, tennis courts, playgrounds and parking area.
- I. Glenn Miller Park – Turf, trees, groundcover, irrigation, hardscape and playgrounds.
- J. Hacienda Park – Turf, trees, groundcover, irrigation and playground.
- K. Third Street Park – Turf, trees, groundcovers, irrigation, and playground.
- L. Town Center – Turf, trees, groundcover, irrigation, hardscape, swimming pool, recreation building, and parking area.
- M. Northview Park – Turf and irrigation.
- N. Senior Center – Turf, trees, groundcover, irrigation hardscape, recreation area and parking lot.
- O. Otis Gordon Park
- P. Lena Valenzuela Park

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, maintenance of park building and equipment, maintenance and replacement of recreation equipment, removal or covering of graffiti and repair and replacement of lighting.

SECTION 6. SENIOR CENTER

The City Council first in Fiscal Year 1991-92 and reconfirmed in Fiscal Year 1992-93 that it is determined to amend and provide for the inclusion of a senior citizen/community center facility as one of the improvements to be financed with the assessments from the Citywide Landscape and Lighting District. Pursuant to Resolution No. 92-25, the City Council determined that the Senior center would be financed from a portion of the proceeds of a Certificate of Participation advanced by the City which would be repaid to the City in whole or in part from the levy of annual assessments within the District. The maximum number of annual assessments (30 years), the fiscal years in which such assessments are

levied and the estimated maximum amount of each annual installment of each assessment was set forth in the resolution. The resolution set forth periodic increases in the assessment. The assessment is at the maximum allowed per resolution 92-25 of two-hundred twenty-five thousand dollars (\$225,000). This two hundred twenty-five thousand dollars (\$225,000) is to repay the Senior Center construction, which is allowed under the resolution.

SECTION 7. LIGHTING MAINTENANCE

The cost to maintain shall include, but not limited to, electrical service for all public lighting including parking lighting, repair and replacement of City-owned lights within public right-of-way, servicing of Southern California Edison owned lights as defined by the Act, repair and replacement of traffic signals.

The net amount to be assessed upon lands within the Assessment District in accordance with this Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements, namely the maintenance and servicing of public lighting facilities within such District. The maintenance and servicing of public lighting facilities installed and constructed in public places provides a special benefit which is received by each and every assessed lot or parcel within the District, tending to enhance their value. The streets within the District improve access to all lots or parcels assessed. Street lighting also provides advertising visibility for business and commercial establishments. The intensity or degree of illumination provided can have a bearing on the benefits of street lighting. Thus, primary benefits of street lighting are for the convenience, safety, security, and protection of people. Secondary benefits are security or protection to property, property improvements and goods as set forth below:

1. Improvement to traffic circulation.
2. Reduction in night accidents and attendant human misery and economic loss.
3. Less vulnerability to criminal assault at night.
4. Promotion of business during nighttime hours for commercial properties.
5. Increased nighttime safety on roads and highways.
6. Improved ingress and egress to lots and parcels.
7. Reduction in vandalism and other criminal acts.
8. Reduction in burglaries.
9. The enhancement to the value of property which results from the foregoing benefits.

Intensity or degree of illumination provided on streets varies with the type of street, date of installation and the use of the property adjacent thereto.

The majority of parcels within the Lighting District are residential properties. A value of one (1) basis unit has been assigned to a residential unit. A residential unit is defined as a single-family unit, condominium unit, rental unit or apartment unit. Parcels in other land use categories, not used as residential, were then evaluated and rated by comparison with the basis unit.

Each land use evaluation takes into consideration – foot traffic, vehicular traffic, and hours of occupancy. Commercial and industrial properties have been assigned additional units based on the comparative benefits, number of people that would be expected to benefit from the lighting, security and intensity of the lights provided. The average light intensities and energy consumption for commercial areas is greater than that required for residential areas.

SECTION 8. GRAFFITI REMOVAL

The cost for graffiti removal shall include, but not limited to, the cost of cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Graffiti removal is considered a general property benefit and is assessed in the same manner and is included in the Street and Sidewalk Landscape Assessment.

SECTION 9. TRAFFIC SIGNALS

The following traffic signals are entirely or partially maintained by the City.

- * Mountain Avenue and Huntington Drive.
- * Mountain Avenue and Central Avenue.
- * Mountain Avenue and Evergreen Street.
- * Mountain Avenue and Duarte Road.
- * Mountain Avenue at Walmart/Home Depot
- * Mountain Avenue at Best Buy
- * Buena Vista Street and Huntington Drive.
- * Buena Vista Street and Central Avenue.
- * Buena Vista Street and Evergreen Street.
- * Buena Vista Street and Duarte Road.
- * Highland Avenue and Huntington Drive.
- * Mount Olive Drive and Huntington Drive.
- * Las Lomas Road and Huntington Drive.
- * Crestfield Road and Huntington Drive
- * Mountain Vista Plaza at Huntington Drive
- * Pops Road and Huntington Drive

SECTION 10. DIAGRAM FOR THE ASSESSMENT DISTRICT

A copy of the proposed assessment diagram is on file in the City Clerk’s office, and includes all the property within the City limits of the City of Duarte. Reference is made to the Los Angeles County Assessor Maps as to parcel location and dimensions. The City Council, at the time of formation of the District of 1978, determined that the public utilities right-of-ways should be assessed based upon the actual benefit to the public utility right-of-ways.

SECTION 11. ASSESSMENT ZONES

Zone 1 All the Property within the City except those Properties in Zones 2 through 18

All properties that are not in a special zone are assessed within this zone. Assessment for areas without street lighting are reduced to reflect the cost component of the City's budget. Areas with street lighting are assessed based upon a unit basis for single family zoned property and residentially used property. Commercial, industrial and multi-residential zone properties are assessed based upon lot size and street frontage.

All of the properties in Zones 3 through 18 are assessed their share of the citywide lighting, street, sidewalk and park maintenance in addition to special maintenance assessment. Zone 2 is assessed specifically for their gas lights.

Street Lighting

The cost for street lighting in all zones is assessed to all residential lots based upon the special benefit and to commercial and industrial based upon frontage and area benefit.

Citywide Park Maintenance

The cost of park maintenance determined as a direct benefit is assessed to all single-family units and all condominium units based upon a unit assessment.

Citywide Street Maintenance Cost

The cost in all zones is assessed to all lots on a unit cost per lot, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

Zone 2 Mesa Area GasLights

This area is served by gaslights. The cost of gas lighting is assessed equally to all lots. The cost to maintain the Rim Road slope constructed in 2008, which was a general fund expense is no longer included in this report.

Zone 3 Emblem House Tract 33532

This zone was created at the request of the Developer (Emblem Homes), in lieu of a homeowner's association. The Developer installed sprinkler guns to irrigate the natural area north of the homes for fire protection. The maintenance of the sprinkler guns is a special benefit to all lots within the subdivision. The areas adjacent to the landscaping are given a benefit of 30% greater than the remainder of the lots.

Lots 1, 2, 18-119 are not adjacent to landscape areas
Lots 3-17 are assessed a 30% surcharge.

As in previous years, the City's General Fund has paid for this fire protection.

Zone 4 Las Lomas Villas Tracts 33964, 34892 & 35709

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The Developer, for the benefit of all lots, installed the landscaping as a special benefit to all lots, within the tract and is assessed equally to all lots. The assessment is based on a voter-approved formula, which provides for an annual C.P.I. increase not to exceed 3%. The C.P.I. for the year ending March 31, 2013 was 1.3%. This would allow for an assessment increase of \$4.72 per parcel to \$367.51 per parcel. A 1.3% increase in levy is proposed for Fiscal Year 2013-14.

Zone 5 Kaufman and Broad Development Phase 1 – Tract 35415(Encanto Parkway)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The entrance landscaping on Encanto Parkway was installed by the Developer, as a special benefit to all lots, within the tract and is assessed equally to all lots. Since the extension landscaping along Encanto Parkway is also being considered a Citywide benefit, fifty (50) percent of the cost (\$7532.00) has been moved to the Citywide Street portion of the Assessment District. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 208 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. Consequently, the level of maintenance was reduced to balance the expenditures with the assessment.

Zone 6 Kaufman and Broad Development Phase II – Tracts 35631 and 41717 (Rancho Verde)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 208 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. Consequently, the level of maintenance was reduced to balance the expenditures with the assessment.

Zone 7 Amberwood Tract 35711

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending March 31, 2013 was 1.3%. This would allow for an assessment increase of \$5.34 per parcel to \$416.10 per parcel. A C.P.I. increase of 1.3% is proposed for fiscal year 2013-14.

Zone 8 Village at Windsor Tract 39457

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending

March 31, 2013 was 1.3%. This would allow for an assessment increase of \$4.27 per parcel to \$332.91 per parcel. A C.P.I. increase of 1.3% is being proposed for Fiscal Year 2013-14.

Zone 9 Tract 32993 (Kendick Tract) and Tracts 35135, 35136, 35137 (Hearthstone Homes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 208 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. The level of maintenance was reduced to balance the budget with the assessment.

Zone 10 Tracts 35138, 35139, 38393 & 39932 (Hearthstone Del Norte)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The tracts are specially benefited equally by the landscaping installed by the Developer except for the lots adjacent to that landscaping maintained by the district, which has an additional special benefit of 10%.

Total lot count not assessed the additional 10% = 170 lots

Lots assessed 10% additional benefit:

- (2) Lots 18,20 (Tract 35139)
- (4) Lots 25-28 (Tract 39932)
- (11) Lots 10, 11, 17-20, 31-34, 39 (Tract 38393)

Zone 11 Tract 42150 (TKI Townhomes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots. The Board of Directors of the Home Owners Association in 2004 requested that the City allow the Home Owners Association to maintain the landscaping. The request was approved. A zero assessment for the landscaping within this zone has thus been shown.

Zone 12 Tract 33704 (Benchmark Homes)

This zone has been eliminated.

Zone 13 Mike's Center

This zone was created, at the request of the property owners, to maintain improvements installed by the City and financed by the property owners with assistance from Community Development Block Grant Funds. The lighting and landscaping was installed as a special benefit to all lots and is assessed based on lot area.

Zone 14 Tract 51911 (Las Brisas Development)

This zone was created upon the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed on a per lot basis. This zone was formed in 1995. At the time of the formation of this zone, the assessment was based upon a formula, which recognized the increase of inflation. The C.P.I. for the year ending March 31, 2013 was 1.3%. This would allow for an assessment increase of \$6.15 per parcel to \$479.05 per parcel. A C.P.I. increase of 1.3% is proposed for this fiscal year.

Zone 15 Tracts 52121 and 52255 (Las Posadas Development)

This zone was created in 1997 upon the request of the developer in lieu of a homeowners association maintaining the landscaping. The landscaping was installed by the developer, for the special benefit to all lots, and is assessed on a per lot basis. At the time of formation of the zone, the assessment was based upon a formula which allows for an assessment increase of up to 3 percent per year. The C.P.I. for the year ending March 31, 2013 was 1.3%. This would allow for an assessment increase of \$5.72 per parcel to \$446.05 per parcel. A C.P.I. increase of 1.3% is proposed for Fiscal Year 2013-14.

Zone 16 Tract 52336 (Buena Vista Villas)

This zone was created upon the request of the developer and a vote of the property owner in 1998. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. This zone was created in 1998. The assessment is based upon a formula which provides for an assessment increase of up to 3 percent per year. The C.P.I. for the year ending March 31, 2013 was 1.3%. A C.P.I. increase of 1.3% raises the maximum assessment by \$6.10 per parcel from \$469.26 to \$475.36 per parcel. A C.P.I. increase of 1.3% is proposed for Fiscal Year 2013-14.

Zone 17 Tract 52704 (Citrus Collection)

This zone was created upon the request of the developer and a vote of the property owner in 2000. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase of up to 3 percent per year. The C.P.I. for the year ending March 31, 2013 was 1.3%. A C.P.I. increase of 1.3% raises the maximum assessment by \$8.69 per parcel from \$668.75 to \$677.44 per parcel. For Fiscal Year 2013-14, a levy of \$522.73 per parcel is required to balance expenses. While \$522.73 greater than Fiscal Year 2011-12, it is less than the maximum allowed assessment of \$677.44 per parcel.

Zone 18 Tract 52867(Ridgecrest Estates)

This zone was created upon the request of the developer and a vote of the property owners in 2011. The developer installed all the landscaping to specially benefit all lots equally and the drainage improvements to benefit the development specifically and the City generally equally. The development share of the drainage improvements benefits all the lots equally. The assessment is levied thus on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase based on the CPI with a maximum of 3% per year. The special assessment was approved on December 13, 2011 per Resolution 11-49. The CPI for the year ending March 31, 2013 was 1.3%. A CPI increase of 1.3% raises the maximum assessment by \$18.04 per parcel from \$1,387.67 to \$1,405.71. A CIP increase of 1.3% is proposed for fiscal year 2013-14.

**2013-14 CITYWIDE DISTRICT,
SENIOR CENTER BOND PAYMENT
AND SPECIAL BENEFIT ZONE CALCULATIONS**

Citywide Lighting, Street, Senior Center Bond Payment and Special Zone Costs

| | | |
|-------------------------------------------------------|----------------------|----------------------|
| Lighting, Street & Civic Center Bond Payment Expenses | \$1,125,700.00 | |
| General Fund Contribution (Deficit) | <u>\$ 202,494.00</u> | |
| <u>Total Citywide Assessment for 2013-2014</u> | | \$ 923,206.00 |

Parks

| | | |
|-------------------------------------|-----------------------|--|
| Park Maintenance* | \$ 355,839.00 | |
| General Fund Contribution (Deficit) | <u>\$ (19,829.00)</u> | |
| Total Parks Assessment | \$ 335,010.00 | |

Street Lighting

| | | |
|-------------------------------------|------------------------|--|
| Lighting Maintenance Cost | \$ 311,900.00 | |
| General Fund Contribution (Deficit) | <u>\$ (131,806.00)</u> | |
| Total Citywide Lighting Assessments | \$ 180,094.00 | |

Citywide Street

| | | |
|-----------------------------------------------|-----------------------|--|
| Street Maintenance Cost | \$ 232,961.00 | |
| General Fund Loan Repayment 2010-11 | <u>\$ (49,859.00)</u> | |
| Total Citywide Street Assessments for 2012-13 | \$ 183,102.00 | |

Senior Center Bond Payment

| | | |
|----------------------------------|-----------------|--|
| Bond Payment | \$ 225,000.00 | |
| General Fund Contribution | <u>\$ _____</u> | |
| Total Senior Center Bond Payment | \$ 225,000.00 | |

Special Benefit Zone Maintenance Cost

| | | |
|----------------------------------------------------------------|-----------------------|----------------------|
| Maintenance Cost | \$ 281,518.00 | |
| Transfer to Reserve | \$ 1,742.00 | |
| Transfers from Reserve (Deficit) | \$ 317.00 | |
| General Fund Contribution (Deficit) | \$ 0 | |
| Credited Surplus | \$ (1,000.00) | |
| General Fund Expenses ** | <u>\$ (11,332.00)</u> | |
| <u>Total Special District Assessments for 2013-2014</u> | | \$ 270,611.00 |

Grand Total Citywide Senior Center Bond Payment and Special Benefit Zones Assessments for 2013-14 **\$1,193,817.00**

* This does not include the sports park maintenance costs which cannot be included in the District.

** Includes \$3,800.00 (Emblem Homes) and \$7,532.00 (Encanto Parkway).

**2013-14 CITYWIDE STREET LIGHTING AND
SENIOR CENTER BOND PAYMENT
AND SPECIAL BENEFIT ZONE CALCULATIONS**

| ZONE | DISTRICT | 2011-12 | 2012-13 | 2013-14 |
|-------------|-------------------------|----------------|----------------|----------------|
| 1 | Lighting | \$ 30.44 | \$30.44 | \$30.44 |
| | Street Maintenance | \$ 34.96 | \$34.96 | \$34.96 |
| | Parks | \$ 59.42 | \$59.42 | \$59.42 |
| | (Average Single Family) | | | |
| | Sub-Total | \$124.82 | \$124.82 | \$124.82 |
| 2 | Mesa Area | \$237.60 | \$237.60 | \$237.60 |
| 3 | Emblem Homes | | | |
| | Base Cost | \$124.82 | \$124.82 | \$124.82 |
| | Surcharge Lots | \$124.82 | \$124.82 | \$124.82 |
| 4 | Las Lomas Villas | \$480.50 | \$487.61 | \$492.33 |
| 5 | Encanto Parkway | \$186.56 | \$186.56 | \$186.56 |
| 6 | Rancho Verde | \$343.32 | \$343.32 | \$343.32 |
| 7 | Amberwood | \$527.53 | \$535.58 | \$540.92 |
| 8 | Windsor | \$447.02 | \$453.46 | \$457.73 |
| 9 | Kendick, Hearthstone | \$158.27 | \$158.27 | \$158.27 |
| 10 | Hearthstone | | | |
| | Base Cost | \$270.81 | \$270.81 | \$270.81 |
| | Surcharge Lots | \$287.03 | \$287.03 | \$287.03 |
| 11 | T.K.I. Townhomes | \$124.82 | \$124.82 | \$124.82 |
| 12 | Benchmark Homes | \$124.82 | \$124.82 | \$124.82 |

SPECIAL DISTRICT ASSESSMENT COMPARISON

| ZONE | DISTRICT | 2011-12 | 2012-13 | 2013-14 |
|-------------|--------------------|----------------|----------------|----------------|
| 13 | Mike's Center | | | |
| | 8530-018-027 | \$2,334.91 | \$2,334.91 | \$2,334.91 |
| | 8530-018-028 | \$1,151.76 | \$1,151.76 | \$1,151.76 |
| | 8530-018-029 | \$1,198.19 | \$1,198.19 | \$1,198.19 |
| | 8530-018-030 | \$ 548.67 | \$ 548.67 | \$ 548.67 |
| | 8530-018-031 | \$ 548.67 | \$ 548.67 | \$ 548.67 |
| | 8530-018-032 | \$ 548.67 | \$ 548.67 | \$ 548.67 |
| | 8530-018-033 | \$2,395.96 | \$2,395.96 | \$2,395.96 |
| | 8530-018-034 | \$3,013.36 | \$3,013.36 | \$3,013.36 |
| | 8530-018-054 | \$1,880.36 | \$1,880.36 | \$1,880.36 |
| | 8530-018-055 | \$9,119.66 | \$9,119.66 | \$9,119.66 |
| | | \$22,743.65 | \$22,743.65 | \$22,743.65 |
| 14 | Las Brisas | \$ 588.45 | \$ 597.72 | \$603.87 |
| 15 | Las Posadas | \$ 556.52 | \$ 565.15 | \$570.87 |
| 16 | Buena Vista Villas | \$ 584.88 | \$ 594.08 | \$600.18 |
| 17 | Citrus Collection | \$ 624.82 | \$ 647.55 | \$647.55 |
| 18 | Ridgecrest Estates | \$ 0 | \$1,387.67 | \$1405.71 |

**ZONE 2 – MESA AREA
(FUND 2430)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|-------------|--------------------|
| Gas | \$ 8,500.00 | |
| Repairs and Replacement | \$ 3,000.00 | |
| Personnel | \$ 2,300.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$13,800.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|-------------|--------------------|
| Special Zone Assessment 2013-14 | \$12,800.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Credited Surplus | \$ 1,000.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$13,800.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-------------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$0 |
| 2012 | \$3,389.00 |
| 2013 | \$3,389.00 (est.) |

Zone 2 Information

| | | |
|----------------------------------------------|-----------|---------------|
| Number of lots to be assessed | | 100 |
| GAS LIGHTING – COST PER LOT | \$ | 128.00 |
| Intersection Only Lighting – Cost Per Lot | \$ | 15.22 |
| Citywide Street Maintenance - Cost Per Lot * | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 237.60 |

*Includes Senior Center Bond Issue

**ZONE 3 – EMBLEM HOMES
(FUND 2429)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|-------------|-------------------|
| Water | \$ 1,400.00 | |
| Electric | \$ 300.00 | |
| Repairs and Replacement | \$ 1,000.00 | |
| Personnel | \$ 1,100.00 | |
| Transfer to Reserve | \$ 0 | |
| Total Expenses | | \$3,800.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|-------------|-------------------|
| Special Zone Assessment 2013-14 | \$ 0.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 3,800.00 | |
| Total Revenue | | \$3,800.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|---------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$0 |
| 2012 | \$0 |
| 2013 | \$0 |

Zone 3 Information

| | | |
|---------------------------------------|----|--------|
| Number of lots to be assessed | | 121 |
| LANDSCAPE COST PER LOT | | |
| Base Cost 100 | \$ | 0 |
| Surcharge Lots 19 + 30% | \$ | 0 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| City-Wide Street Maintenance Per Lot* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | | |
| Base Cost | \$ | 124.82 |
| Surcharge | \$ | 124.82 |

*Includes Senior Center Bond Issue

**ZONE 4 – LAS LOMAS VILLAS
(FUND 2421)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|--------------|--------------------|
| Water | \$ 13,500.00 | |
| Electric | \$ 500.00 | |
| Repairs and Replacement | \$ 3,912.00 | |
| Landscape Maintenance | \$ 15,600.00 | |
| Personnel | \$ 12,200.00 | |
| Transfer to Reserve | \$ 594.00 | |
| Total Expenses | | \$46,306.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|--------------|--------------------|
| Special Zone Assessment 2013-14 | \$ 46,306.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$46,306.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-------------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$1,398.00 |
| 2012 | (\$2,453.00) |
| 2013 | (\$2,453.00) est. |

Zone 4 Information

| | | |
|--------------------------------------------|-----------|---------------|
| Number of lots to be assessed | | <u>126</u> |
| Landscape Per Lot | \$ | 367.51 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance Cost Per Lot * | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 492.33 |

*Includes Senior Center Bond Issue

**ZONE 5 – ENCANTO PARKWAY
(FUND 2422)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|-------------|--------------------|
| Water | \$ 3,200.00 | |
| Electric | \$ 1,100.00 | |
| Repairs and Replacement | \$ 1,864.00 | |
| Landscape Maintenance | \$ 5,500.00 | |
| Personnel | \$ 3,400.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$15,064.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|-------------|--------------------|
| Special Zone Assessment 2013-14 | \$ 7,532.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 7,532.00 | |
| Total Revenue | | \$15,064.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-------------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$2,405.00 |
| 2012 | \$2,594.00 |
| 2013 | \$2,594.00 (est.) |

Zone 4 Information

| | | |
|-------------------------------------------|-----------|---------------|
| Number of lots to be assessed | | 122 |
| Landscape Per Lot | \$ | 61.74 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance Cost Per Lot* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 186.56 |

*Includes Senior Center Bond Issue

**ZONE 6 – RANCHO VERDE
(FUND 2427)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|-------------|--------------------|
| Water | \$ 7,500.00 | |
| Electric | \$ 600.00 | |
| Repairs and Replacement | \$ 2,746.00 | |
| Landscape Maintenance | \$ 8,600.00 | |
| Personnel | \$ 5,900.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$25,346.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|--------------|--------------------|
| Special Zone Assessment 2013-14 | \$ 25,346.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$25,346.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-------------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$5,602.00 |
| 2012 | \$4,572.00 |
| 2013 | \$4,572.00 (est.) |

Zone 6 Information

| | | |
|-------------------------------------------|-----------|---------------|
| Number of lots to be assessed | | <u>116</u> |
| Special Landscape Per Lot | \$ | 218.50 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance Cost Per Lot* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 343.32 |

*Includes Senior Center Bond Issue

**ZONE 7 – AMBERWOOD
(FUND 2423)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|-------------|--------------------|
| Water | \$ 7,000.00 | |
| Electric | \$ 300.00 | |
| Repairs and Replacement | \$ 1,538.00 | |
| Landscape Maintenance | \$10,500.00 | |
| Personnel | \$ 2,200.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$21,538.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|--------------|--------------------|
| Special Zone Assessment 2013-14 | \$ 21,221.00 | |
| Transfer From Reserve | \$ 317.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$21,538.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-----------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$2,417.00 |
| 2012 | \$638.00 |
| 2013 | \$638.00 (est.) |

Zone 7 Information

| | | |
|-------------------------------------------|-----------|---------------|
| Number of lots to be assessed | | 51 |
| Landscape Per Lot | \$ | 416.10 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance Cost Per Lot* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 540.92 |

*Includes Senior Center Bond Issue

**ZONE 8 – WINDSOR
(FUND 2424)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|------------------|--------------------|
| Water | \$ 2,200.00 | |
| Electric | \$ 300.00 | |
| Repairs and Replacement | \$ 917.00 | |
| Landscape Maintenance | \$ 6,600.00 | |
| Personnel | \$ 2,800.00 | |
| Transfer to Reserve | <u>\$ 116.00</u> | |
| Total Expenses | | \$12,983.00 |

ESTIMATED REVENUE

| | | |
|---------------------------------|----------------|--------------------|
| Special Zone Assessment 2013-14 | \$12,983.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer from General Fund | <u>\$ 0.00</u> | |
| Total Revenue | | \$12,983.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-----------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$1,189.00 |
| 2012 | \$297.00 |
| 2013 | \$297.00 (est.) |

Zone 8 Information

| | | |
|-------------------------------------------|-----------|---------------|
| Number of lots to be assessed | | 39 |
| Special Landscape per Lot | \$ | 332.91 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance Cost Per Lot* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| CITYWIDE ONLY COST PER LOT | \$ | 457.73 |

*Includes Senior Center Bond Issue

**ZONE 9 – KENDICK (TRACT 32993)
HEARTHSTONE (TRACTS 35135, 35136, 35137)
(FUND 2420)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------|-------------|-------------------|
| Water | \$ 1,500.00 | |
| Repairs and Replacement | \$ 500.00 | |
| Landscape Maintenance | \$ 4,100.00 | |
| Personnel | \$ 2,162.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$8,262.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|-------------|-------------------|
| Special Zone Assessment 2013-14 | \$ 8,262.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$8,262.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-----------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | (\$376.00) |
| 2012 | (\$104.00) |
| 2013 | (\$104.00 est.) |

Zone 9 Information

| | |
|---------------------------------------------|------------------|
| Number of lots to be assessed | 247 |
| Special Landscape Per Lot | \$ 33.45 |
| Street Lighting Cost Per Lot | \$ 30.44 |
| Citywide Street Maintenance – Cost Per Lot* | \$ 34.96 |
| Park Assessment Per Lot | \$ 59.42 |
| TOTAL COST PER LOT | \$ 158.27 |

*Includes Senior Center Bond Issue

ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)

ESTIMATED EXPENSES 2013-14

| | | |
|--------------------------|-------------|--------------------|
| Other Services | \$ 5,300.00 | |
| Water | \$ 9,400.00 | |
| Electric | \$ 2,800.00 | |
| Repairs and Replacements | \$ 500.00 | |
| Landscape Maintenance | \$ 6,400.00 | |
| Personnel | \$ 3,176.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$27,576.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|--------------|--------------------|
| Special Zone Assessment 2013-14 | \$ 27,576.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$27,576.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-------------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$9,547.00 |
| 2012 | \$9,654.00 |
| 2013 | \$9,654.00 (est.) |

Zone 10 Information

| | | |
|-------------------------------------------|----|--------|
| Number of lots to be assessed | | 187 |
| LANDSCAPE COST PER LOT | | |
| Base Cost (170) | \$ | 145.99 |
| Surcharge Lots (17) | \$ | 162.21 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance Cost Per Lot* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |

ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)

TOTAL COST PER LOT

| | |
|-----------------------|------------------|
| Base Cost | \$ 270.81 |
| Surcharge Lots | \$ 287.03 |

*Includes Senior Center Bond Issue

**ZONE 11 – T.K.I. TOWNHOMES
(FUND 2428)**

ESTIMATED EXPENSES 2013-14 **\$0**

ESTIMATED REVENUE 2013-14 **(\$0)**

Zone 11 Information

| | | |
|-------------------------------------------|----|----------------------|
| Number of lots to be assessed | | <u>17</u> |
| LANDSCAPE COST PER LOT | \$ | 0 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance Cost Per Lot* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | | \$ 124.82 |

*Includes Senior Center Bond Issue

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

ESTIMATED EXPENSES 2013-14

| | | |
|--------------------------|-------------|--------------------|
| Parking Lot Sweeping | \$ 7,200.00 | |
| Water | \$ 800.00 | |
| Electric | \$ 7,128.00 | |
| Repairs and Replacements | \$ 700.00 | |
| Landscape Maintenance | \$ 2,200.00 | |
| Personnel | \$ 2,600.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$20,628.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|-------------|--------------------|
| Special Zone Assessment 2013-14 | \$20,628.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$20,628.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-----------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | (\$629.00) |
| 2012 | (\$258.00) |
| 2013 | (\$258.00 est.) |

Zone 13 Information

| | | |
|-------------------------------|-----------|--------------------------|
| Number of lots to be assessed | <u>10</u> | |
| LANDSCAPE COST PER LOT | | |
| TOTAL COST PER AREA: | | \$0.09503/sq. ft. |

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

| Parcel Number | Square Feet | 2013/14 Landscape Assessment | Frontage Feet | 2013/14 Citywide Street Maintenance | 2013/14 Total Assessment |
|--------------------------|------------------------|---------------------------------------------|--------------------------|--------------------------------------------------------|-----------------------------------------|
| 8530-018-027 | 22,216 | \$2,111.24 | 89.21 | \$223.67 | \$2,334.91 |
| 8530-018-028 | 10,890 | 1,034.90 | 43.92 | 116.86 | 1,151.76 |
| 8530-018-029 | 11,325 | 1,076.24 | 46.08 | 121.65 | 1,198.19 |
| 8530-018-030 | 5,125 | 487.04 | 20.50 | 61.63 | 548.67 |
| 8530-018-031 | 5,125 | 487.04 | 20.50 | 61.63 | 548.67 |
| 8530-018-032 | 5,125 | 487.04 | 20.50 | 61.63 | 548.67 |
| 8530-018-033 | 23,087 | 2,194.01 | 80.00 | 201.95 | 2,395.96 |
| 8530-018-034 | 28,750 | 2,732.18 | 115.00 | 284.50 | 3,013.36 |
| 8530-018-054 | 17,860 | 1,697.28 | 72.00 | 183.08 | 1,880.36 |
| 8530-018-055 | <u>87,560</u> | <u>8,321.03</u> | <u>333.00</u> | <u>798.63</u> | <u>9,119.66</u> |
| | 217,063 | \$20,628.00 | 840.71 | \$2,115.23 | \$22,743.65 |

**ZONE 14 – LAS BRISAS HOMES
(FUND 2431)**

ESTIMATED EXPENSES 2013-14

| | | |
|--------------------------|-------------|--------------------|
| Water | \$ 3,200.00 | |
| Electric | \$ 400.00 | |
| Repairs and Replacements | \$ 2,689.00 | |
| Landscape Maintenance | \$ 9,600.00 | |
| Personnel | \$ 3,500.00 | |
| Transfer to Reserve | \$ 252.00 | |
| Total Expenses | | \$19,641.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|--------------|--------------------|
| Special Zone Assessment 2013-14 | \$ 19,641.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$19,641.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-----------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$3,334.00 |
| 2012 | (\$453.00) |
| 2013 | (\$453.00 est.) |

Zone 14 Information

| | | |
|-------------------------------|-----------|---------------|
| Number of lots to be assessed | | 41 |
| Landscape Per Lot | \$ | 479.05 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance* | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 603.87 |

*Includes Senior Center Bond Issue

**ZONE 15 – LAS POSADAS HOMES
(FUND 2432)**

ESTIMATED EXPENSES 2013-14

| | | |
|--------------------------|------------------|--------------------|
| Water | \$ 2,100.00 | |
| Electric | \$ 300.00 | |
| Repairs and Replacements | \$ 1,355.00 | |
| Landscape Maintenance | \$ 10,000.00 | |
| Personnel | \$ 6,500.00 | |
| Transfer to Reserve | <u>\$ 263.00</u> | |
| Total Expenses | | \$20,518.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|----------------|--------------------|
| Special Zone Assessment 2013-14 | \$20,518.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | <u>\$ 0.00</u> | |
| Total Revenue | | \$20,518.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-----------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | (\$908.00) |
| 2012 | (\$620.00) |
| 2013 | (\$620.00 est.) |

Zone 15 Information

| | | |
|--------------------------------|-----------|---------------|
| Number of lots to be assessed | | 46 |
| LANDSCAPE COST PER LOT | \$ | 446.05 |
| Street Lighting Cost Per Lot * | \$ | 30.44 |
| City-wide Street Maintenance | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 570.87 |

*Includes Senior Center Bond Issue

**ZONE 16 – BUENA VISTA VILLAS
(FUND 2433)**

ESTIMATED EXPENSES 2013-14

| | | |
|--------------------------|------------------|--------------------|
| Water | \$ 3,500.00 | |
| Electric | \$ 300.00 | |
| Repairs and Replacements | \$ 1,116.00 | |
| Landscape Maintenance | \$ 6,400.00 | |
| Personnel | \$ 3,700.00 | |
| Transfer to Reserve | <u>\$ 196.00</u> | |
| Total Expenses | | \$15,212.00 |

Estimated Revenue 2013-14

| | | |
|---------------------------------|----------------|--------------------|
| Special Zone Assessment 2013-14 | \$ 15,212.00 | |
| Transfer From Revenue | \$ 0.00 | |
| Transfer From General Fund | <u>\$ 0.00</u> | |
| General Revenue | | \$15,212.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-------------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$1,508.00 |
| 2012 | \$1,038.00 |
| 2013 | \$1,038.00 (est.) |

Zone 16 Information

| | |
|-------------------------------|------------------|
| Number of lots to be assessed | <u>32</u> |
| LANDSCAPE COST PER LOT | \$ 475.36 |
| Street Lighting Cost per Lot | \$ 30.44 |
| Citywide Street Maintenance* | \$ 34.96 |
| Park Assessment Per Lot | \$ 59.42 |
| TOTAL COST PER LOT | \$ 600.18 |

*Includes Senior Center Bond Issue

**ZONE 17 – CITRUS COLLECTION
(FUND 2434)**

ESTIMATED EXPENSES 2013-14

| | | |
|--------------------------|-------------|--------------------|
| Water | \$ 1,500.00 | |
| Electric | \$ 1,500.00 | |
| Repairs and Replacements | \$ 1,200.00 | |
| Landscape Maintenance | \$ 4,400.00 | |
| Personnel | \$ 2,900.00 | |
| Transfer to Reserve | \$ 0.00 | |
| Total Expenses | | \$11,500.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|--------------|--------------------|
| Special Zone Assessment 2012-13 | \$ 11,500.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$11,500.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|-----------------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | (\$83.00) |
| 2012 | \$665.00 |
| 2013 | \$665.00 (est.) |

Zone 17 Information

| | | |
|-------------------------------|-----------|---------------|
| Number of lots to be assessed | | 22 |
| LANDSCAPE COST PER LOT | \$ | 522.73 |
| Street Lighting Cost Per Lot | \$ | 30.44 |
| Citywide Street Maintenance * | \$ | 34.96 |
| Park Assessment Per Lot | \$ | 59.42 |
| TOTAL COST PER LOT | \$ | 647.55 |

*Includes Senior Center Bond Issue

**ZONE 18 – RIDGECREST ESTATES
(FUND 2435)**

ESTIMATED EXPENSES 2013-14

| | | |
|-------------------------------------|-------------|--------------------|
| Fuel Modification | \$ 4,000.00 | |
| Water | \$ 4,500.00 | |
| Electric | \$ 400.00 | |
| Repairs and Replacements | \$ 500.00 | |
| Landscape Maintenance | \$ 6,200.00 | |
| Debris Basins/Storm Drain System*** | \$ 1,000.00 | |
| Observation/Oversight | \$ 1,500.00 | |
| Reserve/Contingency (15%) | \$ 2,715.00 | |
| Transfer to Reserve | \$ 271.00 | |
| Total Expenses | | \$20,086.00 |

ESTIMATED REVENUE 2013-14

| | | |
|---------------------------------|-------------|--------------------|
| Special Zone Assessment 2013-14 | \$21,086.00 | |
| Transfer From Reserve | \$ 0.00 | |
| Transfer From General Fund | \$ 0.00 | |
| Total Revenue | | \$21,086.00 |

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

| Fiscal Year Ending | Balance |
|-----------------------|---------|
| 2009 | \$0 |
| 2010 | \$0 |
| 2011 | \$0 |
| 2012 | \$0 |
| 2013 | \$ |

Zone 18 Information

| | |
|-------------------------------|-------------------|
| Number of lots to be assessed | 15 |
| LANDSCAPE COST PER LOT | \$1,405.71 |
| Street Lighting Cost per Lot | \$ 30.44 |
| Citywide Street Maintenance * | \$ 34.96 |
| Park Assessment Per Lot | \$ 59.42 |
| TOTAL COST PER LOT | \$1,530.53 |

*Includes Senior Center Bond Issue

**Previously approved by Resolution 11-49.

***One half actual estimated cost, City general fund contributing one half for General benefit.



CITY COUNCIL STAFF REPORT

Date: June 25, 2013

To: Mayor and City Council

From: Craig Hensley, AICP, Community Development Director 

Subject: Adoption of an Urgency Ordinance Establishing a Temporary Moratorium on the Establishment of Smoke Shops; Businesses Selling Paraphernalia and Vapor Cigarettes; and granting of Conditional Use Permits for Tobacco Smoking Establishments

RECOMMENDATION

Staff recommends that City Council adopt an urgency Ordinance establishing a temporary moratorium on the establishment of any new retail facilities that sell, as a primary use, tobacco, smoking paraphernalia and vapor cigarettes or e-cigarettes and on the granting of Conditional Use permits for tobacco smoking establishments to become effective immediately. Ordinance 13-O-02 is attached. A 4/5 vote is required to adopt this Ordinance.

BACKGROUND

Over the past few years the number of businesses that sell tobacco, smoking paraphernalia and vapor cigarettes or e-cigarettes has increased and inquiries about establishing additional facilities have become more common. There are several public safety concerns related to this trend and Staff feels that it is appropriate to place a moratorium on all new facilities while research is completed to develop more effective regulatory policies and requirements. Also, of some concern are tobacco smoking establishments that are allowed with a conditional use permit in the General Commercial (C-G) zone. While there are no tobacco smoking establishments in the community that have received a conditional use permit, it is a use issue that warrants analysis when considering appropriate local regulation.

Currently, there are six establishments in the city that sell tobacco, smoking paraphernalia and vapor cigarettes or e-cigarettes as the primary use. This moratorium would not impact any of these establishments, only new establishments attempting to locate in the city.

| DBA | Address | License Origination | License Expiration |
|---------------------|-----------------------------------|---------------------|--------------------|
| Smoke N' Stuff | 1094 Huntington (Mtn Vista Plaza) | 10/7/2008 | 10/31/2013 |
| Smoke Shop | 1144 Huntington (near KFC) | 1/30/2012 | 2/28/2014 |
| Best Buy Smoke Shop | 1398 Huntington (Mikes Food) | 2/28/2002 | 2/28/2014 |
| Tobacco Land Plus | 1735 Huntington (NEC Oak) | 3/5/2013 | 3/31/2014 |
| Tony's Smoke & Gift | 2165 Huntington (former KegNCork) | 1/14/2013 | 1/31/2014 |
| Cig Mart | 2237 Huntington (Fresh & Easy) | 7/29/2008 | 7/31/2013 |

Some of the tobacco and paraphernalia establishments are located in proximity to schools, parks and residential neighborhoods. Recently, the City Council adopted Tobacco Retail License Ordinance to more closely monitor the sale of tobacco to minors in the community. Just as the sale of tobacco to minors is a concern, so is the sale of smoking paraphernalia that can be used for tobacco and illegal drugs. Also, another recent trend is the growth in popularity of vapor cigarettes or e-cigarettes. E-cigarettes are battery operated devices with cartridges that are filled with liquid nicotine rather than tobacco and create a vapor inhaled by the user. While they are marketed as alternatives to cigarettes because of perceived reduced health risks, they do contain nicotine and seem to fall outside of most current regulations. The State Legislature is currently considering SB 468 that would create bans for e-cigarettes that are similar to those for tobacco cigarettes.

The specific concerns for Duarte related to facilities that sell tobacco, smoking paraphernalia and vapor cigarettes or e-cigarettes as the primary use are that: these establishments are currently unregulated by City Ordinance, there is no standard for over concentration and there are concerns related to the sale of these items to minors. Also, California Health and Safety Code Section 11364.5 regulates the methods by which paraphernalia is sold, requiring that there be limited access to minors. Duarte Municipal Code does not address this State Law requirement and it may be appropriate to consider amendments to address this issue.

Tobacco smoking establishments defined in Section 19.160.210, a "tobacco smoking establishment" is defined as "An establishment where smoking is permitted, such as hookah lounges, cigar clubs, and other private smoking businesses." These businesses may be located within the C-G (Commercial-General) zone of the City with a conditional use permit issued by the City. Based on the recent local focus on health effect related to smoking, additional analysis to determine the appropriateness of existing standards and requirements is warranted.

During the moratorium period, Staff will research possible regulatory requirements to develop sensible zoning standards to arrive at reasonable solutions. At this point, it is not Staff's intent to bring back regulations to prohibit the sale of this material throughout the city; rather to develop appropriate zoning standards to better regulate these establishments.

This moratorium will be valid for a 45 day period, at which time Staff may present the Council with a proposal for Development Code modifications. At least 10 days prior to the end of the 45 day period, Council must adopt a written report on the status of the review of the Development Code (i.e., the measures taken to alleviate the conditions leading to the moratorium). If the moratorium requires a further extension, a public hearing is required to consider extending the moratorium for up to a year after. Based on this timeline, Staff will conduct research on the topic and schedule a public hearing for July 29.

Attachment: Ordinance 13-O-02

ORDINANCE NO. 13-O-02

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 36934, 36937, AND 65858, ADOPTING 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

THE CITY COUNCIL OF THE CITY OF DUARTE DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. The City Council finds and determines as follows:

A. Title 19 of the Duarte Municipal Code sets forth the City's Development Code. The Development Code establishes zoning classifications within the City consistent with the Duarte General Plan. Section 19.12.020, including Table 2-5 therein, sets forth permitted, conditionally permitted, and non-permitted uses within the commercial zones of the City.

B. Section 19.12.020, including Table 2-5 therein, and Section 19.160.210, provide that "tobacco smoking establishments" may be located within the C-G (Commercial-General) zone of the City with a conditional use permit issued by the City. As set forth in Section 19.160.210, a "tobacco smoking establishment" is defined as "An establishment where smoking is permitted, such as hookah lounges, cigar clubs, and other private smoking businesses."

C. In addition, over the past few years, the City has seen a substantial increase in the number of retail establishments locating in the C-G Zone whose primary use is the sale of smoking products including but not limited to tobacco in various forms such as cigars, cigarettes, and pipes) and tobacco-related paraphernalia. There are currently six such retail establishments in the City (collectively, the "Existing Smoke Shops"), some of which are located in proximity to schools, parks, and residential neighborhoods:

- Smoke N' Stuff, 1094 Huntington Drive (within Mountain Vista Plaza);
- Smoke Shop, 1144 Huntington Drive (near KFC);
- Best Buy Smoke Shop, 1398 Huntington Drive (Mikes Food Center);
- Tobacco Land Plus, 1735 Huntington Drive (at northeast corner of Oak);
- Tony's Smoke Shop, 2165 Huntington Drive (formerly Keg N Cork location); and
- Cig Mart, 2237 Huntington Drive (in the Fresh & Easy center).

D. In addition to Duarte Municipal Code provisions prohibiting smoking in public parks and public areas and within 25 feet of such places, the City also recently adopted a Tobacco Retailer License Ordinance to require sellers of tobacco products within the City to obtain a license with the license fee devoted to enforcement activities to prevent the sale of

tobacco to minors in the community. Just as the sale of tobacco to minors is a concern, so to is the sale of smoking paraphernalia that can be used for tobacco and for illegal drugs.

E. Another recent trend is the growth in popularity of electronic cigarettes which may also be referred to as vapor cigarettes, personal vaporisers or PV, or e-cigarettes (all of the foregoing and similar devices, herein referred to as “electronic cigarettes”). Electronic cigarettes are a device, which may be battery operated, with cartridges or other appliances or mechanisms, that are filled with nicotine usually in liquid form, rather than tobacco, which create a vapor inhaled by the user. Electronic cigarettes formally defined in State law, Health & Safety Code Section 119405(b), as a “device that can provide an inhalable dose of nicotine by delivering a vaporized solution.” State law, at Health & Safety Code Section 119505(c), prohibits the sale of electronic cigarettes to persons under the age of 18. Although they are marketed as alternatives to cigarettes because of perceived reduced health risks, electronic cigarettes also contain nicotine. The State Legislature is currently considering additional legislation, Senate Bill 648, that would prohibit the advertising, sale, and use electronic cigarettes to the same extent that traditional tobacco cigarettes are prohibited.

F. There have been multiple persons contacting the City in recent months inquiring about establishing additional smoke shops. i.e., establishments whose primary use would be the sale of smoking products including but not limited to tobacco and tobacco-related paraphernalia, and potentially new forms of smoking including but not limited to electronic cigarettes. In addition, tobacco smoking establishments may have as a secondary use the sale of smoking products including but not limited to tobacco and tobacco-related paraphernalia, and potentially new forms of smoking including but not limited to electronic cigarettes.

G. Based on the foregoing, the City Council finds and declares there is a current and immediate threat to the public health, safety, or welfare, and that approval or issuance of additional licenses or permits, including but not limited to use permits, building permits, or any other applicable entitlement for use, which is required in order to comply with the Municipal Code, including the City’s Development Code, would result in that threat to public health, safety, or welfare. It is therefore in the interest of the community to immediately preserve the public health, safety, and welfare by adopting this urgency Ordinance to impose a moratorium, on an interim basis.

H. A city, pursuant Government Code Sections 36934, 36937, and 65858, may adopt an urgency ordinance to impose a moratorium as an interim measure for the immediate preservation of the public health, safety, and welfare, to prohibit any uses that may be in conflict with a contemplated zoning proposal that the legislative body, planning commission, or city planning department is considering or intends to study within a reasonable time.

I. Adoption of this urgency Ordinance will allow the City Community Development Department and its Planning Division to effectively study, and the Planning Division intends to study in the near future and within a reasonable time, the City’s Development Code and issues raised with respect to (A) the establishment of additional smoke shops, the zones in which such uses may be appropriate, the standards for such uses including separation or distance criteria

or other factors, and to explore the feasibility or desirability of amendments to the Development Code, and (B) whether the Development Code requires amendment with different or additional provisions or regulations with respect to tobacco smoking establishments.

SECTION 2. CEQA. The City Council finds and determines, for the reasons set forth in the Recitals, that the adoption of this Ordinance is exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

SECTION 3. Imposition of Moratorium; Term of Moratorium; Exception. From the effective date of this Ordinance and continuing for a period of the earlier of (A) forty-five (45) days (unless extended pursuant to Government Code Section 65858), or (B) until such time as the City Council adopts an ordinance amending the Development Code to address tobacco smoking establishments and smoke shop uses, (1) no new smoke shops, as defined hereinbelow, may be established, located, or operated within the City and no business license, building permit, or any other license or permit issued by the City shall be issued for any new smoke shop during the period this moratorium is in effect (and as may be extended pursuant to Government Code Section 65858), and (2) no conditional use permits shall be granted or issued under Title 19 of the Duarte Municipal Code for any tobacco smoking establishments. As used herein, the term "smoke shop" means any establishment whose primary use is the sale, renting, leasing, granting, giving, or in any other manner transferring to any person tobacco or other combustible or inhalable substance in any form, tobacco products, and/or tobacco paraphernalia, and including but not limited to any form of alternative to tobacco such as electronic cigarettes including but not limited to as defined in Health and Safety Code Section 119405(b).

SECTION 4. Effective Date. This Ordinance is declared to be an urgency ordinance by authority conferred on the City Council of the City of Duarte by Government Code Sections 36934, 36937, and 65858, and shall be in full force and effect immediately upon its adoption by a four-fifths vote of the City Council.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or

phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

SECTION 6. Posting Of Ordinance. The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED this 25TH day of June, 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 Ordinance No.13-O-02 was adopted by the City Council of the City of Duarte at a regular meeting of said Council held on the 25th day of June, 2013, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California

MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: June 25, 2013
SUBJECT: **Recommendation to Approve Memorandums of Understanding between City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees and Adopt Resolutions 13-R-16 and 13-R-18**

Recommendation

It is recommended that the City Council authorize the Mayor to execute the attached Memorandums of Understanding with the General Employees and the Management & Professional Employees and Adopt Resolutions 13-R-16 and 13-R-18 and direct staff to submit a certified copy of each resolution to the Board of Administration of the Public Employees' Retirement System.

Background

The City of Duarte has two employee bargaining units; the general employees and the management & professional employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). The City most recently entered into Memorandums of Understanding ("MOUs") with these two bargaining units in 2011. These MOUs are scheduled to expire on June 30, 2013. In anticipation of this expiration the representatives of the two bargaining units submitted a joint proposal in April 2013. The Assistant City Manager and a labor attorney analyzed the proposal, met with the City Manager and City Council and presented a counter proposal to the bargaining units. After several meetings with both the bargaining units and City Council, a tentative agreement has been prepared and the terms have been incorporated into the draft MOUs. The MOUs are scheduled to go to the Union members for ratification on Monday, June 24th, therefore the terms summarized below are not final. If the MOUs are NOT ratified, this item and the related resolutions will be pulled off the agenda. If they are ratified, the final drafts of the MOU will be presented to the City Council and available to the public for review.

Terms of the Tentative Agreement

The key elements of the tentative agreement that are different from the previous MOUs are as follows:

- The term of each MOU is to be one year.
- A salary increase of 1.0% effective July 1, 2013.

- The City's monthly contribution toward Medical Insurance will be increased to \$362.68 for employee only, \$725.36 for employee + one and \$942.97 for employee + two or more.
- Employees will be entitled to bereavement leave of 40 hours of paid leave per incident.
- Annual tuition reimbursement will be increased to \$2,800 for full time and \$2,100 for ¾ time employees.
- Paid holiday hours will be increased to 110 hours per year.
- Employees hired before March 19, 2012 (first tier) will contribute 7% towards CalPERS retirement
- A third retirement tier will be added pursuant to PEPRA (2% @ 62)
- City will have one unpaid shutdown day on Thursday, December 26, 2013.
- The annual safety shoe reimbursement will be increased to \$200 per qualified employee
- 10 hours of release time will be added for union training for union stewards and/or union board members.

If the City Council votes to approve and execute the MOUs with the two bargaining units, the attached resolutions must be adopted by City Council in order to implement the employer's contribution rates and medical insurance contribution rates as indicated in the MOU.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
FOR PAYING AND REPORTING THE VALUE OF EMPLOYER
PAID MEMBER CONTRIBUTIONS IN 2013/14**

WHEREAS, the Duarte City Council has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the Duarte City Council has a written Memorandum of Understanding which specifically provides for a portion of the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the Duarte City Council of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the Duarte City Council has identified the following conditions for the purpose of its election to pay EPMC;

This benefit shall apply to all employees of the Miscellaneous Category.

This benefit shall consist of paying one percent (1%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.

The effective date of this Resolution shall be July 1, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Duarte City Council elects to pay and report the value of EPMC; as set forth above.

PASSED, APPROVED, and ADOPTED this 25th day of June, 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. 13-16 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2013, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

WHEREAS, Government Code 22892 (a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b) of the Act, and

WHEREAS, the City of Duarte is a local agency contracting under the Act, and

WHEREAS, the City of Duarte certifies certain employees are represented by a bargaining unit and subject to a memorandum of understanding as follows:

Management & Professional Employees - SEIU, Local 721
General Employees - SEIU, Local 721;

NOW THEREFORE, the City Council of the City of Duarte, California, does hereby resolve as follows:

That the employer's contribution for each employee or annuitant shall be used toward the cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of \$362.68 with respect to employees or annuitants enrolled for self alone, \$725.36 for an employee or annuitant enrolled for self and one family member, and \$942.97 for an employee or annuitant enrolled for self and two or more family members plus administrative fees and Contingency Reserve Fund assessments.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 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. 13-18 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2013, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California