

June 10, 2014

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

TUESDAY, JUNE 10, 2014

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

LIZ REILLY, MAYOR
TZEITEL PARAS-CARACCI, MAYOR PRO TEM
JOHN FASANA, COUNCILMEMBER
MARGARET FINLAY, COUNCILMEMBER
SAMUEL KANG, 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
Jeffrey Melching, 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.

Notice: 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.

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

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. PLEDGE TO THE FLAG
4. MOMENT OF REFLECTION
5. FITNESS/MENTAL WARM-UP
6. SPECIAL ITEMS – Page 1
 - A. Proclamation – Relay for Life of Duarte
 - B. Recognition – Route 66 Car Wash
7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.
8. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)
Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City/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.
9. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
10. CONSENT CALENDAR – Page 3
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 – May 27, 2014 (CC/HA/SA/FA)
 - B. Approval of Warrants – June 2, 2014 (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. Recommendation to approve Services Agreement by and between the City of Duarte and the Duarte Chamber of Commerce, effective July 1, 2014 – June 30, 2015 (CC)
 - E. Recommendation to approve Building Lease by and between the City of Duarte and the Duarte Chamber of Commerce, effective July 1, 2014 – June 30, 2015 (CC)
 - F. Council Bill 14-R-13 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 DETOURED TRAFFIC FROM THE MOUNT OLIVE OFF-RAMP (CC)
 - G. Council Bill 14-O-03 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING CHAPTER 12.20 TO THE DUARTE MUNICIPAL CODE TO REGULATE THE INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITIES WHICH UTILIZE STREETS, PUBLIC RIGHTS-OF-WAY, AND EASEMENTS (Second Reading) (CC)
 - H. Council Bill 14-R-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 13-19 AND ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR EMPLOYEES (CC)

- I. Acceptance of Huntington Drive at Pops Road Traffic Signal and Intersection Improvements (PTM General Engineering Services, Inc.), and authorization for the City Clerk to initiate the Notice of Completion (CC)
 - J. Acceptance of Concrete Repair Program FY 2013/14 – Project #14-1 (Gentry Brothers, Inc.), and authorization for the City Clerk to initiate the Notice of Completion (CC)
 - K. Planning Commission reorganization (Receive and File) (CC)
 - L. City Council approval, adoption, and issuance of report on smoke shop/tobacco moratorium, and setting a Public Hearing for June 24, 2014, to consider extension of moratorium (CC)
 - M. Recommendation to approve 2014/2015 Prevention and Intervention Program (PIP) Agreement with Los Angeles County Probation Department (CC)
 - N. Approval of recommendation for use of 2014/15 State Supplemental Law Enforcement Services Funds (SLESF) and Citizens’ Option for Public Safety (COPS) grant funding (CC)
 - O. City Council/City Manager Conference Attendance – League of California Cities Annual Conference & Expo, September 3-5, 2014, Los Angeles; Duarte Chamber of Commerce Installation Dinner and Annual Meeting, June 27, 2014, Duarte (CC)
11. ITEMS REMOVED FROM CONSENT CALENDAR
12. PUBLIC HEARINGS – Page 79
- A. Council Bill 14-R-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014-2015 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972
 - B.1. Council Bill 14-O-04 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING SECTION 5.04.240, “GROUNDS FOR REVOCATION OR SUSPENSION,” TO TITLE 5, “BUSINESS LICENSES AND REGULATIONS” OF THE DUARTE MUNICIPAL CODE AND ADDING A NEW CHAPTER 6.21, “PSYCHOACTIVE BATH SALTS, PSYCHOACTIVE HERBAL INCENSE AND OTHER SYNTHETIC DRUGS,” TO TITLE 6 OF THE DUARTE MUNICIPAL CODE TO PROHIBIT THE POSSESSION, DISTRIBUTION AND SALE OF CERTAIN INTOXICATING CHEMICAL COMPOUNDS KNOWN AS SYNTHETIC DRUGS (MCA 14-4) (First Reading)
 - B.2. Council Bill 14-O-05 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, TO: (1) AMEND TABLE 2-5, “ALLOWED USES AND PERMIT REQUIREMENTS,” OF SECTION 19.12.020, “LAND USES AND PERMIT REQUIREMENTS,” OF CHAPTER 19.12, “COMMERCIAL ZONES (C-P, C-G, C-F),” OF ARTICLE 2, “ZONES, ALLOWABLE USES, AND DEVELOPMENT STANDARDS,” TO TITLE 19, “DEVELOPMENT CODE,” OF THE DUARTE MUNICIPAL CODE; (2) ADD SECTION 19.60.165, “TOBACCO SHOPS,” OF CHAPTER 19.60, “STANDARDS FOR SPECIFIC LAND USES AND ACTIVITIES,” OF ARTICLE 4, “STANDARDS FOR SPECIFIC LAND USES AND ACTIVITIES,” TO TITLE 19, “DEVELOPMENT CODE,” OF THE DUARTE MUNICIPAL CODE; (3) ADD SECTION 19.60.167, “ACCESSORY RETAIL SALES OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTE AND VAPING DEVICES, AND ASSOCIATED PARAPHERNALIA,” OF CHAPTER 19.60, “STANDARDS FOR SPECIFIC LAND USES AND ACTIVITIES,” OF ARTICLE 4, “STANDARDS FOR SPECIFIC LAND USES AND ACTIVITIES,” TO TITLE 19, “DEVELOPMENT CODE,” OF THE DUARTE MUNICIPAL CODE; AND (4) AMEND CHAPTER 19.160, “DEFINITIONS,” OF ARTICLE 9, “DEFINITIONS,” TO TITLE 19, “DEVELOPMENT CODE,” OF THE DUARTE MUNICIPAL CODE TO

REGULATE TOBACCO SHOPS AND THE ACCESSORY RETAIL SALE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTE AND VAPING DEVICES, AND ASSOCIATED PARAPHERNALIA (MCA 14-1) (First Reading)

- B.3. Council Bill 14-O-06 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING CHAPTER 5.09, "TOBACCO RETAILER LICENSE," TO TITLE 5, "BUSINESS LICENSES AND REGULATIONS," OF THE DUARTE MUNICIPAL CODE TO REQUIRE A TOBACCO RETAILER LICENSE TO SELL E-CIGARETTES AND VAPING DEVICES (MCA 14-2) (First Reading)
13. ITEM FROM TRAFFIC SAFETY COMMISSION – Page 175
Recommendation from Traffic Safety Commission to establish a two-hour parking restriction on portions of Duarte Road near the City of Hope, and resident only parking restrictions in the Cinco Robles area
14. BUSINESS ITEMS – Page 183
- A. Consideration/approval of City of Duarte and Housing Authority Fiscal Year 2014-15 Budget
 - B. Recommendation to approve agreement with Superior Property Services, Inc., for Graffiti Removal Services effective July 1, 2014 – July 1, 2015, and authorization for City Manager to execute the contract
15. CONTINUATION OF ORAL COMMUNICATIONS
*Any person who did **not** speak during the initial 30 minute Oral Communications period earlier in the meeting, who wishes to speak on any issue that is not on the Agenda but that is within the subject matter jurisdiction of the City Council/Successor Agency/Housing Authority/Financing Authority, may do so at this time. Each person may speak once for no more than 3 minutes. Under the Brown Act, members of the City Council/Successor Agency/Housing Authority/Financing Authority, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.*
16. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR (AB 1234 reports on trips, conference attendance, and meetings)
17. ADJOURNMENT

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 5, 2014
SUBJECT: Comments on Agenda Items, Meeting of June 10, 2014

ITEM 6.A. The City Council will present a proclamation highlighting the “Relay for Life of Duarte” event, to be held on June 28, 2014. Teams from Duarte’s Relay for Life will walk or run around a path at Royal Oaks Park for six continuous hours to represent the reality that cancer never sleeps. The City of Duarte is known as the “City of Health,” and holds the health of its citizens as a primary concern, and supports all efforts to promote and encourage healthy lives.

ITEM 6.B. Route 66 Car Wash will be recognized by the City Council for its desire to support the City’s water conservation efforts, by cutting water usage over 20%. Business owner and Chamber member Allen Samvelian will be in attendance to receive a City certificate.

ITEM 10.D (Consent Calendar). The Duarte Chamber of Commerce services agreement in the amount of \$35,050 is being recommended for approval by the City Council. For the upcoming year, Chamber and staff agree the continued focus on business retention, job development, and increasing overall Chamber membership are the focuses. Areas such as the continuation of the successful Business Visitation Program and the newly introduced “Business Connection” breakfast series, the conducting of meaningful surveys of Chamber members to gather information on business-related topics, and continued work with the Foothill Workforce Investment Board (FWIB) are identified. In addition, programs and seminars that will benefit Duarte businesses, the Duarte View, 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.

ITEM 10.E (Consent Calendar). The Duarte Chamber of Commerce building lease for 2014/15 is being recommended for City Council approval. The annual lease between the City of Duarte and the Duarte Chamber of Commerce is for approximately 817 square feet of office space at 1644 Third Street, for a period of one year terminating on June 30, 2015. 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.

ITEM 10.F (Consent Calendar). In anticipation of the September 27, 2014, Duarte Route 66 Parade, the Mt. Olive off-ramp of the 210/605 Freeway will need to be detoured. This resolution supports that, and also agrees to accept liability and maintenance for the detoured traffic.

ITEM 10.G (Consent Calendar). This is the second reading of the Ordinance adding language to the municipal code to regulate the installation of wireless telecommunications facilities which utilize streets, rights-of-way, and easements. These regulations are intended to establish comprehensive guidelines for the permitting, design, and maintenance of wireless communications facilities in the public rights-of-way. These regulations are intended to prescribe clear, reasonable, and predictable criteria to assess and process applications in a consistent and expeditious manner, while reducing impacts associated with wireless communications facilities.

ITEM 10.H (Consent Calendar). This Resolution is for the City Council to consider establishing a salary schedule and compensation plan for unrepresented regular employees, namely the Assistant City Manager and Human Resources Manager.

ITEM 10.I (Consent Calendar). This item recommends that the City Council accept the project “Huntington Drive at Pops Road Traffic Signal and Intersection Improvements,” and authorizes the City Clerk to initiate the Notice of Completion. PTM General Engineering Services, Inc., has satisfactorily completed the project, at a cost of \$313,676.92. The project was funded by Proposition 1B, Los Angeles County Aid to Cities, and a private development contribution.

ITEM 10.J (Consent Calendar). This item recommends that the City Council accept the project “Concrete Repair Program FY 2013/14” and authorizes the City Clerk to initiate the Notice of Completion. This project consisted of the removal and replacement of concrete sidewalks, curbs, gutters, and driveway approaches that were damaged by tree roots and other factors. These improvements allow for better accessibility and safe sidewalks for pedestrians, and reduce the number of trip and fall claims in the City of Duarte, and have become an integral part of the City’s Risk Management Plan. Gentry Brothers, Inc., has completed the project at a cost of \$54,128.50, which was funded by Measure R and the Bicycle/Pedestrian Safety Funds.

ITEM 10.L (Consent Calendar). It is recommended that the City Council accept staff’s progress report pursuant to Government Code Section 65858(d) describing the measures taken by the Planning Division of the Community Development Department to alleviate the conditions which led to the City Council adoption of an interim moratorium on smoke shops and tobacco smoking establishments. On June 24, 2014, a Public Hearing will be held before the City Council to consider an extension of the moratorium. The time extension is necessary to ensure that there is no time gap between the expiration of the moratorium (June 24, 2014) and the effective date of the proposed ordinances. All ordinances pertaining to the amendments will be considered for first reading at tonight’s Council meeting, with their second reading on June 24, 2014, and will take effect thirty days following the second reading (July 24, 2014).

ITEM 10.M (Consent Calendar). This item recommends approval of the 2014/15 Prevention and Intervention Program (PIP) Agreement with the Los Angeles County Probation Department. In 2008, the L.A. County Probation Department placed the Gang Alternative and Prevention Program (GAPP) under the umbrella of PIP. The agreement remained the same as to the functions of each Deputy Probation Officer.

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 eighth grade. The PIP service agreements are 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 Officer assigned to the City. The cost to the City of Duarte for the 2014/15 Probation Service Agreement is \$74,000.

ITEM 10.N (Consent Calendar). This item recommends approval of the use of 2014/15 State Supplemental Law Enforcement Services Funds (SLESF) in the amount of \$150,000, and Citizens’ Option for Public Safety (COPS) grant funding. The use of these funds will continue to be used in front line law enforcement services. Specifically, the grant monies will continue to fund the City of Duarte’s Motorcycle Deputy, the School Resource Deputy, and Special Event overtime patrols. The Bradbury grant monies will be used for the Special Assignment Deputy position.

ITEM 12.A. This is a Public Hearing for the council to consider a resolution ordering the levy and collection of assessments for fiscal year 2014/15 within the Landscape and Lighting District. Annually, City Council holds a Public Hearing to establish property assessments for the Citywide Landscape and Lighting Assessment District and for the City’s Neighborhood Districts. At its April 22 meeting, City Council adopted the Resolution that declared the City Council’s intention to levy and collect assessments for fiscal year 2014/15, 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 (1.1%) in Special Zones 4, 7, 8, 14, 15, 16, 17, and 18 as allowed for in their formation or by previous approval.

ITEMS 12.B.1, 12.B.2, AND 12.B.3. This is a Public Hearing to consider ordinances related to amendments to the municipal code addressing: 1) the possession, distribution, and sale of synthetic drugs, and a process to revoke the business license of any business found to be in violation; 2) amending various sections of the Duarte Development Code Chapter 19 to regulate tobacco, electronic cigarette, personal vaporizer, electronic cigarette and vaping accessories, and tobacco paraphernalia retail uses in specific zones under specific locational, development, and operational standards, prohibit vaping establishments in all zones, and add new definitions related to the proposed amendments; and 3) amending Chapter 5.09 to require a tobacco retailer license for the sale of electronic cigarettes, vaping devices, and related products.

ITEM 13. This item is a Traffic Commission recommendation to establish a two-hour parking restriction on the south side of Duarte Road between Buena Vista Street and Hope Drive, and to institute resident only parking in the Cinco Robles neighborhood directly to the west of the City of Hope. Daytime parking on Duarte Road and on streets in the Cinco Robles neighborhood has been an issue for some time, and was raised as a concern at a recent neighborhood meeting. Although City of Hope parking lots have adequate parking, it appears that some employees are using surrounding streets for parking. The proposed restrictions are intended to address the problem, and the City of Hope is on record supporting the proposed restrictions. If Council concurs with the Traffic Commission recommendation, staff recommends that City Council direct staff to prepare a resolution of approval, and that it be placed on the Consent Calendar at the next meeting.

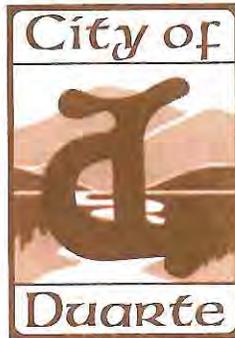
ITEM 14.A. This business item presents for the City Council to consider and approve the City of Duarte and Housing Authority budget for fiscal year 2014/15. The process used for the preparation of this budget was similar to that used in previous years, as we conducted a workshop to discuss budget-related items. A Budget Workshop was held on May 5, and was open to the public. At this meeting, the Council and Authority reviewed the recommended budget prepared by staff, heard testimony from the public on budget-related matters, and considered various revenue and expenditure alternatives, and the resulting budget is set for forth your review and approval.

ITEM 14.B. This item recommends approval of an agreement with Superior Property Services, Inc., for Graffiti Removal Services effective July 1, 2014 – June 30, 2015. The scope of services consists of the contractor furnishing all labor, equipment, and materials necessary for the satisfactory performance of graffiti removal. The services are defined in the Request for Proposals and Agreement for Services Contract. The City's top goal is to have graffiti removed throughout the City. Staff contacted references, and all gave Superior Property Services, Inc., and the proposed project manager excellent reviews and complimented its thoroughness, timing, efficiency, and level of expertise.

Respectfully submitted,



Darrell J. George
City Manager



Proclamation

RELAY FOR LIFE OF DUARTE

WHEREAS, the American Cancer Society's Relay For Life began in 1985 as a way to raise money to fight cancer, and has grown into the world's largest movement to save lives, as well as to celebrate the lives of people who have battled cancer, and to remember loved ones lost to the disease; and

WHEREAS, funds raised by Relay For Life have played a role in every major cancer research breakthrough in the last 30 years, and have contributed to the funding of crucial prevention and early detection services, life-enhancing patient support programs, and advocacy initiatives that encourage lawmakers to do their part to defeat cancer; and

WHEREAS, on June 28, 2014, teams from Duarte's Relay For Life will walk or run around a path at Royal Oaks Park for 6 continuous hours to represent the reality that cancer never sleeps; and

WHEREAS, the City of Duarte is known as the "City of Health," and holds the health of its citizens as a primary concern, and supports all efforts to promote and encourage healthy lives;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims June 28, 2014, as RELAY FOR LIFE OF DUARTE DAY in the City of Duarte, and invites all to participate in this life-changing event, and commends the team members and sponsors who will be walking or running during this special event.

Mayor Liz Reilly

ATTEST:

City Clerk Marla Akana
Duarte, California

June 10, 2014





City Asks Residents & Businesses to Conserve Water by 20%



DUARTE, CA, May 22, 2014 – The City of Duarte has asked residents and businesses to voluntarily reduce their water usage by 20% in response to the ongoing statewide drought. Following the City Council resolution, 12-year local business owner and Chamber Member Allen Samvelian announced he would support the City’s conservation effort by cutting water usage over 20% at his local Route 66 Car Wash by closing on Tuesdays and Wednesdays from June 15 thru October 1st.

“What a tremendous impact on water conservation if all of the over 300 LA County car wash owners could do the same,” added Samvelian.

Already for years, the City street crews have utilized drip irrigation, regularly inspected and replaced broken sprinklers, utilized weather sensing irrigation clocks, and regularly replaced turf with drought tolerant shrubs. Most recently, the Facilities Maintenance Division of the Parks and Recreation Department has also taken measures to conserve water at the City’s facilities by installing water free urinals, automatic toilet flush systems, and low flow shower heads. In a resolution recently passed by the Duarte City Council on May 12, the City asked Duarte residents and businesses to take immediate action to “voluntarily conserve water for all of its uses and to make every effort to reduce water waste in order to conserve this precious natural resource.”

Duarte residents are encouraged to take simple steps to save water, including taking shorter showers, not leaving water running, checking for leaks, washing only full laundry loads, not washing vehicles at home, promptly fixing defective plumbing or sprinklers, watering only when landscaping needs it during early morning hours, avoiding sprinkler runoff into paved areas, and using a broom rather than a hose to clean driveways, gutters and walkways.

In January, Governor Jerry Brown proclaimed a drought State of Emergency and called for statewide water conservation. The Governor’s announcement follows a series of actions the administration has taken to ensure that California is prepared for record dry conditions. In May 2013, Governor Brown issued an Executive Order to direct state water officials to expedite the review and processing of voluntary transfers of water and water rights. In December, the Governor formed a Drought Task Force to review expected water allocations.

For more tips on how to help save water, visit California’s Department of Water Resources website at saveourh2o.org.

#

PDF

Save page as PDF

Font Size



Duarte City Hall
1600 Huntington Drive, Duarte CA 91010
Phone: (626) 357.7931 • Fax: (626) 358.0018
Hours: Mon - Thur, 7:30am to 6pm, Closed Friday
www.accessduarte.com



Duarte Youth



Chamber of Commerce



Unified School District



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 – MAY 27, 2014**

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 Reilly called the meeting to order at 7:03 p.m.

RECORDATION OF ATTENDANCE The following were in attendance:
PRESENT: Fasana (7:12 p.m.), Finlay (7:07 p.m.), Kang, Paras-Caracci, Reilly
ABSENT: None
ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching

ADOPTION OF AGENDA Kang moved, Paras-Caracci seconded to adopt the Agenda, and carried with Fasana and Finlay not present for the vote.

PLEDGE TO THE FLAG Peggy Diamond led the Pledge of Allegiance to the Flag.

MOMENT OF REFLECTION A moment of reflection was observed.

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

SPECIAL ITEMS Cesar Monsalve introduced Janet Malone, and provided information about her volunteer services and recognition at the L.A. County Supervisor's event. Mayor Reilly read and presented the Proclamation for Older American's Month to Ms. Malone, and congratulations were extended.

Recognition – Janet Malone Senior Center Volunteer of Year Proclamation–Older American's Month Steve Hernandez stated the Senior Center has a large number of volunteers, he enjoys volunteering, and thanked staff.

Recognition – Mt. Sierra students Marketing signs/brochure Karen Herrera introduced Mt. Sierra College students Stacey Tory and Jose Robles, and displayed the signs and brochures they designed. Mayor Reilly presented them with Certificates of Appreciation for creating and designing the Duarte business marketing signs and brochure for the 2014 ICSC Conference.

Presentation – Edison Company Las Lomas Access Road Wall Fasana declared a conflict of interest, since he works for Edison, and left the building.

Robert Quintero and Ahmad Solomon presented an update on the Las Lomas Access Road project, discussed the reflective nature of the wall, identified the product to be applied to the wall after the access road is completed, and stated the color will blend with the existing landscape and background of the hillside.

Fasana returned to the building and resumed his chair.

Presentation – L.A. County Fire Update

Assistant Fire Chief Steve Martin, L.A. County Fire Department, presented an overview of the Fire Department including history, mission/vision statement, service areas, facilities, personnel, emergency operations, and 2013 Duarte emergency calls, and answered questions from City Councilmembers.

Redevelopment Dissolution Update

Jeff Melching presented an update on the dissolution of redevelopment, and reported on recent court cases and settlements.

ANNOUNCEMENTS

Joanna Gee, Duarte Library, announced upcoming volunteer, recruitment, and reading programs in June.

Karen Herrera announced upcoming community activities, meetings, and events in May and June.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.
Sheryl Lefmann – Illegal activities at Hacienda Park.

CONSENT CALENDAR

Finlay moved, Fasana seconded to approve the Consent Calendar as follows, and carried unanimously.
Approve Items A, B, C, D, E, F, H.
Receive and File Item G.

RESOLUTION NO. 14-11
Employer Paid Contributions
F/Y 2014/15

Item E – Council Bill 14-R-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS IN 2014/15

ORDINANCE NO. 846
Repeal DMC Chapter 9.74
Registered Sex Offenders
(Second Reading)

Item F – Council Bill 14-O-02 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE REPEALING CHAPTER 9.74, “REGISTERED SEX OFFENDERS,” OF THE DUARTE MUNICIPAL CODE (Second Reading)

PUBLIC HEARING
Council Bill 14-O-03
Wireless facilities utilizing
streets, rights-of-way, easements
(First Reading)

Mayor Reilly announced this was the time and place set for a Public Hearing to consider a Council Bill pertaining to wireless facilities utilizing streets, rights-of-way, and easement.

Notice of the hearing had been given, the affidavit was on file, and no written communication was received about the item.

Melching read by title Council Bill 14-O-03:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING CHAPTER 12.20 TO THE DUARTE MUNICIPAL CODE TO REGULATE THE INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITIES WHICH UTILIZE STREETS, PUBLIC RIGHTS-OF-WAY, AND EASEMENTS (First Reading)

Craig Hensley presented a staff report about the proposed ordinance, discussed code requirements for public rights-of-way, and answered questions from Councilmembers.

Mayor Reilly asked if anyone in the audience wished to speak on the item.

Steve Hernandez inquired about interference with power/phone

lines and location, and stated it is a matter of aesthetics.

Hensley stated there would be no interference with other utilities, there would be some location restrictions, and it could not be prohibited Citywide. Melching provided additional information about the City's preferences, rather than prohibitions.

Finlay moved, Fasana seconded to close the Public Hearing, and carried unanimously.

Finlay moved, Kang seconded to introduce Council Bill 14-O-03 for first reading, and carried unanimously.

BUSINESS ITEM
Multimodal Transportation
Assessment

Kristen Petersen presented a staff report about the comprehensive multimodal transportation assessment requested by City Council to address needs near the future Duarte Station, with staff's recommendation for two separate RFP/RFQ proposal processes, one for the transit fixed route, and one for a bicycle and pedestrian master plan.

There was discussion about the need to see the public engaged, infrastructure, resources, options, contacting the Army Corps of Engineers to connect the last mile to the trail, public workshops, possibility of linking with the COG and Bike SGV, recognition that it is the community's plan, having an ad hoc committee in place within the next few months, including representatives from current Commissions, mobility committee, having workshops for the public with presentations made to the committee, and determining the makeup of the ad hoc committee and its role. City Council provided direction to staff pertaining to the two separate proposal processes.

Finlay stated SCAG will be discussing TOD at its meeting next week, and she would like a City staff member to attend. Kang suggested we contact the Army Corps of Engineers about connecting the last mile to the trail.

ORAL COMMUNICATIONS
(Continued)

The following spoke on items not on the Agenda.
Steve Hernandez – Memorial Day.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

GEORGE: Attended the Shopping Center Conference and held several productive meetings, and stated he and Cesar Monsalve met with Vulcan representatives to discuss the new trail at the falls, which will be unveiled in mid- to late-June.

KANG: Stated the new fence at the Gold Line Station is black, and asked if we are putting shrubs around it (Hensley responded), stated one constituent had concerns with speeding on Hurstview Street and Mountain Avenue and asked that we look into it, and stated at Buena Vista Street and Duarte Road, the "no right turn on red" hinders traffic to the off-ramp at the 210, and asked that we look into it.

FINLAY: Commended the Chamber of Commerce and the community on the Taste of Duarte, and stated the Education Foundation interviewed 12 seniors for scholarships, and she was impressed with the caliber of students at Duarte High School.

FASANA: Noted the Mountain Avenue construction is progressing, the Taste of Duarte was a successful event, and complimented Mayor Reilly on her words at the Memorial ceremony.

PARAS-CARACCI: Attended Contract Cities Conference, thanked Steve Tye and congratulated Victor Manalo for their leadership, attended 130th anniversary dinner celebration for First Baptist Church, reported on Foothill Transit annual board meeting, stated Taste of Duarte was a great event, her family celebrated her step-daughter's graduation from UC Berkeley, extended sympathies to the families of the victims of the Isla Vista tragedy and asked that the meeting be adjourned in their memory, and stated one top reason to attend Contract Cities events is to build and strengthen personal and professional relationships.

REILLY: Attended the First Baptist Church service following the anniversary dinner and discussed their ministries, attended Girl Scouts dinner and was recognized for her support, held a meeting with Rebuilding Together and Senior Center about her "ramp up Duarte" program, stated since the City of Hope did not have a health fair last year, she asked LULAC to coordinate one for Duarte, she will be bringing an item to an upcoming Council meeting requesting City sponsorship of a LULAC health fair, stated the LA County Pledge to Prepare for disasters for houses of worship is very important, and stated she received an email about AB 1513 regarding squatters, asked that it be discussed at a future Council meeting, and provided information to the City Manager.

ADJOURNMENT

Finlay moved, Kang seconded to adjourn the meeting at 9:25 p.m., in memory of the victims of the recent Isla Vista tragedy, and carried unanimously.

Mayor Elizabeth Nowak Reilly

ATTEST:

City Clerk

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 6/5/14
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 2014-15 *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 and lease agreements executed between the two entities were for the period of July 1, 2013 to June 30, 2014 in the amount of \$35,050 for services and a \$150 per month rate for the lease.

Services Agreement Discussion: For the upcoming year, Chamber and City staff agree the continued focus on business retention, job development and increasing overall Chamber membership are the focuses. This emphasis is more specifically highlighted in Attachment A of the proposed Services Agreement. Areas such as the continuation of the successful Business Visitation Program and the newly introduced "Business Connection" breakfast series; the conducting of meaningful surveys of Chamber members to gather information on business-related topics; and continued work with the Foothill Workforce Investment Board (FWIB) are identified. 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 lunch seminars, "State of the City and Business Visitations";
- 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 2015. 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 2014-15 budget process. Annual compensation will be paid in two installments; one prior to July 30th and the other prior to January 30th 2015. 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 2014-15

Attachment B - Chamber Lease Agreement 2014-15

**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, 2014 ("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, 2014 through June 30, 2015 ("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, 2014 and the second by January 30, 2015.

The Chamber shall place the Compensation set forth in Section 1 in 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

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

Elizabeth Nowak Reilly, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

Jeff Melching, 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 continue a partnership with City Hall.
- Continue 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, 2014 ("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, 2014 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, 2015.

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

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

Elizabeth Nowak Reilly, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

Jeff Melching, City Attorney

DUARTE CHAMBER OF COMMERCE

Jim Kirchner, President/CEO

RESOLUTION NO.

**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 DETOURED
TRAFFIC FROM THE MOUNT OLIVE OFF-RAMP**

WHEREAS, the Duarte Route 66 Parade Committee will be sponsoring Duarte’s Annual Route 66 Parade on Saturday, September 27, 2014; and

WHEREAS, the Parade route will travel along Huntington Drive; and

WHEREAS, to ensure adequate safety for Parade participants and the general public, the Mount Olive off-ramp of the 210/605 Freeways will need to be detoured; and

WHEREAS, the State Department of Transportation (Caltrans) requires the City to accept liability and maintenance for detoured traffic;

NOW, THEREFORE, the City Council of the City of Duarte, California, hereby supports the Duarte Route 66 Parade, and agrees to accept liability and maintenance for detoured traffic from the Mount Olive off-ramp.

PASSED, APPROVED, and ADOPTED this 10th day of June, 2014.

Mayor Elizabeth Nowak 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. 14-13 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of June, 2014, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, AICP, Community Development Director 
DATE: June 10, 2014
SUBJECT: Ordinance 14-O-03 – Second Reading and Adoption of Ordinance to Add Chapter 12.20 to the Duarte Municipal Code relating to regulation of the installation of wireless communication facilities which utilize streets, public rights-of-way and easements

At its May 27, 2014 meeting, City Council introduced this Ordinance to add a new Chapter 12.20 to the Duarte Municipal Code relating to the installation of wireless telecommunications facilities in streets, public rights-of-way and easements.

Staff recommends adoption of attached Ordinance.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA
ADDING CHAPTER 12.20 TO THE DUARTE MUNICIPAL CODE TO REGULATE THE
INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITIES WHICH
UTILIZE STREETS, PUBLIC RIGHTS-OF-WAY, AND EASEMENTS**

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

Section 1. Chapter 12.20, “**WIRELESS COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS OF WAY,**” of the Duarte Municipal Code is hereby adopted to read as follows:

**Chapter 12.20
WIRELESS COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS OF WAY**

Sections:

- 12.20.010 Intent and Purpose.**
- 12.20.020 Definitions.**
- 12.20.030 Permits Required.**
- 12.20.040 Submittal Requirements.**
- 12.20.050 Expert Review**
- 12.20.060 Development Standards**
- 12.20.070 Special Telecommunications Permits**
- 12.20.080 Administrative Use Permit for Wireless Communications Facilities**
- 12.20.090 Review Criteria/Standard Conditions.**

12.20.010 Intent and Purpose.

The following regulations shall apply to the installation of wireless communications facilities in the public rights of way throughout the city. These regulations are intended to establish comprehensive guidelines for the permitting, placement, design and maintenance of wireless communications facilities in the public rights of way. These regulations are intended to prescribe clear, reasonable and predictable criteria to assess and process applications in a consistent and expeditious manner, while reducing impacts associated with wireless communications facilities. These regulations are intended to protect the health, safety and welfare of persons living and working in the city, preserve the aesthetic values and scenic qualities of the city, and allow for the orderly and efficient deployment of wireless communications facilities in accordance with state and federal laws.

12.20.20 Definitions.

“Agent” means a person authorized to act on behalf of a permittee or other person or entity in matters pertaining to the processing of a wireless communications facility as outlined in this Chapter.

“Amateur (ham) radio antenna” means an antenna constructed and operated for transmitting and receiving radio signals for noncommercial purposes, usually in relation to a person’s hobby.

“Antenna” means any system of wires, poles, rods, reflecting discs, panels, microwave dishes, whip antennas or similar devices used for the transmission or reception of electromagnetic waves, including antennas relating to personal wireless services as defined by the federal Telecommunications Act of 1996, when such system is either external to or attached to the exterior of a structure (building-mounted or roof-mounted), or ground-mounted. Antennas shall include devices having active elements extending in any direction, and directional beam-type arrays mounted upon and rotated through a vertical mast or tower interconnecting the beam and antenna support, all of which elements are deemed to be a part of the antenna.

“Antenna support” means any pole, telescoping mast, tower, tripod or any other structure that supports an Antenna.

“Array” means a group of antennas located on the same structure.

“Base level radio frequency (RF) radiation” means the existing background power density radiation from a proposed telecommunication transmitting antenna site including all existing telecommunication transmitting antennas in operation.

“Cable” means any wire typically consisting of copper, coax or fiber used for utility service purposes.

“Cellular” refers to wireless telephone communication transmitted by electromagnetic waves.

“Co-location” refers to multiple wireless communications devices sharing the same site.

“Directional antenna” typically means a panel antenna used to achieve transmission or reception in a specified direction.

“Effective radiated power (ERP)” means the operative amount of power leaving the transmitting antenna. The ERP is determined by multiple factors, including, but not limited to, transmitter output power, coaxial line loss between the transmitter and the antenna, and the “gain” (focusing effect) of the antenna.

“Eligible facilities request” means a request for modification of an existing wireless tower or base station that involves (a) co-location of new transmission equipment, (b) removal of transmission equipment, or (c) replacement of transmission equipment.

"Federal Communications Commission (FCC)" means the independent U.S. governmental agency charged with regulating interstate and international communications by radio, television, wire, satellite and cable.

"Hazardous material" means any gas, material, substance or waste which, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local government to pose a present or potential hazard to human health, safety, property or to the environment.

"Height" means the vertical distance from any point at the top of an antenna and/or ancillary wireless communication structure to the finished or natural surface, whichever is more restrictive or lower, measured directly adjacent to the existing building or new structure. .

"Maximum radio frequency (RF) radiation" means the base level radio frequency (RF) radiation and the power density radiation from the proposed telecommunication transmitting antennas at a particular site where all the antennas' channels are simultaneously operating or projected to operate at their maximum design effective radiated power (ERP).

"Monopole Tower" means an antenna support structure typically made of steel or marbelite.

"Omnidirectional antenna" means an antenna used to achieve transmission or reception in all directions.

"Permittee" means any person, persons or entity, including the city, who owns any facility or facilities that are or are proposed to be installed or maintained in the public right-of-way, or propose to conduct an excavation in, along or under the surface or subsurface of the public right-of-way.

"Preferred location" means commercial and industrial zones.

"Power density radiation" means the magnitude of the flow of electromagnetic energy at a point in space, measured in power, usually milliwatts (10^{-3} watts) or microwatts (10^{-6} watts), per unit area, usually centimeters squared.

"Public right-of-way" means any public highway, street, alley, sidewalk, parkway which is either owned, operated or controlled by the city, or is subject to an easement or dedication to the city, or is a privately owned area within the city's jurisdiction which is not yet, but is designated as a proposed public right-of-way on a tentative subdivision map approved by the city.

"Radio frequency (RF) radiation" consists of electromagnetic waves moving together through space radiating from a transmitting device to a receiving device to achieve wireless communications typically operating in a frequency range of three kilohertz to three hundred gigahertz.

"Safety standards" means the most current adopted rules for human exposure limits for radio frequency (RF) radiation adopted by the Federal Communications Commission (FCC).

“Satellite antenna” means a parabolic antenna used to receive and/or transmit radio or television signals from orbiting communications satellites.

“Substantial change in physical dimensions” means a change in the physical dimensions or configuration of a wireless communications facility that results in public safety, visual, noise or other impacts that are materially greater than those that would have existed if the wireless communications facility were installed as originally permitted. The determination whether or not the proposed modifications to a wireless communications facility constitute a substantial change in physical dimensions is context-based to be made by the director of community development or his/her designee.

“Testing protocol” means the most current method of radio frequency (RF) radiation measurement adopted by the Federal Communications Commission (FCC).

“Wireless communications facility” means any facility that transmits and/or receives electromagnetic waves, including, but not limited to, commercial wireless communications antennas and other types of equipment for the transmission or receipt of such signals, communication towers or similar structures supporting said equipment, equipment cabinets, pedestals, meters, tunnels, vaults, splice boxes, surface location markers, equipment, equipment buildings, parking areas and other accessory developments.

12.20.030 Permits Required.

A. Upon adoption of this chapter all applicants seeking to install one or more wireless communications facilities in the public right-of-way shall, unless exempted, obtain a Special Telecommunications Permit which for the purposes of this Chapter shall be processed as a Site Plan and Design Review Case in accordance with Chapter 19.122 of the Duarte Development Code and shall be subject to the review and approval of the Architectural Review Board. Except as specified below, Architectural Review Board approval is required prior to installation of any wireless communications facilities in the public right-of-way and applicant shall pay all fees imposed in connection therewith. Such permit is in addition to any other excavation, encroachment or other permit required by Title 12 of the Duarte Municipal Code or any other provision of law.

B. The following wireless communications facilities are exempt from the requirement to obtain a Special Telecommunications Permit:

1. A receiving satellite antenna that is one meter (39.37 inches) or less in diameter;
2. A receiving satellite antenna that is two meters (78.74 inches) or less in diameter and is located in any commercial or industrial land use zoning district;
3. Eligible facilities requests that do not require a substantial change in physical dimensions to a wireless communications facility; and
4. Any wireless communications facilities exempted from design review by federal or state law.

C. Upon adoption of this Chapter, and unless specifically exempted by federal or state law, all eligible facilities requests that do not require a substantial change in physical dimensions of a wireless communications facility are subject to the granting of an Administrative Use Permit provided for in Section 12.20.080. In addition to such conditions as may be imposed pursuant to Section 12.20.080, all wireless communications facilities shall comply with the review criteria/standard conditions of Section 12.20.090.

12.20.040 Submittal Requirements.

In addition to the standard submittal requirements, all applications for a Special Telecommunications Permit (to be processed as a Site Plan and Design Review) or an Administrative Use Permit (the process used for eligible facilities requests) shall include the following information:

A. An accurate map, in such physical or electronic format as may be directed by the director of community development or his/her designee, indicating the proposed site and detailing existing wireless communications facility locations owned and operated by the applicant within the city on the date of application submittal;

B. An engineering certification demonstrating planned compliance with all existing federal radio frequency emissions standards, and indicating (i) existing base level radio frequency radiation, (ii) the maximum radio frequency radiation, (iii) the effective radiated power per channel and (iv) the total number of channels for an omnidirectional antenna or the maximum number of channels in any sector for a sectored antenna at the proposed site;

C. An engineering analysis providing technical data sufficient to justify the proposed height of the wireless communications facility;

D. An alternative configuration analysis, assessing the feasibility of alternative wireless communications facility construction configurations, both at the proposed site and in the surrounding vicinity, which would result in a more visually compatible antenna(s), as deemed necessary by the director of community development. This analysis shall include an explanation of why other wireless communications facility construction configurations were not selected;

E. A projection of the applicant's anticipated future wireless communications facility siting needs within the city, which information may be used by the city as part of a master planning effort designed to ensure a planned, integrated and organized approach to wireless communications facility siting;

F. An identification of the geographic service area for the subject installation, including a map showing all of the applicant's existing sites in the local service network associated with the coverage gap the wireless communications facility is meant to close, and describing how the coverage gap will be filled by the proposed installation;

G. An accurate visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette and proposed screening for the wireless communications facility. The analysis shall include photo simulations and other information as necessary to determine visual impact of the wireless communications facility. A map depicting where the

photos were taken shall be included. The analysis shall include a written description of efforts to blend the wireless communications facility with the surrounding area;

H. The height and mass of the facility, together with evidence that demonstrates that the proposed wireless communications facility has been designed to the minimum height and mass required from a technological standpoint for the proposed site;

I. A description of the maintenance and monitoring program for the wireless communications facility and associated landscaping;

J. Noise and acoustical information derived from the manufacturer's specifications for all equipment such as air conditioning units and back-up generators, and a depiction of the equipment location in relation to adjoining properties;

K. A concept landscape plan showing all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the site;

L. A written description of all accessory wireless equipment for the wireless communications facility, including an explanation of the function of this ancillary equipment and the need to locate same on or near the wireless communications facility; and

M. Any other information related to the reasonable review of the project that is deemed necessary by the community development director.

N. All telecommunications sites subject to this ordinance that will utilize an emergency backup generator must adhere to all South Coast Air Quality Management District rules governing the operation of that equipment, including Rule 1470.

12.20.050 Expert Review.

In the event that the city, at the discretion of the director of community development or his/her designee, determines the need to hire a qualified consultant to evaluate technical and other aspects of the application, the applicant shall provide the city a deposit for the estimated cost of such consultation, and to replenish said deposit if consumed by reasonable costs associated with such consultation. Such consultation is intended to be a site-specific review of technical aspects of the proposed wireless communications facility and shall address all of the following:

- A. Compliance with applicable radio frequency emission standards;
- B. Height analysis;
- C. Configuration;
- D. The appropriateness of granting any requested exceptions;
- E. The accuracy and completeness of submissions;
- F. The applicability of analysis techniques and methodologies;
- G. The validity of conclusions reached; and
- H. Any specific technical issues designated by the city.

12.20.060 Development Standards.

The following development standards shall apply to all Special Telecommunications Permit and Administrative Use Permit applications for the installation of wireless communications facilities:

A. Permittee shall install and maintain permitted wireless communications facilities in compliance with the requirements of the Uniform Building Code, National Electrical Code, city noise standards and other applicable codes, as well as other restrictions specified in this Chapter and/or in a design review approval, conditional use permit or administrative use permit;

B. Visual Impact and Screening Standards. All wireless communications facilities shall employ and maintain camouflage design and appropriate screening to minimize visual impacts, such techniques shall be employed to make the installation, operation and appearance of the facility as visually inconspicuous as possible, to prevent the facility from visually dominating the surrounding area, and to hide the installation from predominant views from surrounding properties. Depending on the proposed site and surroundings, certain camouflage design techniques may be deemed by the city as ineffective or inappropriate and alternative techniques may be required. The following is a menu of potential camouflage design techniques:

1. For Pole Mounted Installations: Pole mounted installations are the generally preferred installation type for the public rights of way.
 - a. Pole mounted installations shall be situated so as to utilize existing natural or man-made features including topography, vegetation, buildings or other structures to provide the greatest amount of visual screening;
 - b. All pole mounted installations shall be made of marbelite or metal, at the discretion of the permitting authority.
 - c. All antenna components and accessory wireless equipment shall be treated with exterior coatings of a color and texture to match the predominant visual background and/or adjacent architecture so as to visually blend in with the surrounding development. Subdued colors and non-reflective materials that blend with surrounding materials and colors shall be used;
 - d. In those circumstances where an installation is within or easily visible from a zone that is not a preferred location, the director of community development or his/her designee may require additional measures designed to camouflage a wireless communications facility, including but not limited to enclosing the pole mounted installation entirely within a vertical screening structure (suitable architectural feature such as a clock tower, bell tower, icon sign, lighthouse, windmill, etc.) may be required through the permit process. All facility components, including the antennas, shall be mounted inside said structure; and

- e. The camouflage design techniques employed shall result in an installation that either will blend in with the predominant visual backdrop or will disguise the facility so it appears to be a decorative or attractive architectural feature.
2. For Structure Mounted Installations (excluding monopole installations): Unless the applicant can affirmatively demonstrate the absence of any other technically, financially, and physically feasible installation configuration, Structure Mounted Installations, including installations on traffic signals and light poles, are prohibited. If a showing of technical, financial, and physical necessity is made, then the following standards shall apply to Structure Mounted Installations (excluding monopole installations)
 - a. All antenna panels and accessory wireless equipment components mounted on the exterior of the structure shall be painted or otherwise coated to match the predominate color of the mounting structure;
 - b. When required by the director of community development or his/her designee, antenna panels shall be located and arranged on the structure so as to replicate the installation and appearance of the equipment already mounted to the structure; and
 - c. Accessory wireless equipment that is not otherwise placed within a pole shall be placed in an underground vault if reasonably feasible. Underground vaults shall employ flush-to-grade access portals and vents.
 - d. Where undergrounding of equipment is not reasonably feasible, wireless communications facility installations located above the surface grade in the public right-of-way shall consist of components that are compatible in scale and proportion to the facilities they are mounted on. Equipment shall be painted or otherwise coated to be visually compatible with lighting and signal equipment.
 3. Co-locations shall use screening methods similar to those used on the existing wireless communications facilities, or such other and additional screening methods as may be required by the director of community development or his/her designee.
 4. For Accessory Wireless Equipment. No accessory wireless equipment associated with the operation of any wireless communications facilities shall impair pedestrian use of sidewalks or other pedestrian pathways, nor inhibit equestrian activities on designated public or private trail systems. Accessory wireless equipment that is not otherwise placed within a pole shall be placed in an underground vault if reasonably feasible. Where placing such wireless communications facilities in an underground vault is not reasonably feasible, such wireless communications facilities shall comply with Public Utilities Commission General Order 95/128 and shall be visually screened through the use of walls, landscaping or walls combined with landscaping. All wall and

landscaping materials shall be (1) selected so that the resulting screening will be visually integrated with the architecture and landscape architecture of the surroundings (2) placed and mounted in the least visually obtrusive feasible location; (3) painted or textured using colors to match or blend with the primary background, and (4) treated with a graffiti-resistant coating.

12.20.070 Special Telecommunications Permits.

A. Approval Body. The Architectural Review Board shall be the approval body for Special Telecommunications Permits.

B. Application. Application for a Special Telecommunications Permit shall be made by a property owner or agent. Applications shall provide the information required by Section 12.20.040, and such other information as prescribed by the director of community development or his/her designee.

C. Timing of Approvals. The Architectural Review Board review Special Telecommunications Permit applications within such times as are required by state and federal law.

D. Findings. The Architectural Review Board may approve a Special Telecommunications Permit provided that the following findings can be made.

1. The proposed Wireless Communications Facility is visually compatible with the surrounding neighborhoods.
2. The proposed Wireless Communications Facility is not detrimental to the public health, safety, or general welfare.
3. The proposed Wireless Communications Facility is proposed to function in compliance with all applicable regulations of the Federal Communications Commission.

12.20.080 Administrative Use Permit For Wireless Communications Facilities.

A. Intent and Purpose. It is the intent and purpose of this section to establish a procedure whereby an Administrative Use Permit may be granted for eligible facilities requests that do not involve a substantial change in physical dimensions of a wireless communications facility. Grants of Administrative Use Permits for such facilities is required by the Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630, 126 Stat 156 (enacted Feb. 22, 2012). This section sets forth procedures through which standard conditions and site-specific conditions may be imposed to ensure that such facilities are compatible and harmonious with adjacent or nearby permitted uses, and in accord with existing conditions of the neighborhood site, topographic and street conditions.

B. Application. Application for an Administrative Use Permit shall be made by a property owner or agent. Applications shall provide the information required by Section 12.20.040, and such other information as prescribed by the director of community development or his/her designee.

C. Timing of Approvals. The director of community development or his/her designee shall review administrative use permit applications within such times as are required by state and federal law.

D. Findings. Prior to issuance of an Administrative Use Permit the community development director or his/her designee shall make all of the following findings:

1. The proposed use will have no substantial adverse effect upon abutting property;

2. The proposed use is consistent with the objectives and policies of the city's general plan;

3. The conditions stated in the Administrative Use Permit are deemed necessary to protect the public health, safety and general welfare;

4. To the maximum extent reasonably feasible, the proposed wireless communications facility has been designed to blend with the surrounding area and the facility is appropriately designed for the specific site;

5. The wireless communications facility has been conditioned to comply with the development standards set forth in Section 12.20.060; and

6. The proposed use is permitted in the public right-of-way and complies with all applicable provisions of the Municipal Code;

7. The proposed wireless communications facility will not interfere with the use of the public right-of-way and existing improvements and utilities thereon;

8. The proposed wireless communications facility will not physically or visually interfere with vehicular, bicycle, and/or pedestrian use of streets, intersections, bicycle lanes, driveways, sidewalks and/or walkways; and

9. The proposed wireless communications facility and its location will comply with the Americans with Disabilities Act.

G. Conditions of Approval. Conditions of approval on wireless communications facilities approved by an Administrative Use Permit shall include:

1. All conditions as are necessary and appropriate to allow the director of community development or his/her designee to make the findings required by Section 12.20.080(D);

2. All conditions required by Section 12.20.090;

3. That the right to use an Administrative Use Permit shall be contingent upon the fulfillment of all general and special conditions imposed by the Administrative Use Permit ;

4. That all conditions on the Administrative Use Permit shall constitute restrictions running with the land and shall be binding upon the owner of the land and the successors or assigns;

5. That all conditions on the Administrative Use Permit shall be consented to in writing by the applicants and all owners of interests in the land;

6. That the Administrative Use Permit, together with all consent forms, shall be recorded by the clerk-recorder of Los Angeles County;

7. That the Administrative Use Permit shall be subject to review at any time upon receipt of a written complaint. The director of community development may require a reconsideration of the permit at the end of a specified time period from the date of the original approval, which reconsideration shall take account of at least the following factors: conformance with all conditions of approval, operation of the facility in its intended manner, and conformance with all applicable laws, regulations, standards and updates thereof, including radio frequency emissions and toxic or hazardous materials;

8. The permittee shall provide certifications in accordance with Section 12.20.040);

9. The permittee shall submit as-built drawings confirming that the wireless communications facility has been constructed in substantial compliance with the approved plans and permit(s);

10. The permittee shall not use, generate, store or dispose of any hazardous materials on, under, about or within wireless communications facility in violation of any law or regulation; and

11. Such further conditions of approval of the Administrative Use Permit as required to mitigate safety impacts.

H. Appeals. Appeals are subject to the provisions of Chapter 19.144, except that an appeal from the director of community development or his/her designee's decision shall be heard by the City Council; Notwithstanding any other provision of this Code, if the applicant contends that any requirement imposed pursuant to this Chapter 12.20 violates state or federal law, the applicant shall use the appeal process to seek administrative relief from such requirements. Such administrative relief may be granted by the City Council, if the City Council determines that the failure to grant administrative relief would result in a violation of state or federal law. The scope of the City Council's authority on appeal of the grant of an administrative use permit for a wireless communications facility shall be limited if, and to the extent, required by state or federal law.

I. Revocations. Revocations are subject to the provisions of Chapter 19.152

J. Modifications. Additions, enlargements or modifications of uses or structures upon property for which an Administrative Use Permit has been granted shall not be allowed except pursuant to a subsequent Administrative Use Permit as might otherwise be required or granted pursuant to the terms of this Chapter.

12.20.090 Review criteria/standard conditions.

A. Zoning Compliance. Wireless communications facilities may be permitted in any right-of-way or easements. Notwithstanding the foregoing, location on Huntington Drive, Highland Avenue and Buena Vista Street north of Duarte Road shall only be permitting upon a demonstration by the applicant that the failure to allow a proposed installation within or along

those rights of way would violate state or federal law with regard to the siting of wireless communications facilities.

B. Height and Diameter. Wireless communications facilities shall be limited to a maximum height of forty (40) feet, to ensure compatibility with street lighting and other similar right-of-way equipment. The maximum pole diameter for wireless communications facilities shall be limited to eighteen (18) inches. Antenna, and antenna shrouds may be wider than 18" but in no case shall the area on the pole wider than 18" be less than 25' from the ground surface.

C. Meter Pedestals. No above-ground meter pedestals shall be permitted unless the applicant affirmatively demonstrates that an above-ground meter is the only feasible option for the proposed facility.

D. Safety. Access to wireless communications facilities shall be restricted to maximize public safety. Security measures should include fencing, screening and signage, as deemed appropriate by the Architectural Review Board.

E. Aesthetics. In an effort to reduce a proposed wireless communications facility's aesthetic visual impact, the design review board or director of community development or his/her designee may request that alternative designs be developed and submitted for consideration. Aesthetic visual impact review shall include consideration of public views, including but not limited to, views from the hillsides, as well as from public parks, trails and open spaces. Co-location of wireless communications facilities is desirable, but there shall not be an unsightly proliferation of wireless communications facilities on one site, which adversely affects community scenic and aesthetic values.

F. Radio Frequency (RF) Radiation Standard. Within three months after construction of a wireless communications facility which contains transmitting antenna(s), except in relation to amateur ham radio antenna(s) and transmitting antenna(s) with an effective radiated power (ERP) of five watts or less per channel, the maximum radio frequency (RF) radiation shall be measured and documented in a written report submitted to the city. The measurement and report shall be performed and prepared by a qualified, independent testing service/consultant retained by the city at the applicant's expense. The measurement shall be made utilizing the most current testing protocol established by the Federal Communications Commission (FCC). The maximum radio frequency (RF) radiation shall not exceed the most current FCC safety standards.

G. Long-Term Compliance. In order to guarantee long-term compliance with conditions of approval, that power levels remain as specified and that the equipment is operating as designed, the operator of an approved transmitting antenna shall submit an affidavit indicating that the wireless communications facility is operating as approved and that the facility complies with the most current FCC Safety Standards. The affidavit shall be submitted on a yearly basis prior to the anniversary date of the facility approval for as long as the facility remains in operation and shall incorporate a separate affidavit of a qualified,

independent testing service/consultant demonstrating and verifying compliance with the most current FCC Safety Standards and approved power levels. In addition, the city may conduct independent tests to verify compliance with the most current FCC Safety Standards and approved power levels. The director of community development or his/her designee shall periodically review the approved wireless communications facility sites and determine if testing is necessary. Approved wireless communications facility providers shall be notified of all such director's determinations. The operator(s) of the approved wireless communications facility shall be responsible for the full cost of such tests.

H. Lighting. Any exterior lighting for wireless communications facilities shall be fully shielded.

I. Identification. Each wireless communications facility shall be identified by a permanently installed plaque or marker, no larger than four (4) inches by six (6) inches, clearly identifying the addresses, email contact information, and 24-hour local or toll-free contact telephone numbers for a live contact person for both the permittee and the agent responsible for the maintenance of the wireless communications facility. Emergency contact information shall be included for immediate responses. Such information shall be updated in the event of a change in the permittee, the agent responsible for maintenance of the wireless communications facility, or both.

J. Maintenance.

1. All graffiti on any components of the wireless communications facility shall be removed promptly in accordance with city regulations. Graffiti on any facility in the public right of way must be removed within 48 hours of notification.
2. All landscaping attendant to the wireless communications facility shall be maintained at all times and shall be promptly replaced if not successful.
3. If a flagpole is used for camouflaging a wireless communications facility, flags shall be flown and shall be properly maintained at all times. The use of the United States flag is subject to the provisions of the United States Flag Code, 4 U.S.C. § 6 et seq.
4. All wireless communications facility sites shall be kept clean and free of litter.
5. All equipment cabinets shall display a legible sign clearly identifying the address, email contact information, and 24-hour local or toll-free contact telephone numbers for both the permittee and the agent responsible for the maintenance of the wireless communications facility. Such information shall be updated in the event of a change in the permittee, the agent responsible for maintenance of the wireless communications facility, or both.

K. Compliance. The permittee and the wireless communications facility shall adhere to and comply with all applicable requirements of federal, state and local laws, ordinances, rules, and regulations.

- L. Abandonment or Discontinuance of Use.
1. All permittees or operators who intend to abandon, discontinue, and/or terminate the use of any wireless communications facility, or co-located portion thereof, shall notify the city of such intentions no less than sixty (60) days prior to the final day of use. Said notification shall be in writing, shall specify the date of termination and shall include reference to the applicable permit number.
 2. All wireless communications facilities, or co-located portion thereof, not in use for ninety (90) days shall be considered abandoned.
 3. For wireless communications facilities in the public right-of-way, or co-located portion thereof, where operations have been abandoned, discontinued and/or terminated such facilities shall be physically removed no more than ninety (90) days following the final day of use or of determination that the facility has been abandoned, discontinued and/or terminated whichever occurs first. By that same time, at permittee's sole expense and responsibility, all component elements of an abandoned, discontinued and/or terminated wireless communications facilities, or co-located portion thereof, shall be removed in accordance with applicable health and safety requirements. The site upon which the wireless communications facility is located shall be restored to the condition that existed prior to the installation of the wireless communications facility, or co-located portion thereof.
 4. For wireless communications facilities in the public right-of-way, at any time after ninety (90) days following the abandonment, discontinuation, and/or termination of the use and/or operation of a wireless communications facility, or co-located portion thereof, the city may remove the wireless communications facility, repair any and all damage to the premises caused by such removal, and otherwise restore the premises as he/she deems appropriate. The city may, but shall not be required to, store the removed wireless communications facility (or any part thereof). The permittee of the wireless communications facility, or co-located portion thereof, and all prior owners and operators of the wireless communications facility, shall be jointly and severally liable for the entire cost of such removal, repair, restoration, and storage, and shall remit payment to the city promptly after demand therefor is made. If payment is not made in a reasonable amount of time, the city may pursue abatement cost recovery in compliance with the Municipal Code. The city may, in lieu of storing the removed wireless communications facility, or co-located portion thereof, convert it to the City's use, sell it, or dispose of it in any manner deemed appropriate by the City.
 5. For all wireless communications facilities, such bonds or cash deposit as shall be required in amounts and under terms as specified by the director of community development or his/her designee, which shall be reasonable in light of the scope and value of the proposed wireless communications facility(ies).
 6. For all wireless communications facilities, such proof of insurance as shall be required in amounts and under terms as specified by the director of community

development or his/her designee, which shall be reasonable in light of the scope and value of the proposed wireless communications facility(ies).

M. Relocation. Permittee shall modify, remove or relocate its wireless communications facility, or portion thereof, without cost or expense to city, if and when made necessary by any abandonment, change of grade, alignment or width of any street, sidewalk or other public facility, including the construction, maintenance or operation of any other city or service utility providers underground or aboveground facilities including but not limited to sewers, storm drains, conduits, gas, water, electric or other utility systems, or pipes owned by city or any other public agency. Said modification, removal, or relocation of a wireless communications facility shall be completed within ninety (90) days of notification by city unless exigencies dictate a shorter period for removal or relocation. In the event a wireless communications facility is not modified, removed, or relocated within said period of time, city may cause the same to be done at the sole expense of permittee in compliance with the Municipal Code. Further, in the event of an emergency, the city may modify, remove, or relocate wireless communications facilities without prior notice to permittee provided permittee is notified within a reasonable period thereafter.

Section 2. CEQA Compliance

This Ordinance is exempt from compliance with the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 3. 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 4. 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 27th day of May, 2014.

Mayor Elizabeth Nowak 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 Ordinance No. 847 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of June 2014, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 13-19 AND ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR EMPLOYEES**

BE IT RESOLVED by the City Council of the City of Duarte, County of Los Angeles, State of California, as follows:

SECTION 1. DEFINITIONS

Full-Time Regular Employees. A full-time regular employee is one whose position is allocated in the budget and who regularly works a minimum of forty (40) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

Three-Quarter (¾) Time Regular Employees. A three-quarter (¾) time regular employee is one whose position is allocated in the budget and who regularly works between thirty (30) and thirty-nine (39) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

The City Manager shall recommend to the City Council the prescribed salary ranges for all classifications contained herein. The following salary ranges are hereby established:

A. Department Heads

		SALARY STEPS						
		A	B	C	D	E	F	G
Assistant City Manager	Mo	\$11,469	\$11,877	\$12,285	\$12,691	\$13,097	\$13,504	\$13,912
	Yr	\$137,628	\$142,524	\$147,420	\$152,292	\$157,164	\$162,048	\$166,947
	Hr	\$66.17	\$68.52	\$70.88	\$73.22	\$75.56	\$77.91	\$80.26

B. Division Managers

		SALARY STEPS						
		A	B	C	D	E	F	G
Human Resources Manager	Mo	\$6,687	\$6,939	\$7,187	\$7,437	\$7,687	\$7,937	\$8,186
	Yr	\$80,241	\$83,264	\$86,252	\$89,239	\$92,249	\$95,237	\$98,236
	Hr	\$38.58	\$40.03	\$41.47	\$42.90	\$44.35	\$45.78	\$47.23

SECTION 2. PERFORMANCE INCENTIVE PAY

The City agrees that the unrepresented regular employees are authorized to develop an appropriate performance incentive program for inclusion in a future compensation resolution.

SECTION 3. BILINGUAL PAY

The City will compensate full and ¾ time regular employees at a monthly rate of \$100.00, for demonstrable fluency in a second language if they are regularly called upon to use this skill in the performance of City-related business. To be eligible for the benefit, employees must receive the recommendation of their respective department head and obtain City Manager approval. Department heads will not be eligible for bilingual pay.

SECTION 4. AUTO ALLOWANCE AND/OR MILEAGE REIMBURSEMENT

For employees required or allowed by their department head to use private automobiles for City business, mileage will be reimbursed at the IRS-approved mileage rate. Department Heads will be given an auto allowance of \$350 per month.

SECTION 5. VACATION LEAVE

A. Regular employees will accrue vacation time in accordance with the following schedule:

LENGTH OF SERVICE	FULL TIME EMPLOYEES	¾ TIME EMPLOYEES
Up to 60 Months (5 years of service)	82 hours	61.5 hours
60 months – 120 months (10 years)	120 hours	90.0 hours
120 months – 132 months (11 years)	130 hours	97.5 hours
132 months – 144 months (12 years)	140 hours	105.0 hours
144 months – 156 months (13 years)	150 hours	112.5 hours
156 months – 168 months (14 years)	160 hours	120.0 hours
168 months – 180 months (15 years)	170 hours	127.5 hours
180 months – 192 months (16 years)	180 hours	135.0 hours

Vacation leave shall be credited to the employee per pay period. No employee shall be allowed to accumulate more than a total of 360 hours of earned vacation leave, except with the written authorization of the City Manager. Employees terminating from City employment will be paid in full for unused accrued vacation leave.

B. Employees of the City will not be permitted, until after six months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior approval of the employee’s direct supervisor and department head; however, no employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

C. Employees with five (5) or more years of continuous service with the City will be allowed to sell accrued vacation leave back to the City at 100% of its full value. Employees will be given the opportunity to sell accrued vacation leave back to the City annually, on or before July 31st of each fiscal year. The maximum amount of the annual buyback is as follows:

LENGTH OF SERVICE	FULL TIME EMPLOYEES	¾ TIME EMPLOYEES
After the completion of 60 Months (5 years of service)	40 hours	30 hours
After the completion of 132 months (11 or more years)	60 hours	45 hours

SECTION 6. SICK LEAVE

A. Each regular employee shall be entitled to sick leave with pay for each month or major fraction thereof. Sick leave benefits shall accrue at 96 hours annually for full time

regular employees, 72 hours annually for three-quarter (¾) time regular employees. Sick leave shall be credited to the employee per pay period. There will be no limit to the amount of sick leave an employee may accrue. At the time of separation, employees will not be compensated for unused sick leave. However, upon voluntary retirement the employee may convert 100% of his/her accrued sick leave balance, less any amount used to retirement service credit.

- B. Sick leave may be used only for a bona fide illness or injury of the employee or a member of the employee’s family. In cases where lost work time due to sick leave exceeds two days, when the employee has frequently utilized sick leave, or when a pattern of sick leave usage develops, the City Manager or designee may require a written physician’s confirmation of the nature of the illness or injury or a physician’s written release of the employee to full work duty. Should work time lost due to illness or injury exceed the employee’s accrued sick leave balance, then any available vacation, floating holidays, administrative leave, or compensated time off will be used.
- C. When utilizing sick leave, the employee will notify his/her direct supervisor at the earliest possible time as to the general nature and possible duration of the injury or illness. It will be the employee’s responsibility to keep his/her supervisor informed on a daily basis of his or her condition as it relates to absence from employment.
- D. Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy.

SECTION 7. BEREAVEMENT LEAVE

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner.

SECTION 8. HOLIDAYS

- A. **Holidays Observed.** The City provides regular and probationary employees with the following ten (10) paid holidays during the calendar year:

<u>Holiday</u>	<u>Date Observed</u>
New Year’s Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year’s Eve	December 31

If a holiday falls on an employee’s regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 8.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

- B. **Floating Holidays.** In addition to the scheduled holidays identified above, employees receive one (1) floating holiday granted on July 1st of each year. The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday. Unused floating holidays will be automatically cashed out at the end of the fiscal year. In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.
- C. **Amount of Holiday Pay.** Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.
- D. **Work on Holidays.** An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

SECTION 9. ADMINISTRATIVE LEAVE AND/OR OVERTIME

In recognition of the long hours required to accomplish the requirements of the job, including attendance at numerous meetings outside normal working hours, department heads will be granted sixty (60) hours of administrative leave per fiscal year. The full sixty (60) hours shall be granted on July 1st of each year and shall not be allowed to carry over to the next fiscal year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Department heads will not be eligible for overtime compensation.

Division managers shall receive either compensatory time or overtime pay (at the discretion of the department head) at their regular rate of pay ("straight" time) for the number of authorized hours worked over forty (40) per week. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty hours. If compensatory time is taken in lieu of paid overtime, no employee shall be permitted to accrue more than sixty (60) hours.

SECTION 10. EMERGENCY CALL BACK

Employees may be required to come to work outside of their regular working hours in case of an emergency. In such circumstances, all employees, with the exception of department heads, will be guaranteed at least two hours pay.

SECTION 11. RETIREMENT

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS). An employee may be eligible for one of three (3) benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits that are fully set forth in the City's contract with CalPERS, and in the case of a conflict, either party may request to reopen Article 20 regarding Retirement to meet and confer over the conflict and/or changes to the retirement. The applicable benefit tier available to an individual employee depends on his/her date of hire and/or status as "new member", which determines the retirement formula, final compensation calculation and employee contribution/cost sharing, as follows:

- A. **Tier 1: Employees Hired Before March 19, 2012.** All full-time and three-quarter-time employees hired before March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the CalPERS 2.5% @ 55 benefit formula. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of twelve (12) consecutive months. The City will make all employer contributions required by CalPERS. The employee will be responsible for paying fifty percent (50%) of normal cost (currently eight percent (8%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- B. **Tier 2: Employees Hired On or After March 19, 2012.** All full-time and three-quarter-time employees hired on or after March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the PERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- C. **Tier 3: Employees Hired On or After January 1, 2013.**
- i. Full-time and three-quarter-time employees hired on or after January 1, 2013, who, within six (6) months of employment with the City, were either employed by a public employer that contracted with CalPERS or with another public retirement system with which CalPERS has reciprocity, shall be provided with the CalPERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
 - ii. Any other full-time and three-quarter-time employees hired on or after January 1, 2013, who do not meet the criteria set forth in Section 20.c.i, above, shall be provided with the CalPERS 2% @ 62 benefit formula, with final compensation calculated using the average of the highest consecutive 36 months of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently six point five percent (6.5%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the

employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

- D. **Disability Retirement.** The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City may make every effort to transfer or reassign the partially disabled employee to another existing position within the classification plan before a request for disability retirement is made.

SECTION 12. HEALTH INSURANCE

- A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide health insurance for all full and ¾ time regular employees; employees may choose from HMO and PPO options. The City will contribute toward the cost of any insurance program for employees and dependents. The City agrees to pay the cost of medical insurance premiums up to the following monthly amounts:

	Full Time Employees	¾ Time Employees
Employee Only	\$362.68	\$272.01
Employee + One	\$725.36	\$544.02
Employee + Two or More	\$942.97	\$707.22

Employees will pay any excess premiums through payroll deduction on a pre-tax basis.

- B. Employees who waive medical insurance coverage for their eligible dependents will be reimbursed by the City in an amount equal to 60% of the cost of the applicable premium. With proof of other coverage, employees who waive medical insurance coverage for themselves will also be reimbursed by the City in an amount equal to 60% of the cost of the applicable premium. Retirees will also be eligible for this cash-out benefit.

SECTION 13. DENTAL INSURANCE

The City will contract for dental insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

SECTION 14. VISION INSURANCE

The City will contract for vision insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

SECTION 15. LIFE INSURANCE

The City will contract for life insurance for full and three-quarter (¾) time regular employees. For full time employees, the life insurance benefit is the equivalent of employee's annual salary, up to \$200,000. For three-quarter (¾) time employees, the calculation of annual salary will be based on their normal work schedule. The City agrees to pay the full cost of that basic life

insurance premium. Full and three-quarter ($\frac{3}{4}$) time employees will have the option to purchase, at their cost, voluntary supplemental life insurance.

SECTION 16. SHORT AND LONG TERM DISABILITY INSURANCE

The City will contract for short and long-term disability insurance for full and three-quarter ($\frac{3}{4}$) time regular employees. The City agrees to pay the full cost of the disability insurance premium.

SECTION 17. EMPLOYEE ASSISTANCE PROGRAM

The City will contract for an Employee Assistance Program for full and three-quarter ($\frac{3}{4}$) time regular employees, at no cost to the employee.

SECTION 18. FITNESS CENTER MEMBERSHIP

The City will provide a complimentary individual membership to the Duarte Fitness Center for each full and three-quarter ($\frac{3}{4}$) time employee and retiree.

SECTION 19. FLEXIBLE SPENDING ACCOUNTS

The City agrees to offer and maintain Health Care and Dependent Care Flexible Spending Accounts for the optional participation of full and three-quarter ($\frac{3}{4}$) time employees.

SECTION 20. DEFERRED COMPENSATION PROGRAM

The City will make a Section 457 deferred compensation program available to all full and three-quarter ($\frac{3}{4}$) time regular employees that complies with the rules and regulations established by the Internal Revenue Service. Employees may voluntarily participate in the program through payroll deductions.

SECTION 21. PROFESSIONAL MEMBERSHIP FEES

Employees may maintain membership in appropriate professional organizations. The costs for memberships in these organizations are legitimate City expenditures if requested for a regular employee, provided for in the annual City Budget, and approved in advance by the department head and City Manager.

SECTION 22. TUITION REIMBURSEMENT PROGRAM

- A. Regular employees are eligible to be reimbursed for 75% of the cost of college accredited academic courses, not to exceed \$2,800 for full-time employees or \$2,100 for three-quarter ($\frac{3}{4}$) time employees, during any fiscal year. Exceptions to these limits may be authorized at the discretion of the City Manager, contingent on the availability of funds.
- B. Courses must relate to the employee's job assignment or be job-oriented, and must be offered by a qualified training institution. In general, qualified training institutions are those colleges or universities that offer accredited course work transferable to other academic institutions. Courses must be taken on the employee's own time unless otherwise authorized by the department head and the City Manager.
- C. Prior to enrolling in each course, semester, or quarter, an employee must first secure department head approval that the coursework is job-related and then submit to the City Manager a memo request for approval, along with the proposed expenditure estimate. The City Manager, in conjunction with the department head, will provide written

approval or rejection of the request.

- D. Within thirty (30) days of receipt of a passing grade, the employee must submit proof of a "C," "pass," or other appropriate notice of successful course completion, along with an expenditure claim and receipts for tuition, books, parking, or other required course materials.

SECTION 23. COMPUTER LOAN PROGRAM

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

SECTION 24. SEVERANCE PAY

When a regular full-time employee is laid off, and when that employee's service is deemed to have been satisfactory, that employee will be entitled to receive severance pay as follows:

<u>Length of Service</u>	<u>Amount</u>
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

Employees terminated from employment due to physical inability to perform their job and eligible for worker's compensation benefits will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

SECTION 25. SEVERABILITY

All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

SECTION 26. EFFECTIVE DATE

The effective date of this resolution shall be July 1, 2014. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 10th day of June, 2014.

Mayor Elizabeth Nowak 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. 14-14 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of June, 2014, 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: Rafael Casillas, P.E., Public Works Manager *RC*

Date: June 10, 2014

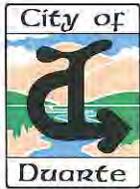
Subject: City Council Acceptance – Huntington Drive at Pops Road Traffic Signal and Intersection Improvements Project, City Project # 11-2

RECOMMENDED ACTION

Staff recommends that the City Council accept the project "Huntington Drive at Pops Road Traffic Signal and Intersection Improvements" and authorize the City Clerk to initiate the Notice of Completion.

PTM General Engineering Services Inc. has satisfactorily completed the above project. The cost for this project is \$313,676.92. The project is funded by Proposition 1B, Los Angeles County Aid to Cities and private development contribution.

DISTRIBUTION: Community Development Director
City Clerk
Staff



MEMORANDUM

To: City Council

From: Teresa Renteria, Assistant Civil Engineer

CC: Craig Hensley, Community Development Director
Marla Akana, City Clerk

Date: June 3, 2014

Subject: City Council Acceptance – Concrete Repair Program FY 2013-14
Project # 14-1

RECOMMENDED ACTION

Staff recommends that the City Council accept the “Concrete Repair Program FY 2013/14” and authorize the City Clerk to initiate the Notice of Completion.

BACKGROUND

On April 15th, 2014, the City Clerk publicly opened bids for the above project. This project consisted of the removal and replacement of concrete sidewalks, curbs, gutters and driveway approaches that were damaged by tree roots and other factors. These improvements allow for better accessibility and safe sidewalks for pedestrians and reduces the number of trip and fall claims in the City of Duarte, therefor has become an integral part of the City's Risk Management Plan.

Gentry Brothers Inc. at 384 Live Oak Avenue, Irwindale, CA 91706, has completed the above project. The cost of the project is \$54,128.50 and is funded by Measure R and the Bicycle/Pedestrian Safety Funds.



Memorandum

To: City Council

From: Planning Commission

CC: Craig Hensley, Director, Community Development

Date: 4/22/14

Subject: Commission Reorganization

At the regular meeting of the Planning Commission held on Monday, April 21, 2014, the Commission organized as follows:

Chairperson – Shauna Pierce
Vice-Chairperson – William Lawrence



CITY COUNCIL STAFF REPORT

Date: June 10, 2014

To: Mayor and City Council

From: Irma Hernandez, Senior Planner

Subject: Issuance of Report Pursuant to Government Code Section 65858(d) – Status of the City’s Current Moratorium on the Establishment of Smoke Shops; Businesses Selling Paraphernalia and Vapor Cigarettes; and granting of Conditional Use Permits for Tobacco Smoking Establishments

On June 24, 2014, the Duarte City Council will hold a public hearing to consider the adoption of an urgency ordinance to extend the 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 the earlier of (i) up to July 24, 2014 or (ii) the effective date of the proposed any ordinances adopted by the City Council amending the Development Code to address smoke shops, the sale of smoking and drug paraphernalia and smoking establishments. The time extension is necessary to ensure that there is no time gap between the expiration of the moratorium (June 24, 2014) and the effective date of the proposed ordinances. All ordinances pertaining to the amendments will be considered at a City Council first reading on June 10, 2014, a second reading on June 24, 2014, and take effect thirty (30) days following as second reading (July 24, 2014).

The City Council will be consider adoption of Municipal Code Amendment (MCA) 14-1, at its June 10, 2014 meeting. The Planning Commission at its regularly scheduled meeting on May 19, 2014 recommended that the City Council approve MCA 14-1 amending Duarte Development Code Chapter 19 to allow tobacco, electronic cigarettes, personal vaporizer devices, and tobacco paraphernalia retail uses in specific zones under specific locational, development, and operational standards; prohibiting vaping establishments in all zones, and adding new definitions related to the proposed amendments. At its June 10, 2014 meeting, the City Council will also consider adoption of Municipal Code Amendment 14-2, a proposal to amend Duarte Municipal Code (DMC) Chapter 5.04 (Business Licenses and Regulations), revising grounds for revocation or suspension of business licenses; amend Chapter 5.09 (Tobacco Retailer License), requiring a tobacco retailer license for the sale of electronic cigarettes and personal vaporizers; and the addition of Chapter 6.21 (Psychoactive Bath Salts, Psychoactive Herbal Incense and Other Synthetic Drugs) prohibiting the sale, distribution and possession of synthetic drugs. The proposed code amendments are recommended in response to the moratorium that has been in placed for almost a year.



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 Agreements

Date: June 3, 2014

The annual Los Angeles County Probation Department Prevention and Intervention Program (P.I.P.) Service Agreement is due for renewal. The new agreement will be effective from July 1, 2014, through June 30, 2015.

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 each 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.

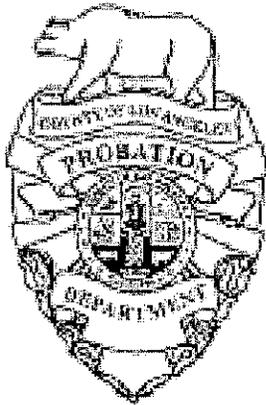
The P.I.P. service agreements are a 50% contract and as such the City of Duarte reimburses the County of Los Angeles Probation Department for 50% of the salary and employee benefits for the Deputy Probation Officer assigned to the City. The cost to the City of Duarte for the 2014/2015 Probation Service Agreement is \$74,000.

Based on the City of Duarte's annual budget meeting it is staff's recommendation that Council approves the G.A.P.P. service agreement.

FISCAL IMPACT: The service agreement was included in the annual budget at a rate of \$70,000. The \$74,000 rate signifies an almost 9% increase from the previous year's agreement (\$68,000). However it should be noted that this is the first increase to the agreement in four years. The G.A.P.P. service agreement will be covered by the CAL-GRIP grant funds for half of this fiscal year. The CAL-GRIP Grant expires on December 31, 2014 and covers 50% of \$37,000 for a savings of \$18,500.

063

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



**AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP)**

CITY OF DUARTE (GAPP)

JULY 1, 2014 - JUNE 30, 2015

TABLE OF CONTENTS

	<u>Page No.</u>
1. PURPOSE OF THE AGREEMENT	1
2. STATEMENT OF WORK	1
3. EMPLOYMENT STATUS	2
4. PAYMENT	2
5. INDEPENDENT CONTRACTOR	3
6. INDEMNIFICATION	3
7. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION.....	4
8. BUDGET REDUCTIONS.....	4
9. TERMINATION AND TERMINATION COSTS	4
10. TERMINATION FOR IMPROPER CONSIDERATION	4
11. TERM	5

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

THIS AGREEMENT is made and entered into this ____ day of _____, 2014 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 1203.14 of the Penal Code and 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 \$74,000 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 \$55.04 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, 2014, December 31, 2014, March 31, 2015, and June 30, 2015.

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, 2014 and terminating on June 30, 2015.

/

/

/

/

/

/

/

/

/

/

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

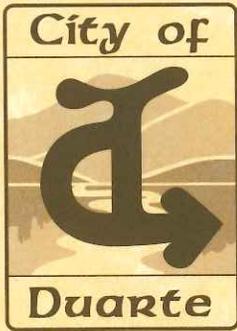
_____ Date

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By 
MILLICENT L. ROLON
PRINCIPAL DEPUTY COUNTY COUNSEL


Date



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: 2014/2015 Citizens Options for Public Safety (COPS) Grant Funding

Date: June 3, 2014

The 2014/2015 Budget Account for the State Supplemental Law Enforcement Services Grant Fund (SLESF) is expected to receive \$100,000 this fiscal year from the State of California. In addition, after conversations with the City of Bradbury, it is their intention to allocate an additional \$50,000 of the City of Bradbury's (COPS) Supplemental Law Enforcement Services Grant Funding to the City of Duarte contingent on their receipt of \$100,000 in funds from the State of California.

Therefore, the Supplemental Law Enforcement Services Grant Fund is budgeted at \$150,000 for the fiscal year 2014/2015.

The use of these funds will continue to be used in front line law enforcement services. Specifically, the grant monies will continue to fund the City of Duarte's Motorcycle Deputy, the School Resource Deputy and Special Event overtime patrols. The Bradbury grant monies will be used for the Special Assignment Deputy position.

The expenditure of grant funds has been discussed with Captain Chris Nee the Temple Station Commander.

Based on the above information, it is staff's recommendation that the City Council approve the use of the 2014/2015 State Supplemental Law Enforcement Services Grant Funds as outlined.

071



John L. Scott, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



June 03, 2014

Mr. Darrell George, City Manager
City of Duarte
1600 Huntington Drive
Duarte, California 91010

Dear Mr. George,

The State Supplemental Law Enforcement Services Funds for the 2014-15 fiscal year Citizens Options for Public Safety (COPS) program have been provided to the city of Duarte on a per capita formula. The below listed recommendations will afford us the opportunity to further enhance our community policing efforts and overall service.

Therefore, I recommend the city of Duarte utilize these funds as follows:

- 40% for a motor deputy position
- 40% for a school resources deputy
- 20% for directed patrol overtime

Should you have any questions, please contact me at (626) 292-3300.

Sincerely,

JOHN L. SCOTT, SHERIFF

Christopher P. Nee, Captain
Commander, Temple Station

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: June 5, 2014

SUBJECT: Conference Attendance – City Council Meeting of June 10, 2014

League of California Cities
Annual Conference & Expo
September 3-5, 2014
Los Angeles Convention Center
Registration: \$500 before 7/9/14 (\$550 after 7/9/14)
One Day Registration: \$275
Hotel: JW Marriott – \$199.00 plus taxes/fees 15.5%
Westin Bonaventure – \$185.00 plus taxes/fees 15.5%

Duarte Chamber of Commerce
2014 Installation Dinner & Annual Meeting
June 27, 2014
Westminster Gardens, Duarte
\$50 per person



Annual Conference & Expo

SEPTEMBER 3-5, 2014

Registration and Housing Deadline: August 12

Early Bird Registration Deadline: July 9 • www.cacities.org/AC

Los Angeles, California





Tentative Schedule of Events

2014 ANNUAL CONFERENCE, LOS ANGELES

AS OF APRIL 11, 2014 (SUBJECT TO CHANGE)

WEDNESDAY, SEPTEMBER 3

- 9:00 – 10:30 a.m.Policy Committees (at hotel)
- 10:30 a.m. – NoonPolicy Committees (at hotel)
- 8:00 a.m. – 6:00 p.m.Registration Open, Los Angeles Convention Center
- 9:00 – 11:00 a.m.AB 1234 Training
- 9:00 a.m. – NoonMobile Tours
- 10:30 – 11:15 a.m.Education
- 11:30 a.m. – 1:00 p.m.Regional Division Lunches (optional)
- 1:00 – 1:30 p.m.First Time Attendee Orientation
- 1:30 – 2:45 p.m.Department Business Meetings
- 3:00 – 5:00 p.m.Opening General Session — Annual Report and Keynote Address
- 5:00 – 7:00 p.m.Grand Opening Expo Hall & Host City Reception
(No competing events/receptions are permitted at this time)
- 7:00 – EveningCitipac Event

THURSDAY, SEPTEMBER 4

- 7:00 a.m. – 4:00 p.m.Registration Open
- 8:00 – 9:30 a.m.Education
- 9:00 a.m. – 4:00 p.m.Expo Open (with Lunch in Exhibit Hall)
(No competing events 11:30 a.m. – 1:00 p.m.)
- 9:45 – 11:45 a.m.General Session — Keynote Address
- 1:00 – 2:15 p.m.General Resolutions Committee
- 1:00 – 2:15 p.m.Education
- 2:45 – 4:00 p.m.Education
- 4:15 – 5:30 p.m.Education
- 4:15 – 5:30 p.m.Board of Directors Meeting
- 5:30 – EveningNetworking Receptions — Caucus, League Partners, Divisions

FRIDAY, SEPTEMBER 5

- 7:30 – 10:00 a.m.Registration Open
- 7:30 – 8:45 a.m.Regional Division Breakfasts (optional)
- 9:00 – 10:15 a.m.Education
- 10:30 – 11:45 a.m.Education
- Noon – 2:00 p.m.Closing Luncheon with Voting Delegates & General Assembly
Install New Board of Directors, Grand Prize
- 2:00 p.m.Adjourn

NOTE: Conference Registration is required to attend Department Meetings, Division Meetings, and General Assembly/Annual Business Meeting as an attendee and/or Voting Delegate.

Registration

Registration Includes:

- Admission to education sessions
- Wednesday Host City Reception and Expo; Thursday lunch with exhibitors; Friday General Assembly luncheon

Online Registration (*credit card*) — Visit www.cacities.org/AC

Mail-in Registration (*pay by check*) — contact mdunn@cacities.org to request a registration form.

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations.

Full Conference Registration Fees

	EARLY BIRD Before July 9	After July 9 and onsite
City Delegate		
Member City	\$ 500	\$ 550
Nonmember City	\$ 1500	\$ 1550
Public Official		
County/State	\$ 575	\$ 625
Partner/Exhibitor/All Others		
Company Representative	\$ 675	\$ 725

NOTE: Conference registration is required to attend the Policy Committees, Department and Annual Conference business meeting and/or to be a Voting Delegate.

One-Day Registration

Early bird rates are not available for one day registrations

City Delegate	
Member City	\$ 275
Nonmember City	\$ 1275
Public Official	
County/State	\$ 325
Partner/Exhibitor/All Others	
Company Representative	\$ 375

Optional Registration Add-ons

(*non-refundable*)

City Clerks Workshop — \$125 member cities, \$250 non-member cities

Tours:

Explore the Historic Los Angeles River
(*Guided van and walking tour*)

Blast off with the Space Shuttle Endeavour
(*Light rail trip to the California Science Center*)

Be Prepared at the Emergency Operations Center
(*Walking tour*)

Tours have limited space available — \$5 non-refundable processing fee. If you are unable to participate in a tour, your position will be substituted with someone on the wait list.

Guest Registration — \$125

Guest rate is restricted to those who are not city/public officials, are not related to any Partner/Expo company, and would have no professional reason to attend for learning or business. Rate includes admission to the Expo and receptions only. Session seats are reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.

Onsite Badge Pick Up

2014 Annual Conference badges will be available at the registration desk in the Los Angeles Convention Center.

REGISTRATION HOURS:

Wednesday, September 3 – 8:00 a.m. – 6:00 p.m.

Thursday, September 4 – 7:00 a.m. – 4:00 p.m.

Friday, September 5 – 7:30 – 10:00 a.m.



Questions or special needs? Contact our conference registrar at mdunn@cacities.org before Tuesday, August 12.

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, **minus a \$75 processing charge**, only when a written request is submitted to the League of California Cities, Conference Registration, 1400 K Street, Sacramento, CA, 95814 or mdunn@cacities.org and received before **5:00 p.m. on Tuesday, August 12**. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration. Please note, sharing of registration is prohibited.



Conference Hotels

JW Marriott Los Angeles L.A. Live*

900 West Olympic Boulevard
 \$199.00 single/double
 (plus occupancy taxes and fees 15.5%)

The Westin Bonaventure Los Angeles*

404 South Figueroa Street
 \$185.00 single/double
 (plus occupancy taxes and fees 15.5%)

*Shuttle services will be provided for the duration of the conference from the hotels to the Los Angeles Convention Center

Reduced room rates are available for registered attendees/exhibitors at the 2014 Annual Conference. Reserve your hotel nights while space is available. Phone reservations will not be available. The discounted hotel rate cut-off is **Tuesday, August 12** and the hotels are subject to sell out prior to the reservation deadline – reserve early.

STEP ONE: Register for the Conference

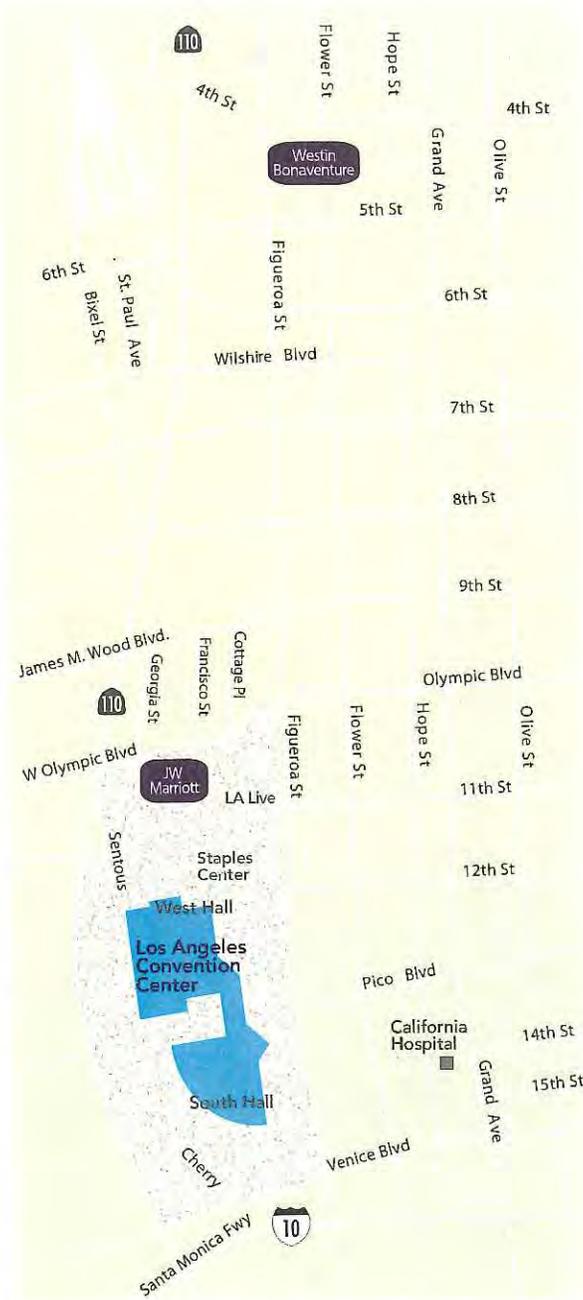
STEP TWO: Book hotel room

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations.

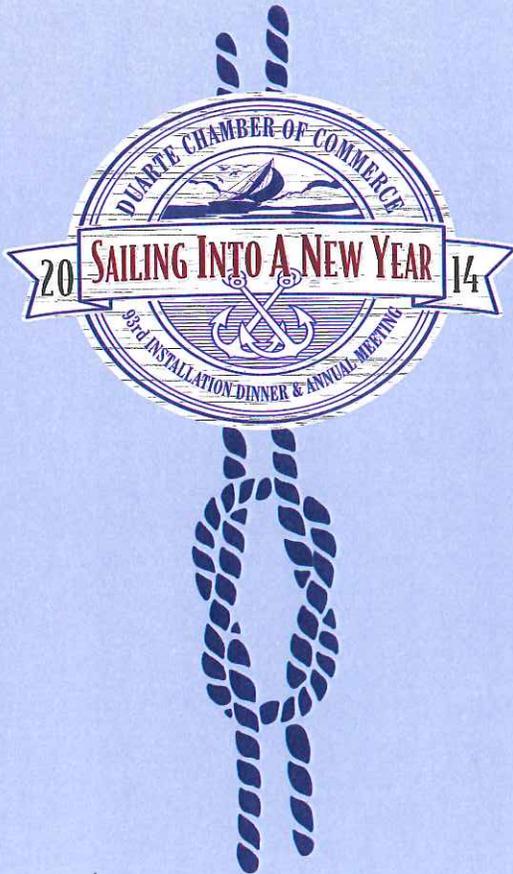
Hotel Changes or Hotel Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations made prior to Tuesday, August 12 must be done through the online reservation link you received when registering for the conference. Use your confirmation/acknowledgement number to access your reservation to make changes. Once the August 12 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that hotel cancellations after the housing deadline has passed may incur a financial penalty of a minimum one-night room charge or attrition fees.

CAUTION! Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.



PLEASE NOTE: The information you provide to the League when registering for a League conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with the League the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between the League and the hotel(s) will be limited to your first name, last name and dates/length of stay in the hotel.



THE DUARTE CHAMBER OF COMMERCE

INCOMING CHAIRMAN OF THE BOARD
PATRICK MILLER, NEW YORK LIFE
AND
THE 2014 - 2015 BOARD OF DIRECTORS

CORDIALLY INVITE YOU TO ATTEND
THE 93rd INSTALLATION, AWARDS,
AND ANNUAL MEETING DINNER

FRIDAY, JUNE 27, 2014

WESTMINSTER GARDENS, PACKARD HALL
1420 SANTO DOMINGO, DUARTE

6:00 SILENT AUCTION, NO HOST BAR
6:45 DINNER
7:30 INSTALLATION

RESORT CASUAL ATTIRE



DUARTE CHAMBER OF COMMERCE
THE 93RD INSTALLATION, AWARDS, AND ANNUAL MEETING DINNER
FRIDAY, JUNE 27, 2014 RESPONSE CARD

NAME _____

COMPANY _____

ADDRESS _____

PHONE _____ E-MAIL _____

RESERVE _____ PLACES \$50.00 PER PERSON OR SPONSOR A TABLE FOR 8 \$500.00

OUR CHECK IN THE AMOUNT OF \$ _____ IS ENCLOSED

CREDIT CARD # _____ EXP. _____ CVC# _____

I CANNOT ATTEND BUT WOULD LIKE TO DONATE \$ _____

DUARTECHAMBER.COM 626-357-3333 PLEASE RESPOND BY JUNE 14, 2014