

October 14, 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, OCTOBER 14, 2014

6:30 p.m. – Closed Session

7:00 p.m. – Regular Session

COUNCIL CHAMBERS, 1600 HUNTINGTON DRIVE, DUARTE, CALIFORNIA 91010

MISSION STATEMENT

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

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.

THE FOLLOWING ITEMS WILL BE HEARD AT 6:30 P.M.

1. CALL TO ORDER OF CITY COUNCIL, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND COMMUNITY FACILITIES FINANCING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. CLOSED SESSION
 - A. Public Input – *Members of the public wishing to speak concerning the closed sessions listed below may do so at this time. Each person may speak once for no more than 3 minutes.*
 - B. Public Employee Performance Evaluation – Pursuant to Government Code Sections 54957(b)(1) and 54957.6; Annual evaluation of City Manager; Designated City representative: Jeff Melching, City Attorney

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

4. PLEDGE TO THE FLAG
5. MOMENT OF REFLECTION
6. FITNESS/MENTAL WARM-UP
7. PUBLIC REPORT OF CLOSED SESSION ITEM
8. SPECIAL ITEMS – Page 1
 - A. Proclamation – Red Ribbon Week
 - B. Presentation – By Jason Farned, San Gabriel Valley Mosquito and Vector Control District – Update on Asian Tiger Mosquito treatment
9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.
10. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)
Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City/Agency or Authorities, may do so at this time. The opportunity to speak is on a first come, first serve basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications at this time. Under the Brown Act, members of the City Council/Successor Agency/Housing Authority/Financing Authority, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
11. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
12. CONSENT CALENDAR – Page 14
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 –September 23, 2014 (CC/HA/SA/FA)
 - B. Approval of Warrants – October 14, 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. Notice of absences by Barbie Bylsma-Houghton from Parks and Recreation Commission meetings of 10/13/14, 11/10/14, and 12/8/14 (Receive and File) (CC)
 - E. Approval of Amendment No. 9 to the City Manager Employment Agreement (CC)

- F. Council Bill 14-R-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, NOMINATING COUNCILMEMBER LUIS AGUIÑAGA (SOUTH EL MONTE) TO REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY (CC)
- G. City Council/City Manager Conference Attendance – California Contract Cities Southern California Water Summit, November 7-9, 2014, Coronado; William Fujioka Retirement Celebration, November 6, 2014, Universal City; California Contract Cities Association Board of Directors Meeting, October 16, 2014, Norwalk; Foothills Pregnancy Resource Center’s Annual Gala, November 7, 2014, Monrovia; Monrovia-Duarte Black Alumni Association Annual Scholarship Dinner Dance, November 15, 2014, Arcadia (CC)
- 13. ITEMS REMOVED FROM CONSENT CALENDAR
- 14. BUSINESS ITEMS – Page 35
 - A. Authorization for the City Manager to enter into an Exclusive Negotiating Agreement with Genton Property Group for the properties at (1) 946-962 Huntington Drive [APNs 8530-013-902, 093 & 904]; and (2) 1305, 1415, 1423 and 1437 Huntington Drive [APNs 8530-004-900-904]; and authorization for the City Manager to sign a Professional Services Agreement with Kosmont & Associates; and approval of a \$35,000 budget amendment to the Fiscal Year 2014-2015 General Fund Budget
 - B. Authorization for City Manager to execute a contract with Digital Networks Group, Inc., in the amount of \$182,899.10 for Civic Center Audio Visual System
- 15. PUBLIC HEARING – Page 100
 - Council Bill 14-R-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING AN UPDATED DUARTE HAZARD MITIGATION PLAN IN ACCORDANCE WITH FEDERAL DISASTER MITIGATION ACT OF 2000
 - Council Bill 14-R-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING GUIDELINES FOR PREPARING SEISMIC HAZARD REPORTS AND ACCOMPANYING BACKGROUND REPORT ON THE HAZARD OF SURFACE FAULT RUPTURE IN THE CITY OF DUARTE
 - Council Bill 14-R-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING A BRUSH CLEARANCE PLAN
- 16. 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.*
- 17. 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)
- 18. ADJOURNMENT – In memory of Yuk Ma Ng, Daniel Crespo, and Jordan Corder

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: October 9, 2014
SUBJECT: Comments on Agenda Items, Meeting of October 14, 2014

ITEM 8.A. A proclamation will be read and presented commemorating the week of October 23-31, 2014, as Red Ribbon Week in the City of Duarte. During this time, the City encourages all citizens to participate in drug awareness activities, making a visible statement that we are strongly committed to healthy lives. The City of Duarte has adopted "Love Yourself. Be Drug Free!" as this year's Red Ribbon Week campaign theme. The Duarte Public Safety Department is coordinating a number of events during the week of October 23-31.

ITEM 8.B. An update on the Asian Tiger Mosquito abatement treatment recently undertaken in Duarte will be give by Jason Farned. Mr. Farned is the Public Information Officer for the San Gabriel Valley Mosquito and Vector Control District.

ITEM 12.E (Consent Calendar). This is Amendment No. 9 to the City Manager Employment Agreement. The City Council, in Closed Session, conducted its annual evaluation of the City Manager, and the City Attorney reported out in open session. This Amendment will extend the City Manager's contract for an additional one year (to September 26, 2016).

ITEM 12.F (Consent Calendar). This is a resolution nominating Councilmember Luis Aguiñaga (South El Monte) to represent cities without prescriptive water pumping rights on the Board of the San Gabriel Basin Water Quality Authority.

ITEM 14.A. This item would give the City Manager authorization to enter into an Exclusive Negotiating Agreement (ENA) with Genton Property Group for the properties generally located in and near the Big Lots Shopping Center. In addition, this item would also authorize a Professional Services Agreement with Kosmont & Associates to conduct an economic analysis of the project, with the \$35,000 fee to be paid for by the developer. Genton Property Group approached staff with a proposal to purchase and develop City pieces and, as a part of the development arrangement, also provide a path to rehabilitate the Big Lots Shopping Center. The City had been discussing this possibility for several months with the Charles Company, but that development proposal did not progress.

The proposed ENA provides the developer a 12-month period to make progress on a project. The ENA requires the developer to fund an economic analysis of the project that includes an evaluation of the development pro forma and financial feasibility, a fiscal impact and economic benefit analysis, a zoning impact fee analysis, and consultant assistance in working with the State Department of Finance and impacted taxing agencies to justify the sale of Successor Agency properties. The ENA calls for the City to hire Kosmont & Associates to conduct this analysis. In addition to this work, property appraisals will also be conducted during the ENA period.

ITEM 14.B. This item requests the City Council's authorization to execute a contract with Digital Networks Group, Inc., for the purchase and installation of a new City Council Chamber/Community Center Audio-Visual system. For years, the Duarte City Council Chambers has been operating with outdated and operationally deficient audio-visual equipment, resulting in the declining quality of audio-visual recordings, broadcasts, and presentations at both City Council meetings and public functions. Additionally, none of the City facilities conference rooms at the Civic Center, nor at

outlying locations, have state of the art audio-visual capabilities to facilitate DVD, PowerPoint presentations, or other media connectivity opportunities associated with City business.

In light of the continued degradation and dated condition of the existing Community Center system, City staff initiated a comprehensive process to design, develop specifications, and bid out a state of the art system. An RFP was released on July 31, and Facilities Maintenance staff and the consultant conducted a pre-proposal walk-through on August 5. Sealed bids were received at City Hall on August 28, with four companies submitting proposals. Digital Networks Group, Inc., located in Aliso Viejo, CA, emerged as the lowest responsible bidder. It is one of the state's leading AV and information technology system integrators for state of the art presentations and collaborative technology solutions. The company prides itself on being able to successfully lead its clients from concept to installation, training, and maintenance. Digital Networks Group, Inc., has a repeat customer rate of over 94%. The public sector market is the company's strong suit, and it just recently finished completing Council Chamber projects in the cities of Malibu and El Centro.

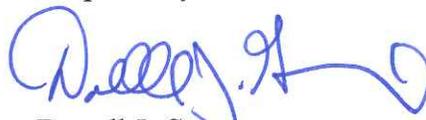
Costs associated with the design, installation, and training associated with audio visual capital improvements will be charged to the City's Public, Educational, and Governmental programming fund, which currently has a balance of \$135,800. The cost of the project is \$182,899.10. The \$47,099 difference will be paid back by future PEG Funds (approximately \$24,000 annually) to the City's General Fund over a period of approximately two years pursuant to an Assignment Agreement.

ITEM 15. This is a public hearing to consider resolutions adopting the City's updated hazard mitigation plan, guidelines for preparing seismic hazards reports, and a local brush clearance plan. The purpose of a Hazard Mitigation Plan is to develop long-term strategies for protecting people and property from future hazard events. An updated and adopted Plan is required not only to reduce risk to the community, but to maintain eligibility for certain types of non-emergency disaster mitigation funding from FEMA under the Disaster Mitigation Act of 2000.

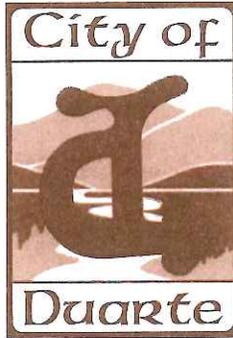
The Brush Clearance Plan is a mitigation measure intended to reduce the risk of wildfire in the City's wildland urban interface. Wildland urban interface is defined as areas where homes are built near or among lands prone to wildland fire. This Plan identifies the parcels of land that are owned and/or maintained by the City. In Duarte, there are a number of vacant and unimproved parcels of land that are owned by the City of Duarte and are considered protected open space. There are a number of other parcels that are not owned by the City; however, the City is responsible for landscape maintenance.

The Guidelines for Preparing a Seismic Hazard Report and accompanying background report Surface Fault Rupture Hazards in the City explain the requirements for developing in seismic fault areas, pursuant to the Alquist-Priolo Earthquake Fault Zone Act of 1972 and Seismic Hazard Mapping Act of 1990 (SHMA). The purpose of the Alquist-Priolo Act is to prevent the construction of buildings used for human occupancy across the surface trace of an active fault (California Public Resources Code, Division 2, Chapter 7.5, Section 2621-2630). The purpose of the SHMA is to minimize loss of life and property through the identification, evaluation, and mitigation of seismic hazards.

Respectfully submitted,



Darrell J. George
City Manager



Proclamation

RED RIBBON WEEK

WHEREAS, the National Federation of Parents and Californians for Drug Free Youth, Inc., encourage local communities to put forth efforts to combat drug abuse throughout Red Ribbon Week and year-round; and

WHEREAS, Californians for Drug Free Youth, Inc., a Statewide parent and community organization, and the California Department of Alcohol and Drug Programs are co-sponsoring "Red Ribbon Week" from October 23-31, 2014; and

WHEREAS, government agencies, schools, law enforcement, churches, hospitals, businesses, service organizations, and individuals will project their commitment to healthy lives without drugs by wearing red ribbons throughout this week-long campaign; and

WHEREAS, the City of Duarte commits its resources to ensure the success of the Red Ribbon Campaign in cooperation with Duarte Unified School District, Temple Sheriff's Station, local businesses, local service clubs, and all community groups; and

WHEREAS, the City of Duarte adopts "Love Yourself. Be Drug Free" as our theme for this year's campaign to commit to healthy drug-free lives;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims the week of October 23-31, 2014, as RED RIBBON WEEK in the City of Duarte, and encourages all citizens of Duarte to participate in drug awareness activities, making a visible statement that we are strongly committed to healthy lives.

Mayor Liz Reilly

ATTEST:

City Clerk Marla Akana
Duarte, California
October 14, 2014





Duarte Public Safety

Memo

To: Darrell George
From: Aida Torres
CC: Brian Villalobos, Marla Akana
Date: 10/6/14
Re: Red Ribbon Week 2014 Campaign

The City of Duarte adopts *"Love Yourself. Be Drug Free!"* as this year's Red Ribbon Week campaign theme. The Duarte Public Safety Department is coordinating the following Events to during the week of October 23rd-October 31st:

Elementary/Intermediate School Events - Week of October 23rd to 31st

All parents of Elementary School students will receive information on the Red Ribbon Week campaign at their schools. Students 1st to 8th grade and school staff will each receive a red ribbon. Each one of Duarte's Elementary Schools will promote Classroom Poster Contest, Northview Intermediate School will promote an Essay and Poster Contest and Duarte High School and Mt. Olive Continuation School will conduct an Essay Contest throughout the week.

Red Ribbon Week March - Saturday, October 25th

The Duarte Public Safety Station will kick off Red Ribbon Week by decorating Huntington Drive. Duarte area youth groups, The Duarte Area Resource Team and CHYLL Caring Helping Youth Leading in Life will decorate all the trees from Mountain Avenue to Encanto Parkway. This March will be followed by a family event invites all youth 1st to 8th grade to have fun participating in arts and crafts, a dance contest, pumpkin patch with a special unveiling of a mural inside the Teen Center. A free drug and gang awareness class will be presented to parents, school officials, and all community members. Free lunch and giveaways will be provided.

Red Ribbon Week Essay Contest and Teen Event – Thursday, October 30th

The Duarte Teen Center will host Drug Facts Chat Day. Essay Contest for High School Age Youth will culminate and the winners will be presented with their prizes at this event.

Classroom Poster Contest judging to be held at each Elementary School by Friday, October 31st, Elementary Schools will announce the winning classroom at each school winning classroom will receive an ice cream party presented by a Deputy Robert MacLean in the month of November. Northview Intermediate Students winners will be presented their award by Deputy MacLean.

San Gabriel Valley Mosquito and Vector Control District

Manager Blog
June, 2014



Kenn Fujioka
District Manager

The Facts about Pesticide Use and Treatment Planning

The San Gabriel Valley Mosquito and Vector Control District is a public health agency charged with managing vectors that cause human disease. We use an integrated approach that includes education, surveillance, and management. The component of our integrated program that is most commonly misunderstood is when, how, and why we use pesticides.

Large-scale treatments

When the risk for human disease reaches a specific threshold because the population of infected vectors is sufficiently high pesticides may be applied on a large scale. These treatments are made with a truck-mounted applicator that disperses an ultra-low volume mist into the air. All of the pesticides we use are registered with the US Environmental Protection Agency (EPA) and are chosen based on their ability to have a maximum effect on target organisms while having a minimal effect on humans, pets, and the environment.

How do we decide when and where to implement large-scale treatments?

Education and prevention are our preferred strategies to manage vectors, but pesticides provide immediate results when a threat to public health is imminent. Ecologists survey mosquito populations, assess the presence of viruses which can cause disease, and analyze the risk to public health. Our office team takes calls from residents and logs complaints of excessive mosquito activity and reports of dead birds. We use these data to determine whether a large-scale treatment is necessary. For example, if West Nile virus was found in samples of mosquitoes we collected, antibodies to the virus were found nearby in a sentinel chicken flock, and our residents were complaining about being bitten by mosquitoes and reporting many dead birds, an application of pesticide would be scheduled to reduce the number of adult mosquitoes in this area. Maps of all of our large-scale treatments are placed on our website and are available to the general public.

How do we decide which pesticide to use?

The pesticides we use each serve a specific purpose. Before we apply any

how long the pesticide must persist to be effective, whether it affects non-target species, how it is applied, what its impact to the environment might be, whether any resistance to a pesticide has been observed, the application rate, and the treatment schedule. All of our staff who applies pesticides must be certified by the California Department of Public Health to do so.

Truck-mounted machines are used for most of our large-scale treatments. Larvicides target immature mosquitoes. These pesticides are very target specific and have little impact on people or the environment. Adulticides are generally less target specific; although safe when used according to the label.

Are the pesticides we use harmful to humans?

Pesticides in California are strictly regulated by the California Department of Pesticide Regulation (DPR). Their mission is to ensure that people and the environment are protected from adverse effects that may be associated with pesticide use. They scientifically evaluate and provide a risk assessment for every pesticide that is sold in California.

Every pesticide must have a label. The label must contain certain information, e.g., the active ingredient(s), the target pest, application instructions, potential harmful effects, and precautions for the applicator as well as others. The label also has one of three signal words that show how dangerous a pesticide can be to people; **Danger** (most toxic), **Warning** (less toxic but poses a specific hazard to people), and **Caution** (least toxic, least dangerous).

Currently the District has in its inventory roughly 25 pesticides designed to target different vectors in a variety of ways. All of these pesticides are designated with the signal word **Caution**. When used according to the label, all of the pesticides that we use have very little, if any adverse effects on humans.

The truck mounted ultra-low volume applicators we use for large-scale treatments are calibrated so pesticides are applied as fine droplets that are measured in microns (one millionth of a meter). Our adulticides are applied at rates that can be measured in tablespoons of pesticide per acre of land.

For more information on the EPA regulation of pesticides:

Assessing the health risk of Pesticides:

<http://www.cdpr.ca.gov/docs/dept/factshts/artic12.pdf>

Pesticides: What's my Risk?:

<http://npic.orst.edu/factsheets/WhatsMyRisk.pdf>

Using pesticides in California:

http://www.cdpr.ca.gov/docs/dept/comguide/using_excerpt.pdf

How do we notify the public?

The public deserves to receive accurate and current information. Before we conduct a large-scale pesticide treatment we use several avenues of communication to reach as many people as possible within the treatment area. We start with a press release several days before the treatment which includes the exact date, time, material, mode of application, necessary precautions, and a detailed map of the treatment area. The press release is sent to the local media, local government officials, public health agencies, and a list of residents who have asked to receive notifications. It is also posted on our website. We use both Facebook and Twitter to make multiple announcements and push notifications on Facebook to thousands of residents in the treatment area. At least 36 hours before the treatment, we post advisory notices with maps on sandwich boards at every street corner in the treatment area.

Is it possible to provide more notice?

We decide a treatment is necessary when our data show there is an immediate risk to public health. We must act quickly to diminish the threat and feel very strongly that we properly balance informing our residents with addressing threats to public health as soon as possible.

How can I receive alerts and information treatments?

The best way to stay connected is through our social media pages.

Facebook: San Gabriel Valley Mosquito and Vector Control

Twitter: @SGVMosquito

Please call or e-mail the District if you wish to receive press releases and public health alerts via email.

The website is another place to get current information. All of our treatments are listed there in the News and Events section. Information about all of our pesticides is also there on the Transparency page.

The San Gabriel Valley Mosquito and Vector Control District is committed to protecting both public health and the environment. The majority of the work that we do revolves around managing mosquitoes which kill more than 700,000 people per year; this makes them the most dangerous animal in the world. When pesticides are used responsibly they are an important weapon against this threat. Organizations like the California Department of Pesticide Regulation, the Environmental Protection Agency, the Department of Agriculture and the California Department of Public Health enforce regulations that make pesticides safer for all and hold accountable organizations that apply them. We hope this information makes clear our District's commitment to using pesticides as an effective part of an integrated plan that protects public health.

San Gabriel Valley Mosquito and Vector Control District

For Immediate Release
Friday, September 26, 2014



Contact:
Jason Farned
Public Information Officer
Phone: (626) 814-9466
E-mail: jfarned@sgvmosquito.org

Neighborhood Pesticide Treatment Scheduled in San Gabriel Valley to Control Invasive Mosquito

San Gabriel Valley, CA- September 26, 2014

In an ongoing effort to control the infestation of Asian tiger mosquitoes (*Aedes albopictus*) in the San Gabriel Valley, the San Gabriel Valley Mosquito and Vector Control District (SGVMVCD) will conduct truck-mounted mosquito control treatments in the late night hours of Wednesday, October 1. The treatments will focus on those areas of El Monte and Duarte most densely populated with adult mosquitoes. The Asian tiger mosquito is an aggressive day biting mosquito and the increase in adult population in some areas has become a significant nuisance to residents. The Asian tiger mosquito is also a primary vector of chikungunya - a painful disease spreading rapidly throughout the Caribbean and as of September 23, over 1000 travel-associated cases and eleven locally transmitted cases have been reported in the U.S.

The treatment will cover two areas, one in El Monte and one in Duarte. Section one will include an area of Duarte north of (and including) Elda St., east of (and including) Mountaincrest Rd., south of (and including) Brookridge Rd. and west of (and including) Encanto Pkwy. Section two will include an area of El Monte north of (and including) Bryant Rd., east of (and including) Cedar Ave., south of (and including) Lower Azusa Rd. and west of the La Madera Ave.

The District will conduct the treatment during the late night hours of Wednesday, October 1, 2014 between 10:00 p.m. and approximately 5:00 a.m., to avoid traffic and outdoor pedestrian activity. Alternate arrangements may be made if weather conditions are not favorable to an effective treatment. The alternate date, if needed, would be Thursday, October 2, 2014.

The District will be applying two different materials to target adult and immature mosquitoes. The application targeting immature mosquitoes will consist of a material called VectoBac®WDG applied by a truck-mounted fogger as a low volume mist. The active ingredient in VectoBac®WDG is *Bacillus thuringiensis israelensis (Bti.)* This pesticide is a target specific, bio-rational larvicide with minimal risk to humans and wildlife. Additional information about this product can be found at: <http://publichealth.valentbiosciences.com/docs/resources/vectobac-wdg-specimen-label.pdf>

The application targeting adult mosquitoes will consist of a material called Scourge® applied by a truck-mounted fogger as an ultra low volume mist. The active ingredients in Scourge® are *Resmethrin, and piperonyl butoxide*. Additional information about this product can be found at: <http://www.backedbybayer.com/vector-control/adulticides/scourge-18-54>

PRECAUTIONS:

The U.S. Environmental Protection Agency (EPA) considers pyrethroid-containing products like Scourge® to be slightly toxic with minimal potential risk to people. Residents are not required to take any special precautions, however are advised to remain indoors with doors and windows shut during the treatment period.

Scourge® is toxic to fish and aquatic insects. The District recommends residents **cover fish ponds** during the application to prevent possible deposition of droplets. Outdoor **pet food and water bowls should be covered or moved indoors** during the treatment. The product breaks down rapidly in sunlight and will not leave a residue.

San Gabriel Valley Mosquito and Vector Control District is committed to eradicating this dangerous, invasive mosquito from Los Angeles County. Applying pesticides by truck is one more tool vector control districts can use to target this mosquito before it has a chance to reproduce and spread.

What can residents do about the Asian tiger mosquito?

The Asian tiger mosquito can be identified by its unique size, color, and feeding habits. The mosquito is approximately 1/4-inch long and has distinctive black and white stripes across its body and legs. This is an aggressive, day-time biting mosquito. While there is currently no indication that those mosquitoes are infected, they are capable of transmitting viruses that cause dengue fever and chikungunya.

There is currently no vaccine or cure for chikungunya or dengue. These illnesses are typically severe and debilitating, causing high fever and severe joint and muscle pains lasting a week to several months. Infected travelers returning to areas where Asian tiger mosquitoes are present can infect local mosquitoes increasing the risk of localized disease transmission. Both of these diseases spread rapidly making them significant public concerns.

Follow these steps to protect yourself from the Asian tiger mosquito:

- **CALL AND REPORT IMMEDIATELY** any small, black and white mosquitoes, or if you are being bitten by mosquitoes during the day
- **DUMP AND DRAIN:** Check property weekly and remove all sources of standing water. Report "green" inoperable pools or other sources of standing water.
- Do not store water in uncovered in uncovered buckets or rain barrels. Ensure rain barrels are completely sealed to prevent mosquitoes from entering.
- Empty bird baths and small fountains completely or clean them thoroughly every three days.
- **DEFEND:** Wear effective repellants and loose fitting clothing with long sleeves and long pants if outdoors where mosquitoes are present. Ensure doors and windows are properly screened.

Residents living in the City of El Monte are encouraged to call the San Gabriel Valley Mosquito and Vector Control District at (626) 814-9466 with any questions or to report mosquito activity. For more information, also visit www.SGVMosquito.org



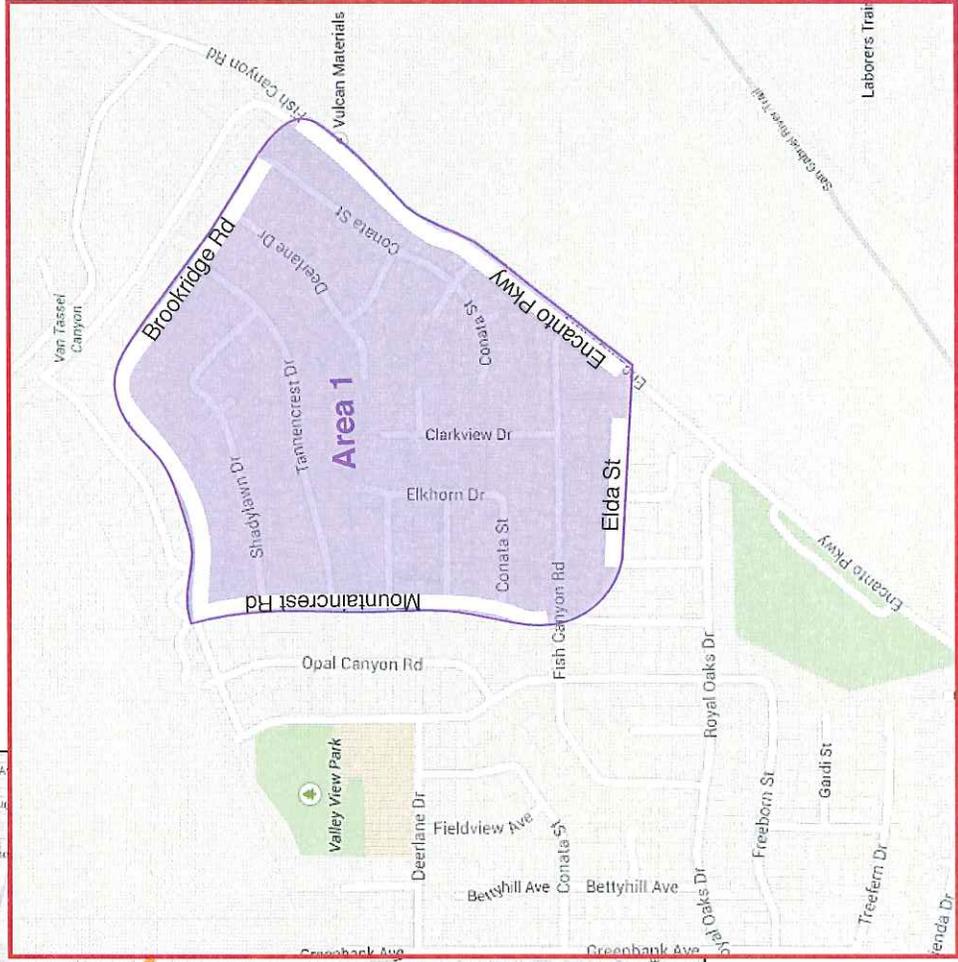
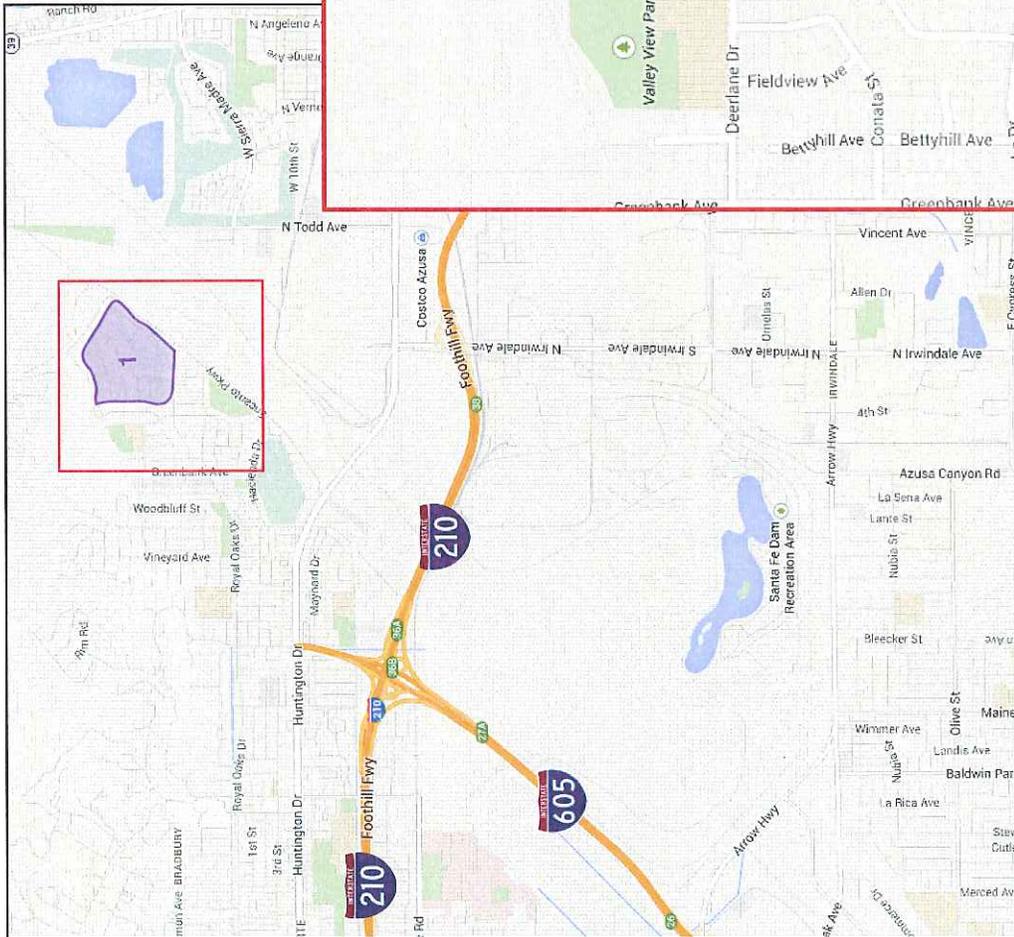
#SGVMosquito Follow us for treatment alerts, schedule, and maps

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Truck Mounted Larvicide Treatment Duarte

Wednesday, October 1, 2014
10:00 pm to 5:00 am

Material: Vectobac® WDG
Scourge®



1145 N. Azusa Canyon Road
West Covina, CA 91790

(626) 814-9466
www.SGVMosquito.org

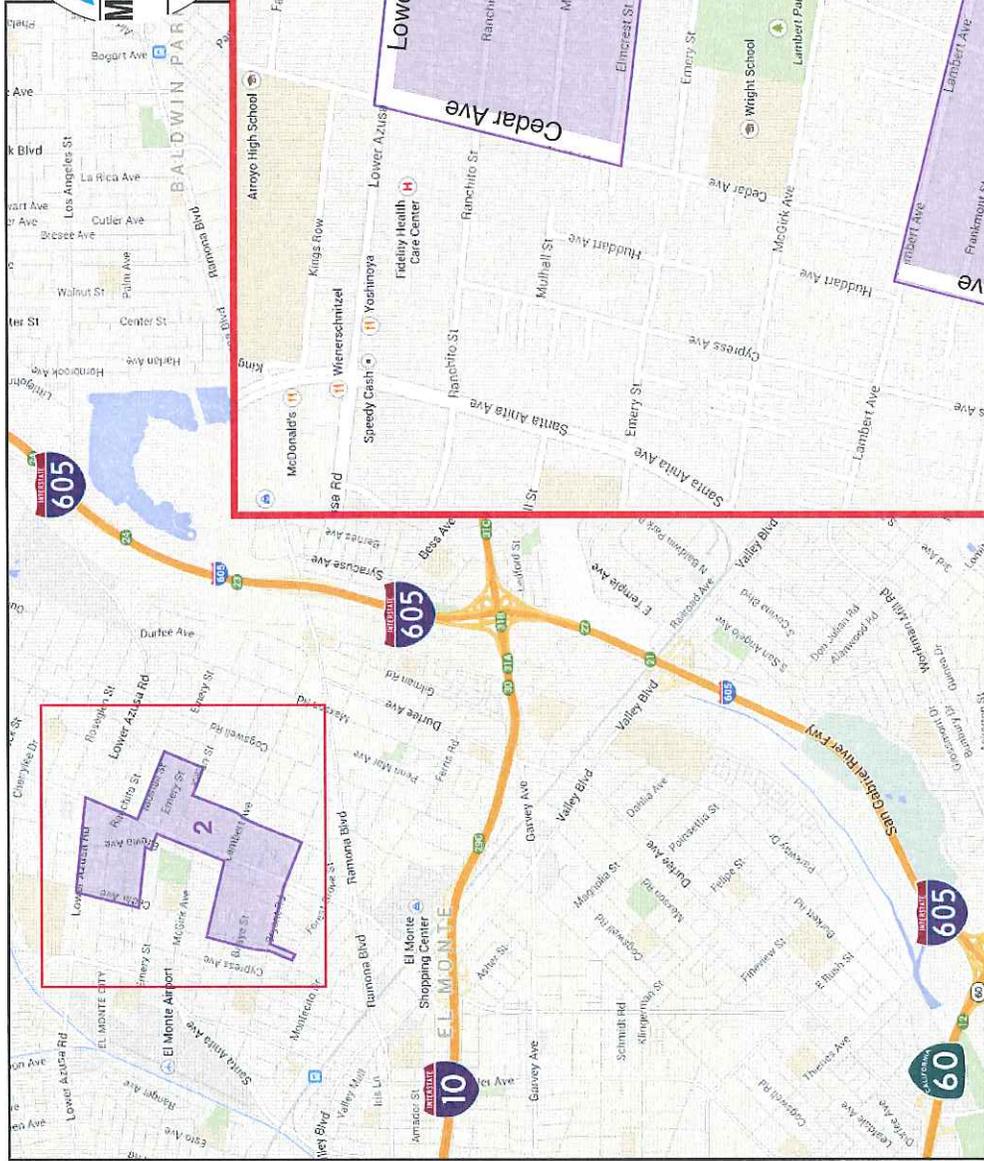
#SGVMosquito





1145 N. Azusa Canyon Road
West Covina, CA 91790

(626) 814-9466
www.SGVMosquito.org



Truck Mounted Larvicide Treatment

El Monte

Wednesday, October 1, 2014

10:00 pm to 5:00 am

Material: Vectobac® WDG

Scourge®



#SGVMosquito

San Gabriel Valley Mosquito and Vector Control District

For Immediate Release
Friday August 08, 2014



Contact:

Jason Farned
Public Information Officer
Phone: (626) 814-9466
E-mail: jfarned@sgvmosquito.org

Neighborhood Pesticide Treatment Scheduled in San Gabriel Valley to Control Invasive Mosquito

West Covina, CA - August 08, 2014

In an ongoing effort to control the infestation of Asian tiger mosquitoes (*Aedes albopictus*) in the San Gabriel Valley, the San Gabriel Valley Mosquito and Vector Control District (SGVMVCD) will conduct two truck-mounted mosquito control treatments in the early morning hours of Thursday August 14, 2014. The application will target immature mosquitoes. The Asian tiger mosquito is a primary vector of chikungunya - a painful disease spreading rapidly throughout the Caribbean and as of August 5, over 500 travel-associated cases and four locally transmitted cases have been reported in the U.S.

The first of the two treatments will cover an area of El Monte north of (and including) Lower Azusa Rd, east of (and including) Buffington Rd, south of (and including) Clark St, and west of (and including) Durfee Ave. The second treatment will cover an area of Duarte north of (and including) E Duarte Rd, east of (and including) Bradbury Ave, south of (and including) Evergreen St, and west of (and including) Buena Vista St.

See attached pages for treatment area maps.

The District will conduct the treatment during the early morning hours of Thursday August 14, 2014 between 12:00 a.m. (midnight) and approximately 5:00 a.m., to avoid traffic and outdoor pedestrian activity. Alternate arrangements may be made if weather conditions are not favorable to an effective treatment. The alternate date, if needed, would be Friday August 15, 2014.

The District will apply VectoBac®WDG by truck-mounted fogger as a low volume mist. The active ingredient in VectoBac®WDG is *Bacillus thuringiensis israelensis* (Bti.) This pesticide is a target specific, bio rational larvicide with minimal risk to humans and wildlife. As a general precaution, residents in the immediate area should stay indoors with windows closed during the treatment.

Additional information about this product can be found at:

<http://publichealth.valentbiosciences.com/docs/resources/vectobac-wdg-specimen-label.pdf>

San Gabriel Valley Mosquito and Vector Control District is committed to eradicating this dangerous, invasive mosquito from Los Angeles County. Applying pesticides by truck is one more tool vector control districts can use to target this mosquito before it has a chance to reproduce and spread.

What can residents do about the Asian tiger mosquito?

The Asian tiger mosquito can be identified by its unique size, color, and feeding habits. The mosquito is approximately 1/4-inch long and has distinctive black and white stripes across its body and legs. This is an aggressive, day-time biting mosquito. While there is currently no indication that those mosquitoes are infected, they are capable of transmitting viruses that cause dengue fever and chikungunya.

There is currently no vaccine or cure for chikungunya or dengue fever. These illnesses are typically severe and debilitating, causing high fever and severe joint and muscle pains lasting a week to several months. Infected travelers returning to areas where asian tiger mosquitoes are present can infect local mosquitoes increasing the risk of localized disease transmission. Both of these diseases spread rapidly making them significant public concerns.

Follow these steps to protect yourself from the Asian tiger mosquito:

- **CALL AND REPORT IMMEDIATELY** any small, black and white mosquitoes, or if you are being bitten by mosquitoes during the day

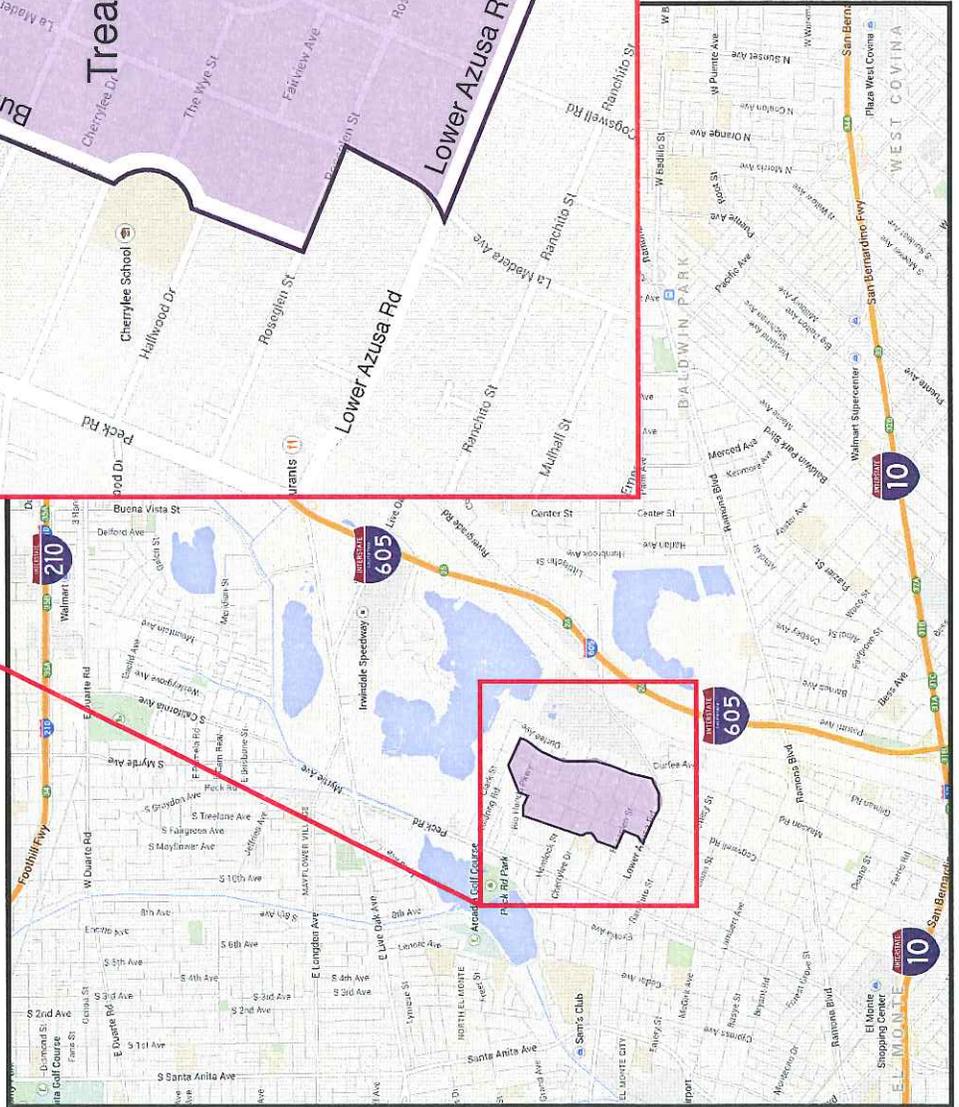
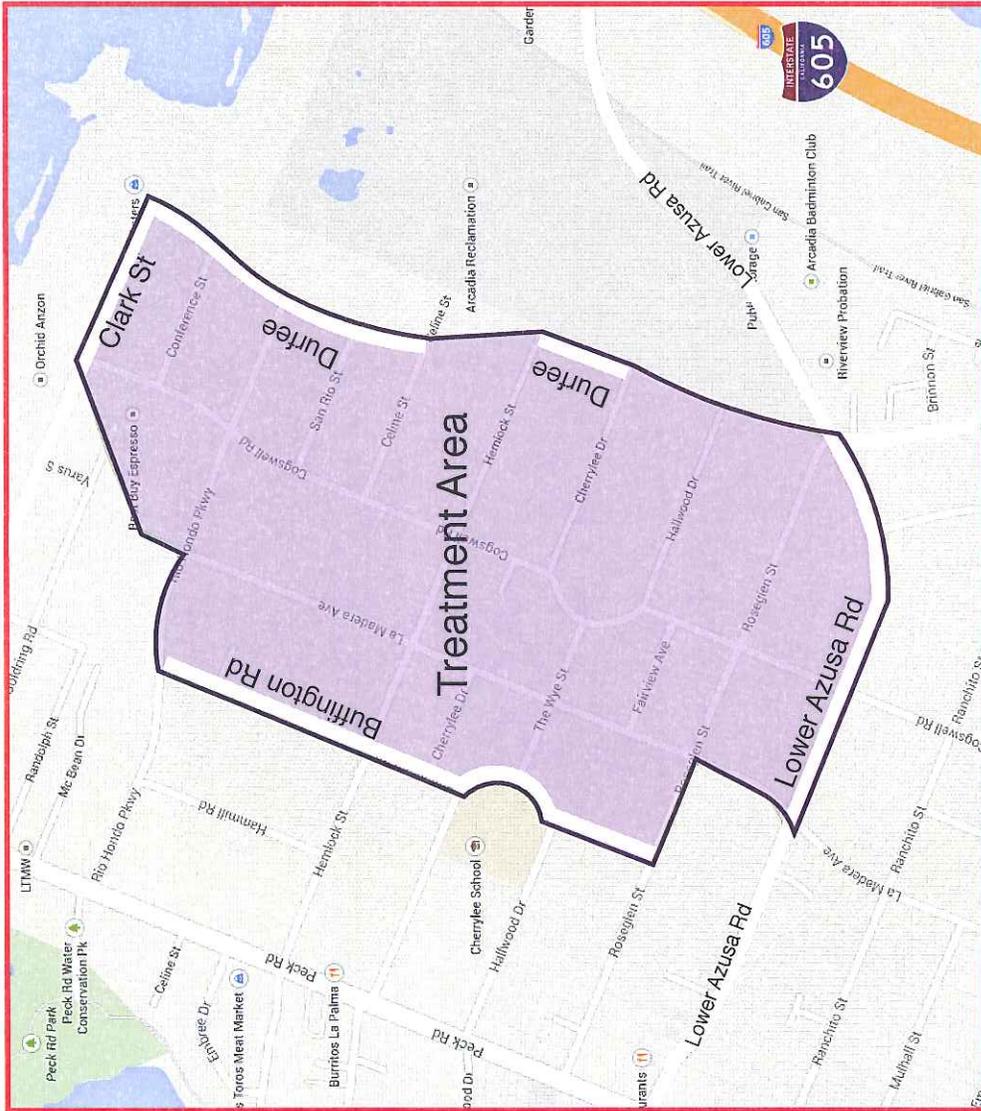
- **DUMP AND DRAIN:** Check property weekly and remove all sources of standing water. Report "green" inoperable pools or other sources of standing water.
- Do not store water in uncovered in uncovered buckets or rain barrels. Ensure rain barrels are completely sealed to prevent mosquitoes from entering.
- Empty bird baths and small fountains completely or clean them thoroughly every three days.
- **DEFEND:** Wear effective repellants and loose fitting clothing with long sleeves and long pants if outdoors where mosquitoes are present. Ensure doors and windows are properly screened.

Residents living in and bordering the City of El Monte are encouraged to call San Gabriel Valley Mosquito and Vector Control District at (626) 814-9466 with any questions or to report mosquito activity. For more information, also visit www.SGVmosquito.org

The San Gabriel Valley Mosquito and Vector Control District is a public health agency dedicated to the control of mosquitoes and vector-borne diseases.

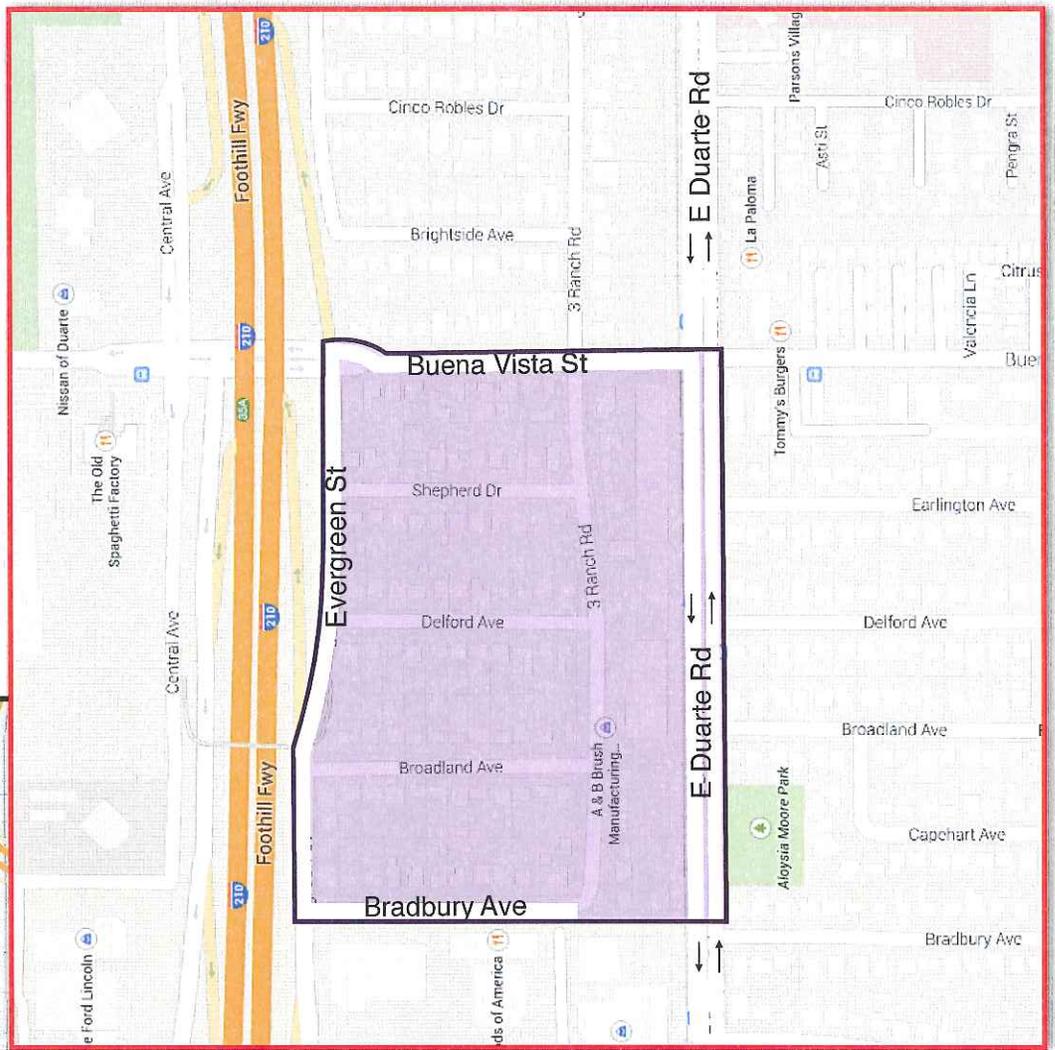
###

Truck Mounted Larvicide Treatment
 City of El Monte
 Thursday August 14, 2014
 12:00 am (midnight) to 5:00 am
 Material: Vectobac® WDG



1145 N. Azusa Canyon Road
 West Covina, CA 91790
 (626) 814-9466
www.SGVMosquito.org

Truck Mounted Larvicide Treatment
 City of Duarte
 Thursday August 14, 2014
 12:00 am (midnight) to 5:00 am
 Material: Vectobac® WDG




 San Gabriel Valley
**Mosquito & Vector
 Control District**
 1145 N. Azusa Canyon Road
 West Covina, CA 91790
 (626) 814-9466
www.SGVMosquito.org

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 – SEPTEMBER 23, 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 5:34 p.m.

RECORDATION OF ATTENDANCE The following were in attendance:
PRESENT: Fasana (arrived prior to Closed Session), Finlay, Kang, Paras-Caracci (arrived prior to Closed Session), Reilly
ABSENT: None
ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching

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

CLOSED SESSION There was no public input. Melching announced the Closed Session was pursuant to Government Code § 54957(b)(1) and 54957.6; Public employee performance evaluation; Annual evaluation of City Manager; Designated City representative: Jeff Melching, City Attorney. The Closed Session concluded at 7:05 p.m. City Council reconvened at 7:07 p.m., with all members present.

Public Employee Performance Evaluation

PLEDGE TO THE FLAG Captain Robert Parry led the Pledge of Allegiance to the Flag.

MOMENT OF REFLECTION A moment of reflection was observed.

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

PUBLIC REPORT OF CLOSED SESSION ITEM (Continued) Melching stated the Closed Session was continued to the end of the Agenda tonight.

SPECIAL ITEMS Cesar Monsalve introduced Merari Aquino, Rachel Black, Amy Cortez, Cesar Garcia, Ashley Indick, and Rejoice Griffis, the six Promise Fellows for the 2014-15 term, as well as Parks and Recreation Supervisor Lupe Valerio.

Introduction – Promise Fellows

Public Safety Update Brian Villalobos presented the monthly Public Safety update, and discussed the development of a street sweeping measure.

Steve Hernandez thanked staff for doing a great job.

Redevelopment Dissolution Update Jeff Melching presented an update about redevelopment dissolution, and discussed audit results, disposal of properties, and pending legislation.

Steve Hernandez inquired about properties in negotiations.

Melching provided additional information about property fragments, property used by the school, and government transfers.

ANNOUNCEMENTS

K.C. Caracci invited all to attend the Duarte Route 66 Parade on September 27, stated Smokey Bear is the Grand Marshal, Mary Barrow Somerlott is the Community Grand Marshal, and presented parade t-shirts to City Councilmembers.

Joanna Gee, Duarte Library, announced upcoming events, story times, and programs in October.

Karen Herrera presented community announcements about City events, seminars, and activities in September and October.

Shauna Pierce, Duarte Education Foundation, announced Music Matters fundraising dinner on October 11.

Kevin Morris, Duarte Unified School District, discussed upcoming programs and workshops.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.
Henry Baltazar – LULAC Health and Wellness Expo.

CONSENT CALENDAR

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

RESOLUTION

Council Bill 14-R-22

Adopt-A-Unit, HHT 1-18 Cavalry

Melching read by title Council Bill 14-R-22:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ESTABLISHING A COMMUNITY RELATIONS PARTNERSHIP AND ADOPT-A-UNIT PLAN WITH THE HEADQUARTERS AND HEADQUARTERS TROOP, 1-18 CAVALRY

Captain Robert Parry stated the HHT is based at the Azusa Armory, and provided information about its background, mission, activities, and upcoming events.

Steve Hernandez welcomed Captain Parry, and stated he feels comfortable that his group is here.

RESOLUTION NO. 14-22

Reilly moved, Kang seconded to adopt Resolution No. 14-22, and carried unanimously.

BUSINESS ITEMS

Nominee – SG Basin Water Quality Authority Board

George presented a staff report about nominees for the San Gabriel Basin Water Quality Authority Board Member to represent cities without prescriptive water pumping rights.

There was discussion about the nominees, and the definition of cities without prescriptive pumping rights.

Fasana moved, Paras-Caracci seconded to select South El Monte Mayor Luis Aguiñaga as the City of Duarte's nominee for the San Gabriel Basin Water Quality Authority Board Member to

represent cities without prescriptive water pumping rights, and carried with Finlay voting no.

Burrtec Waste Services
Annual performance review and
one-year contract extension

Karen Herrera presented a detailed staff report about Burrtec's annual performance review, including background, highlights, findings, recommendations, and fiscal impact.

Richard Niño, Burrtec, responded to questions from City Councilmembers pertaining to complaints, responses, franchise fees, office hours, scavenging, and mail inserts.

There was discussion. Fasana stated he would be interested in seeing data that benchmarks our City as it compares to other cities, requested the City Attorney review the suggested recommendations to see if it makes sense to make the amendments, and stated he would like a comparative data analysis on recycling. Paras-Caracci stated she would like to see more comparisons to help understand the scope.

Melching stated if there were any changes to the agreement, they would be made through an amendment, and not during this performance review process.

Steve Hernandez stated Burrtec has kept its promises, its ethics and professionalism have been consistent, and thanked them for supporting the community.

Paras-Caracci moved, Reilly seconded to approve the Burrtec Waste Services annual performance review, and to approve a one-year extension of Burrtec's contract with City, through December 31, 2018, and carried unanimously.

ORAL COMMUNICATIONS
(Continued)

The following spoke on items not on the Agenda:
Luis Aguiñaga – WQA nomination, upcoming water forum.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

MELCHING: Provided a definition of prescriptive water rights.

GEORGE: Stated he is working with the School Superintendent to schedule a joint City Council/School Board meeting.

KANG: Inquired about replacement of microphones (George responded), stated the résumé workshop was exciting and he hopes it helped the attendees, the Health Fair was awesome, and stated he noticed graffiti at the bus stops, and inquired if there could be a volunteer day to clean it up.

FINLAY: Commended staff about the cooling centers, stated the boxing tournament was terrific, and inquired about the recent incident at Otis Gordon Park (Villalobos responded).

FASANA: Thanked Public Safety for responding to code enforcement issues, thanked the City and the library for setting up cooling centers, attended event with L.A. County Mayors regarding seismic/earthquake preparedness, stated we need to look at

earthquake preparedness in terms of our own infrastructure, and inquired about the possibility of satellite phones and radios.

PARAS-CARACCI: Attended Monrovia Square groundbreaking ceremony, attended a function with the Mayor of her father's hometown, stated the LULAC Health and Wellness Fair was a wonderful event, and attended the Duarte Boxing Show and Duarte Elks Casino night fundraiser.

REILLY: Stated the Mayor of Los Angeles called together regional mayors to discuss earthquake information and statistics, asked for an update on our plan in case there is an earthquake in the City, received an invitation about the upcoming 2015 Special Olympics, she thinks we could get involved and we should participate if we can, stated she received calls about trash on Huntington Drive as it goes into Azusa by Thorsen Park, we need to contact Azusa about it, stated there was a street vendor on School District property at the boxing event, and inquired about our ordinance (Villalobos responded).

CLOSED SESSION
(Continued)

The City Council held the continued Closed Session pursuant to Government Code § 54957(b)(1) and 54957.6; Public employee performance evaluation; Annual evaluation of City Manager; Designated City representative: Jeff Melching, City Attorney. The Closed Session concluded at 10:24 p.m. The open session reconvened at 10:25 p.m.

PUBLIC REPORT OF CLOSED
SESSION ITEM

Melching reported that in the Closed Session, the City Council completed the performance review of the City Manager, and at the conclusion of that review, voted 4 to 1, with Councilmember Finlay voting "no," to extend the City Manager's contract for one additional year, such that instead of expiring in September 2015, it will expire in September 2016.

ADJOURNMENT

The meeting was adjourned at 10:26 p.m.

Mayor Elizabeth Nowak Reilly

ATTEST:

City Clerk

RECEIVED

OCT 02 2014

CITY OF DUARTE

Park & Rec

MEMORANDUM



TO: CITY COUNCIL

FROM: COMMISSIONER

Bylsma - Houghton

SUBJECT: NOTICE OF ABSENCE FROM COMMISSION MEETING

DATE:

Oct 2, 2014

REASON FOR ABSENCE:

_____ ACCIDENT

_____ VACATION

OTHER*

*Stage 3
colon
cancer
(mother)*

_____ SICKNESS

_____ DEATH IN FAMILY

DATE OF MEETING ABSENCE

Oct, 13, Nov. 10, Dec. 8,

* EXPLANATION OF ABSENCE

*mother is very sick
going to release sisters in her
care*

[Handwritten Signature]

SIGNATURE

ABSENCE NOTED BY CITY COUNCIL

DATE

MEMORANDUM

TO: Honorable Mayor and Members of the City Council of the City of Duarte
FROM: Jeff Melching, City Attorney
DATE: October 7, 2014 for City Council Meeting of October 14, 2014
RE: Amendment No. 9 to City Manager Employment Agreement

RECOMMENDATION:

Approve Amendment No. 9 to the City Manager Employment Agreement.

BACKGROUND:

At the September 23, 2014, City Council meeting, the City Council, in closed session, conducted its annual evaluation of the City Manager. As I reported out in open session during the "Public Report of Closed Session Items" portion of the agenda, the City Council voted in closed session to extend the City Manager's contract for an additional one year (to September 26, 2016) and that a formal contract amendment would be prepared and presented at the October 14, 2014, City Council meeting to formally approve and implement that decision.

Attached for your consideration is Amendment No. 9 to City Manager Employment Agreement which extends the City Manager's contract from September 26, 2015, to September 26, 2016. No other terms of the contract are affected.

AMENDMENT NO. 9 TO CITY MANAGER EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 9 TO CITY MANAGER EMPLOYMENT AGREEMENT (“Amendment No. 9”) is made and entered into as of October 7, 2014 (“Effective Date”), by and between CITY OF DUARTE, a municipal corporation and general law city of the State of California (“City”), and DARRELL J. GEORGE, an individual (“George”), with respect to the following:

A. City and George entered into that certain City Manager Employment Agreement, dated September 14, 2004, as amended by the following amendments thereto: Amendment No. 1 dated October 11, 2005; Amendment No. 2 dated September 26, 2006; Amendment No. 3 dated September 25, 2007; Amendment No. 4 dated October 28, 2008; Amendment No. 5 dated October 13, 2009; Amendment No. 6 dated July 13, 2010; Amendment No. 7 dated November 13, 2012; and Amendment No. 8 to City Manager Employment Agreement, dated February 25, 2014 (all of the foregoing, collectively, the “Agreement”).

B. City and George mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 7(a) of the Agreement is amended in its entirety to read as follows [deletions shown in strike-through and additions in underline]:

(a) Subject to the termination provisions set forth in this Agreement, George’s employment as City Manager shall be renewed as of September 26, ~~2014~~ 2015 for a term of ~~two (2) years~~ one (1) year, and this Agreement and his employment as City Manager shall automatically expire as of September 26, ~~2015~~ 2016 (the “Agreement Term”), unless prior to September 26, ~~2015~~ 2016, (i) this Agreement is renewed in writing by George and the City by a majority of the members of the City Council voting in open session at a regular, adjourned regular, or special meeting of the City Council (in which case the parties shall memorialize that renewal in an agreement updated for such purposes or amendment to the then-existing agreement), or (ii) an amended agreement, replacement agreement, or amendment to the then-existing agreement is approved and signed by George and is approved by a majority of the members of the City Council voting in open session at a regular, adjourned regular, or special meeting of the City Council.

2. Except for the amendments to the Agreement set forth in this Amendment No. 9,

the Agreement and all of its terms, provisions, and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 9 as of the Effective Date.

CITY OF DUARTE

DARRELL J. GEORGE

By: _____
Elizabeth Nowak Reilly, Mayor

By: _____
Darrell J. George

Attest:

Marla Akana, City Clerk

Approved As To Form:

Jeffrey T. Melching, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, NOMINATING COUNCILMEMBER LUIS AGUIÑAGA (SOUTH EL MONTE) TO REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water quality Authority is composed of seven members, with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive water pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Basin; and

WHEREAS, the City of Duarte is one of the cities in the San Gabriel Basin without prescriptive water pumping rights; and

WHEREAS, the City of Duarte may nominate a representative by resolution from September 18, 2014, through October 20, 2014.

NOW, THEREFORE, the City Council of the City of Duarte, California, hereby nominates Councilmember Luis Aguiñaga (South El Monte) as the representative for cities in the San Gabriel Basin without prescriptive water pumping rights.

PASSED, APPROVED, and ADOPTED this 14th day of October, 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. 14-26 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 14th day of October, 2014, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

RECEIVED

SEP - 3 2014

CITY OF DUARTE

August 29, 2014

City Manager
CITY OF DUARTE
1600 Huntington Drive
Duarte, CA 91010

RE: NOMINATIONS FOR WQA BOARD MEMBER AND ALTERNATE
REPRESENTING CITIES WITHOUT PUMPING RIGHTS

Dear City Manager:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a seven member board, one member each from an overlying municipal water district, one from a city with water pumping rights, one from a city without water pumping rights and two members representing water purveyors. Under the WQA's enabling legislation, the term of the board member and alternate representing cities without pumping rights expires on January 1, 2015. An election to fill this seat is scheduled for December 17, 2014 at 12:00 p.m. at WQA Headquarters.

Nominations of candidates for the office of Member of the Board of Directors of the San Gabriel Basin Water Quality Authority representing cities without pumping rights may be made by any of the cities without pumping rights listed below, by **resolution** of the city council of such city. Resolutions nominating a candidate must be received by the WQA at least 60 days prior to the election, by October 20, 2014. Resolutions cannot be accepted prior to September 18, 2014.

A candidate must be a city council member from a city without pumping rights; however, a city is not limited to nominating its own council members and may vote in the election whether or not it nominated a candidate. Listed below are cities from which city council members are eligible:

CITIES WITHOUT PUMPING RIGHTS

Baldwin Park	Bradbury	Duarte
La Puente	La Verne	Rosemead
San Dimas	San Gabriel	San Marino
Sierra Madre	South El Monte	Temple City
West Covina		

Please find enclosed the "Call for Nominations" form and a sample resolution. Please read through the enclosures and forward copies to your council members. We will accept nominations made only by resolution from September 18, 2014 through October 20, 2014 at 5:00 p.m. Nominations arriving before or after the nomination period will not be accepted.

To ensure that we receive your nominations, please send the resolution by certified mail, FedEx, UPS, etc. with "signature required" or hand deliver to our office Monday through Friday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. After nominations are collected, a ballot listing the candidates will be sent to cities eligible to vote no later than October 31, 2014.

If I can be of any assistance, please contact me at (626) 338-5555 or at Stephanie@wqa.com .

Sincerely,



Stephanie Moreno
San Gabriel Basin Water Quality Authority
Stephanie@wqa.com

Enclosures

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: October 9, 2014
SUBJECT: Conference Attendance – City Council Meeting of October 14, 2014

California Contract Cities – Southern California Water Summit
November 7-9, 2014
Coronado Island Marriott Resort & Spa, Coronado
Registration: \$375 before 10/16/14 – \$425 on or after 10/17/14
Hotel: \$189 per night

Los Angeles County – William Fujioka Retirement Celebration
November 6, 2014
Sheraton Universal Hotel, Universal City
\$65 per person

California Contract Cities – Board of Directors Meeting
October 16, 2014
City of Norwalk – Sproul Room
\$25 per person

Foothills Pregnancy Resource Center – Annual Gala
November 7, 2014
Monrovia Community Center, Monrovia
\$60 per person

Monrovia-Duarte Black Alumni Association – Annual Scholarship Dinner Dance
November 15, 2014
Embassy Suites, Arcadia
\$55 per person



(/)



(<http://facebook.com/contractcities>)



(<http://twitter.com/contractcities>)



(<http://youtube.com/contractcities>)

Search...

Southern California Water Summit & Fall Conference

07 November 2014 07:00 - 09 November 2014 12:00 (Save to cal (/events/southern-california-water-summit-fall-conference?format=ics))
Coronado Island Marriott Resort & Spa

8+1

SOUTHERN CALIFORNIA WATER SUMMIT & FALL SEMINAR



November 7-9, 2014

Tentative Program Schedule

Friday, November 7, 2014

3:30-5:30PM Registration
6:00-7:30PM Reception: Election Recap by Allan Hoffenblum
(Dinner at your liesure in the Gaslamp District, transporation will be provided)

Saturday, November 8, 2014

7:30AM Registration and Continental Breakfast
8:00-8:30AM Welcome Address by Mayor Casey Tanaka
8:30-9:30AM Session 1: Drought and the Water Bond
9:30-10:30AM Session 2: "Climate Change"
10:30AM-Noon Session 3: "The New Frontier: Potable Reuse and Ocean Desalination"
Noon-1:00PM Luncheon Session: "Bay Delta Conservation Plan"
1:00-2:30PM Session 4: "Solution to Pollution"
2:30-4:00PM Session 5: "The Water Energy Nexus"
6:00PM Reception
7:00PM Dinner

Sunday, November 9, 2014

8:00-10:00AM Getaway Brunch: Summit Wrap-up

This schedule is subject to change

Confirmed Guest Speakers



Honorable Governor
Jerry Brown
(Invited)



Vice Pres. KCET News
Valerie Zavala



Honorable Senator
Cathleen Galgiani



Publisher
Allan Hoffenblum

Panelist & Speakers

- * Honorable Mayor Casey Tanaka-Coronado Island
- * Senior Manager of Edison, Charlie Wilson
- * Man. Partner of Cordoba Corp., Maria Mehranian
- * Senior Planner- City of San Diego, Clement Brown
- * Deputy Director- LACDWP, Gary Hildebrand, P.E.
- * Pres. of Richard Watson & Assoc., Richard Watson
- * Executive Director-WateReuse Assoc., Melissa Meeker
- * Academic Director- USC Schwarzenegger Institute for State & Global Policy, Professor Daniel Mazmanian

Register Now!

\$375 Per Person

\$425 After Oct. 17, 2014

Click on the Buy tickets link
Below to Register

BOOK NOW! [click here](#)



MARRIOTT

Coronado Island Marriot
Resort & Spa

\$189 Per Night

Sponsor Levels

•\$10K+ Founding Sponsor

Recognition on event signage and all materials sent to invitees; verbal recognition at all events including award ceremony at welcome dinner; and 10 registrations to the summit with preferred seating for luncheon and welcome dinner

•\$5000+ Gold Sponsor

Recognition on dinner signage and all materials sent to invitees; verbal recognition at welcome dinner; and 5 registrations to the summit with preferred seating for luncheon and welcome dinner

•\$2,500+ Silver Sponsor

Recognition on luncheon signage and name listed on materials sent to invitees; verbal recognition during luncheon and at key note address; and 3 registrations to the summit

•\$1,500+ Bronze Sponsor

Reconition on breakfast signage and name listed on materials sent to invitees; verbal recognition during breakfast; and 1 registration to the summit.

WILLIAM T FUJIOKA

CHIEF EXECUTIVE OFFICER, LOS ANGELES COUNTY
40 YEARS OF PUBLIC SERVICE CELEBRATION

RSVP BY OCTOBER 27, 2014

REGISTER AND PAY ONLINE AT:

[HTTPS://WILLIAMFUJIOKARETIREMENCELEBRATION.EVENTBRITE.COM](https://williamfujiokaretirementcelebration.eventbrite.com)

OR

ENCLOSED IS A CHECK FOR \$ _____ FOR _____ TICKETS AT \$65 EACH

PLEASE MAKE CHECKS PAYABLE TO:

BILL FUJIOKA RETIREMENT CELEBRATION

AND MAIL TO: **500 W. TEMPLE ST., #713, LOS ANGELES, CA 90012**

PLEASE COMPLETE ALL FIELDS BELOW:

I CANNOT ATTEND BUT ENCLOSED IS MY DONATION FOR \$ _____

NAME _____

BUSINESS _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (_____) _____

EMAIL _____

NAME OF GUESTS:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

FOR MORE INFORMATION,
EMAIL BILLFUJIOKARETIREMENT@CEO.LACOUNTY.GOV
OR LEAVE A MESSAGE AT 213-893-9777

SHERATON UNIVERSAL HOTEL
333 UNIVERSAL HOLLYWOOD DRIVE
UNIVERSAL CITY 91608
RSVP BY OCTOBER 27, 2014



THURSDAY, NOVEMBER 6, 2014
6:00 PM RECEPTION
7:00 PM DINNER AND PROGRAM
BUSINESS ATTIRE

\$65 PER PERSON

PLEASE SHARE THIS ANNOUNCEMENT WITH OTHERS
FOR MORE INFORMATION,

EMAIL BILLFUJIOKARETIREMENT@CEO.LACOUNTY.GOV OR LEAVE A MESSAGE AT 213-893-9777



California Contract Cities Association
OCTOBER
BOARD OF DIRECTORS MEETING

Notice Date Change- Thursday, October 16, 2014

Hosted By:

Please be sure to RSVP and join us for the October Board of Directors Meeting hosted by the City of Norwalk.



Date: *Thursday, October 16, 2014*

Location: *Norwalk Arts & Sports Complex*

*Sproul Room
 13000 Clarkdale Avenue
 Norwalk, Ca 90650*

Time: *Social Hour: 6:00PM
 Dinner & Business Meeting: 7:00PM*

Pricing: *\$25 Per Person
 Cash or Check at the door
 (Please make checks made payable to: City of Norwalk)*

Register Now!

Click Here



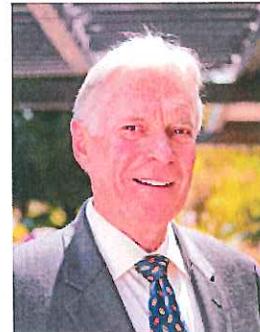
Come out and hear the Mayor of Norwalk, Marcel Rodarte highlight their Recreation Programs. Joining the Mayor will be Los Angeles County Parks & Recreation Director, Russ Guiney to give a brief presentation on the Safe Neighborhood Parks Measure, Proposition P. Also a presentation will be shown by South Coast Air Quality Management District, Senior Policy Advisor, Peter Greenwald.



Honorable Mayor
Marcel Rodarte
 City of Norwalk



Senior Policy Advisor
Peter Greenwald
 So. Cal. AQMD



Director
Russ Guiney
 So. Cal. L.A. County
 Parks & Recreation

Be a part of the vision!

Foothills Pregnancy Resource Center's Annual Gala



Art Auction Food Stories

Friday, November 7th, 2014

6:00—9:00pm

Monrovia Community Center, 119 W Palm Ave,
Monrovia, CA 91016

Tables \$500—individual tickets \$60

*Please RSVP by mail using the enclosed card
or call 626-358-2122*



Monrovia-Duarte Black Alumni Association

Eloise Hart
President

Beverly Haynes
Vice President

Betty Thomas
Recording
Secretary

**Troy Wells-
Mitchell**
Treasurer

P.O. Box 1638, Monrovia, CA 91017
(760) 669-0669 ● email: MDBAA91016@gmail.com

RECEIVED

October 6, 2014

OCT 08 2014

CITY OF DUARTE

TO: City of Duarte Mayor, City Council Members, City Treasurer and City Clerk

Subject: Invitation to Attend Monrovia-Duarte Black Alumni Association Annual Dinner Dance Fundraiser

The Monrovia-Duarte Black Alumni Association (MDBAA) is a non-profit organization that conducts various fundraising events throughout the year to raise money for scholarships that are granted annually to college bound high school seniors from the Monrovia and Duarte Unified School Districts. Our annual Dinner Dance is one of our more successful fundraising events. This event also allows us to honor outstanding Monrovia and Duarte residents for their service to their communities.

The Monrovia-Duarte Black Alumni Dinner Dance 2014 will be held on Saturday, November 15, 2014 from 6:00 p.m. – 12 midnight at Embassy Suites – Arcadia. The 2014 honorees are Larry Spicer (Monrovia) and Hoise Bennett (Duarte).

We appreciate your continued support of our organization and would like to extend this invitation to you to attend our 22nd Annual Dinner Dance Fundraiser.

It is because of supporters like yourself that we are able to assist our youth in their goal of a higher education.

Thank you for partnering with us.

Sincerely,

Monrovia-Duarte Black Alumni Association & Executive Board

A Non-profit Organization - EIN 33-0875223

“Hope: Helping Others Pursue Education”

032



Monrovia-Duarte Black Alumni's



Theme:

"Be Happy Like It's 1992"

Saturday, November 15, 2014

6:00 P.M. to 12 midnight

22nd Annual Scholarship Dinner Dance

Get Your Ticket Early!

Limited Space

The Embassy Suites

211 E. Huntington Drive, Arcadia, CA 91006

1 TICKET FOR \$55.00

2 TICKETS FOR \$100.00

\$55 AT THE DOOR

\$20.00 - DANCE ONLY AFTER 9 P.M.

Dress to Impress

Professional Photographer on Site:
Elmer Clemons

CONTEST

2014 MWALIMU Honorees:



Hoise Bennett Duarte



Larry Spicer Monrovia

On your mark- - Box Top Race—Start saving your box Tops and bring them to the dinner dance counted.

Contact Beverly for more information

Entertainment by:
Gregory Turentine

For Ticket Information call:

Eloise Hart 760-669-0669

Beverly Haynes 626-358-0060

Jennifer Boone 626-616-3074

RSVP by November 7, 2014

Make Checks Payable to:

Monrovia-Duarte Black Alumni Association

P.O. Box 1638, Monrovia, CA 91017



Monrovia-Duarte Black Alumni Association

P.O. Box 1638, Monrovia, CA 91017
(760) 669-0669 ◆ email: MDBAA91016@gmail.com

Eloise Hart
President

Beverly Haynes
Vice President

Betty Thomas
Recording
Secretary

**Troy Wells-
Mitchell**
Treasurer

August 26, 2014

Eloise Hart, President
Beverly Haynes, Vice President
Betty Thomas, Recording Secretary
Troy Wells-Mitchell, Treasurer

Re: Donations

To Whom it May Concern:

The MDBAA organization has been in existence since 1992. We are a non-profit organization that gives scholarships to graduating Seniors from Monrovia and Duarte High Schools who are going to college. We are able to do this by fundraising and donations each year.

We host various events during the year to fundraise for the scholarships. We have our Black History events throughout February; a Fashion Show in the spring; a Family Picnic in June; a Barbeque in August; a booth at the Duarte Route 66 Picnic in September; and we host an Annual Scholarship Dinner Dance in November at the Embassy Suites in Arcadia.

We look forward each year to make our slogan a true fact - H.O.P.E. Helping Others Pursue Education.

Please help us in any way you can. We also invite anyone to be a member of our organization. If you have any questions, contact Eloise Hart at (760) 669-0669 or Beverly Haynes at (626) 358-0060.

Thank you in advance for your contributions.

Monrovia-Duarte Black Alumni Association & Executive Board

A Non-profit Organization - EIN 33-0875223

“Hope: Helping Others Pursue Education”



MEMORANDUM

TO: Mayor and City Council

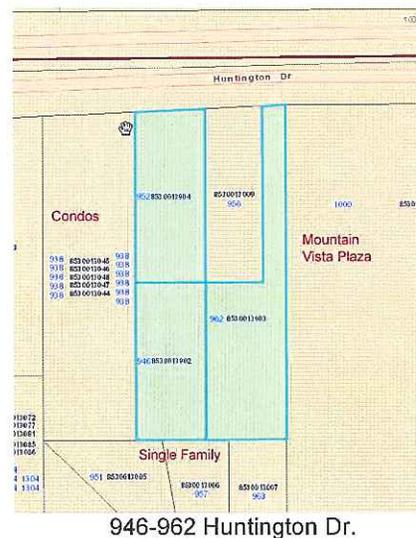
FROM: Craig Hensley, Community Development Director 

DATE: October 14, 2014

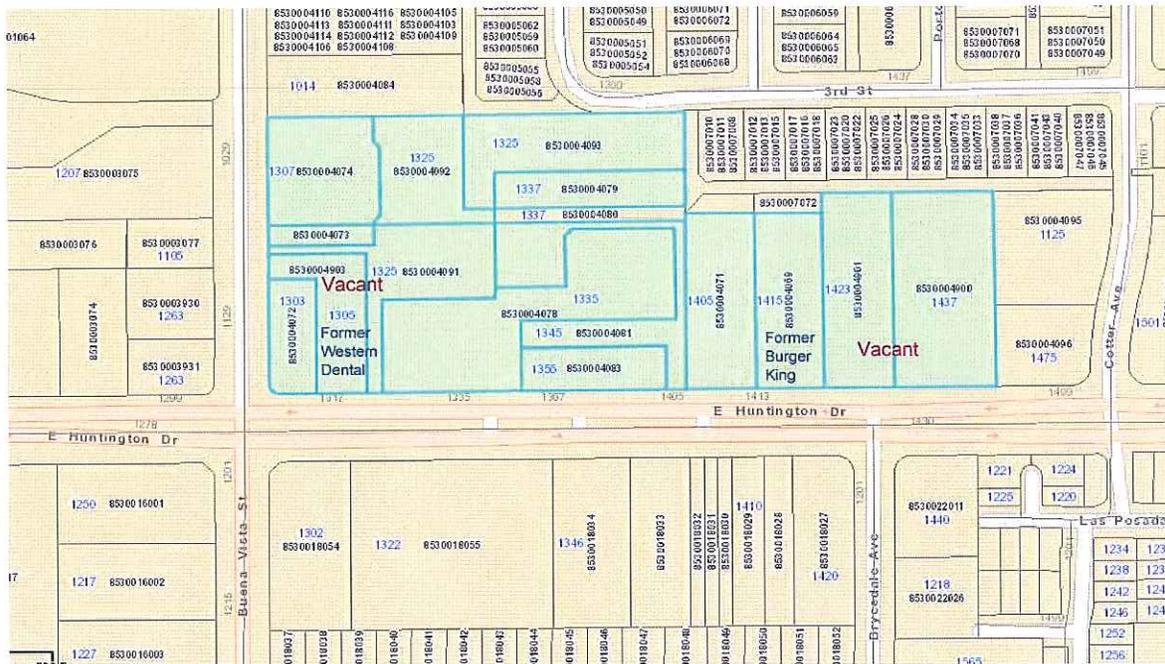
SUBJECT: Exclusive Negotiating Agreement with Genton Property Group for the Properties at 946-962 Huntington Drive [APNs 8530-013-902, 093 & 904]; and (2) 1305, 1415, 1423 and 1437 Huntington Drive [APNs 8530-004-900-904]; Approval of Professional Services Agreement with Kosmont & Associates; and a \$35,000 Budget Amendment

Staff recommends that the City Council authorize the City Manager to enter into an Exclusive Negotiating Agreement (ENA) with Genton Property Group (GPG) for the subject properties. The properties included are two sets of properties that are made up of former redevelopment agency pieces. Staff also recommends that the City Council authorize the City Manager to sign a Professional Services Agreement with Kosmont & Associates to conduct an economic analysis of the project with the \$35,000 fee to be paid for by the developer. Finally, Staff recommends a budget amendment to provide for the Kosmont & Associates work. While the project is funded by the developer, it still must be provided for in the General Fund budget.

The 946-962 Huntington Drive properties are located directly to the west of the Mountain Vista Shopping Center (Target). These properties are controlled by the City in its capacity as Successor Agency to the Dissolved Duarte Redevelopment Agency and are addressed in the Successor Agency's Long Range Property Management Plan. The total land area is 43,887 square feet. Assembled with the adjacent residential property, a development piece of 1.26 acres is possible.



Center. The 1305 piece is the former Western Dental property that is now vacant and is adjacent to Sparr Liquor. Assessor Parcel Number 8530-004-902 is a 254 square foot sliver of property in the driveway north of Slaw Dogs restaurant. The 1415, 1423 and 1437 properties are approximately 2.28 acres in size, vacant and located just east of One West Bank (Huntington Drive and Cotter Avenue). All of these properties are owned by the Successor Agency to the Dissolved Duarte Redevelopment Agency as affordable housing pieces with the exception of the 1415 property that is owned by the Duarte Housing Authority.



1305, 1415, 1423-1437 Huntington Drive

While including all of these properties as part of one potential development deal is complicated, it also provides the City and Successor Agency with the opportunity to comprehensively address the necessary disposition of its properties and ensure quality development.

Genton Property Group approached Staff with a proposal to purchase and develop City pieces and as a part of the development arrangement also provide a path to rehabilitate the Big Lots Shopping Center and its parking lot. The City had been discussing this possibility for several months with the Charles Company but that development proposal did not progress.

GPG is in the process of developing a project in downtown South Pasadena that involves several former redevelopment properties as well as properties owned by absentee landlords. Staff has received a positive recommendation from the city. GPG has also recently done the bLackwelder project in Culver City; it is an adaptive reuse of

a 1950's era industrial complex that has been transformed into an office complex for the entertainment industry.

The exclusive negotiating period will allow Staff to work with the developer to: refine the detailed development proposal, develop a pro forma, open discussion with impacted property owners and move towards the application process.

The proposed ENA provides the developer a 12 month period to make progress on a project. The ENA requires the developer to fund an economic analysis of the project that includes: an evaluation of the development pro forma and financial feasibility; a fiscal impact and economic benefit analysis; a zoning impact fee analysis; and consultant assistance in working with the State Department of Finance and impacted taxing agencies to justify the sale of successor agency properties. The ENA calls for the City to hire Kosmont & Associates to conduct this analysis; the \$35,000 cost will be paid by the developer. In addition to this work, property appraisals will also be conducted during the ENA period. The 12 month exclusive negotiating period is a bit longer than typical, but in this case Staff feels that it is a necessary time frame because of the complexity of the project. Also, the developer's willingness to fund the economic analysis is very positive for the City.

The development idea for the Town Center pieces is for market rate, high density mixed use on the 1415, 1423 and 1437 properties with first level commercial/office near the street with high density residential on the balance of the property. The plan for the 1305 (Western Dental) piece is to combine it with the corner liquor store and create new corner retail buildings. The intent is to work with the existing shopping center property owners on a façade and parking lot enhancement program that would be partially funded by this new development or another similar funding mechanism.

Attachments: Exclusive Negotiating Agreement
Kosmont & Associates Professional Services Agreement

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is made and entered into as of _____, 2014, by and between the **CITY OF DUARTE**, a public body corporate and politic ("City"), and **GENTON PROPERTY GROUP, INC.**, a Delaware limited liability company ("Developer"), referred to as the "Parties" and individually, a "Party."

RECITALS

The following recitals are a substantive part of this Agreement.

A. The Developer desires to develop the following properties owned by the City in its capacity as Successor Agency to the Dissolved Duarte Redevelopment Agency: (1) 946-962 Huntington Drive [APNs 8530-013-902, 093 & 904]; and (2) 1305, 1415, 1423 and 1427 Huntington Drive [APNs 8530-004-900-904] ("City Parcels"). In addition, and as part of the same overall development plan, Developer desires to develop the following additional properties, which are not owned by the City in its capacity as Successor Agency to the Dissolved Duarte Redevelopment Agency ("Non-City Parcels"). The City Parcels and the Non-City Parcels collectively comprise the "Site." The Site is shown on the Site Map (Exhibit "A"), which is attached hereto and incorporated herein by reference.. The specific parcels included within the Site adjusted by mutual agreement of the Parties during the Negotiating Period.

B. Developer desires to negotiate the terms and provisions of a Purchase and Sale Agreement (the "PSA") and a Development Agreement (the "DA") with the City to acquire the City Parcels for the purpose of developing on the Site.

C. The Parties agree and acknowledge that the purpose of this Agreement is to establish a period during which the Developer shall have the exclusive right to negotiate with the City the terms of the PSA and DA, which will include, without limitation, the site plan and the specific uses of the Site.

D. The Parties intend that during the Negotiating Period (as the term is hereinafter defined) each will perform certain actions and responsibilities under this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Negotiating Period.** For the purposes herein, the City agrees to exclusively negotiate with the Developer and the Developer agrees to negotiate with the City for one (1) year from the date of this Agreement (the "Negotiating Period"). In the event that the City of Duarte ("City") determines, after preparation of an initial study for a project that includes the Site pursuant to the CEQA, that an environmental impact report ("EIR") is required to be prepared, then the Negotiating Period shall be extended to the date that is the earlier of (a) approval of the PSA and DA or (b) eighteen (18) months from the date of completion of the initial study; provided, however, that the afore described eighteen (18) month period shall be extended due to any delays that are not the fault of Developer. In addition to the foregoing,

the Parties may mutually agree in writing, in their respective sole and absolute discretion, to extend the Negotiating Period in accordance with such mutual agreement. The initial study shall be prepared within thirty (30) days after the City's receipt of Developer's submission of the information listed in clauses (a), (b), and (c) of Section 4 hereof. If, on the basis of the completed initial study, the City determines that an EIR is required to be prepared, the Parties agree that the City shall contract with a consultant to be chosen by City ("EIR Consultant") to prepare the EIR on behalf of City. Costs associated with the preparation of an EIR (if required) shall be the responsibility of Developer, and shall be reimbursed by Developer to City pursuant to a separate agreement between the Parties. City and Developer shall negotiate diligently in good faith to carry out all the obligations of this Agreement on or before the times established in this Agreement, to establish development plans and concepts, and to establish the value of the Site. Except as the Negotiating Period is extended pursuant to this Section 1, if at the end of the Negotiating Period, the Parties have not completed the negotiations of the terms and provisions of the PSA and DA, then this Agreement shall automatically terminate without further written notice. Upon such automatic termination of the Agreement and expiration of the Negotiating Period, both Parties knowingly agree that neither Party shall have any further rights or remedies as against the other, except to the extent of City's obligation to return to Developer those amounts City is required by this Agreement to be returned to Developer. If by or prior to the end of the term of the Negotiating Period a form of PSA and DA is mutually agreed upon between the City and Developer, and an authorized representative of the City states in writing that he or she will recommend approval of the PSA and DA to the City Council (sitting in its capacity as Successor Agency Board of Directors), then this Agreement shall not automatically terminate, but shall be extended for forty-five (45) days to enable the City Council to take the actions necessary to (i) duly notice and hold hearings, as legally required; (ii) consider the PSA and DA, (iii) take action to approve or disapprove the PSA and DA; and (iv) if approved, execute the PSA and DA and deliver it to Developer.

2. **Deposit.** Within fifteen (15) days of the date of this Agreement, the Developer shall deliver to the City cash, federal wire transfer, or a cashier's or certified check in the amount of thirty five thousand dollars (\$35,000) (the "Deposit") as a good faith deposit. The Deposit may be drawn down and used by the City for its costs associated with financial analysis and related studies associated with the development of the Site, including third party costs for real property appraisals, and related consulting and legal services undertaken at the direction of the City. For this project, the City will hire Kosmont Companies to provide this financial analysis and Kosmont Companies will take direction and be managed by the City. If additional funds are needed, the Developer and the City agree to negotiate additional payments to the satisfaction of both parties. There shall be no obligation to invest the Deposit funds, and if invested such funds may be in a general passbook account, any interest, if any, shall be retained in such account and accrue to the benefit of such account and be added to the amount of the Deposit. The City shall maintain accurate documentation of any accrued interest (if any) and the expenditures of Deposit funds, which information shall be made available to the Developer upon request. In the event that the term of this Agreement expires or is terminated without the negotiation and approval of a mutually acceptable PSA, the Deposit and accrued interest (if any) remaining at the time of expiration or termination shall be returned by the City to the

Developer within ten (10) days after such expiration or termination. In the event that the Parties enter into a mutually acceptable PSA, the full amount of the Deposit (including accrued interest, if any), without deductions for City expenditures, shall be applied in the PSA as a good faith deposit toward the purchase price of the Site.

3. **Developer's Negotiators.** The Developer represents to the City that Jonathan Genton is the person with whom the City staff shall work with on a day-to-day basis concerning the negotiations toward the execution of the PSA for the development of the Site. If the Developer desires to designate other individuals as the lead negotiators on the development of the Site, then it shall provide written notification to the City in a timely manner.

4. **Developer Submissions.** Developer agrees that within ninety (90) days following the date of this Agreement it shall submit to the City the following documents, reports, and information in a form reasonably satisfactory to the City that will provide the City with the following information (the "Developer Submissions"):

(a) A preliminary site plan for each property area that indicates the general lay-out of the project.

(b) A project description sufficient for the preparation of the initial study, including a plan for each property area that includes: estimated residential unit count and project density, commercial square footage, number of parking spaces proposed and other related material sufficient to conduct an initial evaluation of the project.

(c) A proposed schedule for development of the Site.

(d) Estimates of the income from the development of the Site and a pro forma statement of the return adequate to enable the City to evaluate the economic feasibility of the proposed development of the Site, including, with limitation, the proposed economic terms for the acquisition of the Site to be conveyed to the Developer under the PSA. The economic pro forma shall be in a form typically submitted to a construction lender, and shall include, without limitation, hard and soft costs relating to construction and development.

(e) Descriptions of the proposed equity and debt and method of construction financing.

(f) Evidence that the Developer has had preliminary discussions with property owners that own property in the development area whose cooperation will be necessary to complete a comprehensive development of the Site.

The City agrees to conduct a financial analysis of the development of the Site (in accordance with Section 2, above) to determine the of site development feasibility. City further agrees to cooperate in establishing contacts with other property owners within the Site.

The City agrees that all financial and economic information submitted by Developer to City shall be treated as confidential and as proprietary to the Developer and shall not be released to the

public or treated as a public record unless consented to by the Developer in writing or required to be treated as a public record by applicable law after consultation with Developer's legal counsel.

5. **Supplemental Progress Reports.** In addition to the information required in Section 4 above, at sixty (60) day intervals from the date of this Agreement (including all extended periods), the City may request, in writing, that the Developer provide to the City written reports regarding its progress in meeting the terms and obligations of this Agreement. Developer shall provide such information within 10 days of receiving such request(s). The City may also request additional verbal reports of such matters from the Developer, which Developer shall promptly and reasonably respond to.

6. **City Consideration of Developer Submittals.** Within thirty (30) days after Developer has submitted each item of the information described in Section 4 hereof, the City shall notify Developer in writing of its approval or disapproval of each such submittal(s) (and if disapproved, a reasonable statement of the reasons thereof). The Developer's Submissions pursuant to Section 4 hereof shall not be deemed approved by the City as a result of the City's failure to timely approve or disapprove such submissions.

7. **City Cooperation.** City agrees to cooperate with Developer in supplying financial institutions with appropriate information, if available and not otherwise privileged, to facilitate the obtaining of financing for the development of the Site. City shall also cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of the City to provide in connection with the preparation of the Developer's submissions to the City pursuant to this Agreement or as required by state or local laws and regulations. City agrees to cooperate with and assist Developer in negotiations to obtain a reciprocal access agreement with an adjacent property owner. City makes no warranty or guarantee that such a reciprocal access agreement will be obtained from the adjacent property owner.

8. **Design and Development Objectives.** The design and development objectives for the development of the Site shall be specified in the PSA and DA and the actual development shall be in conformity therewith. All design, architectural, and building plans for development shall be subject to review and approval of the City and the City.

9. **Change in Developer.** The qualifications of the Developer are of particular interest to the City. It is because of the qualifications that the City has entered into this Agreement with the Developer. Consequently, no person or entity, whether a voluntary or an involuntary successor of Developer, shall acquire any rights or powers under this Agreement nor shall the Developer assign all or any part of this Agreement without City approval. Any purported transfer, voluntary or involuntary or by operation of law, without City approval, shall be absolutely null and void and shall confer no rights whatsoever under this Agreement or relating in any respect the development of the Site upon any purported assignee or transferee. Notwithstanding anything in this Agreement, including this Section 9, to the contrary, Developer may assign its rights, obligations, and interests in this Agreement to (i) another entity

in which Developer maintains both an interest and management control, and (ii) a lender for financing purposes related to the development of the Site.

10. **Non-Discrimination.** Developer shall not discriminate against nor segregate any person or group of persons on account of sex, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the development of the Site, nor shall the Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, subleases or vendees of the properties.

11. **No Predetermination of City Discretion.** The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the City's and/or the City's discretion concerning consideration of any submittal by the Developer. Further, nothing in this Agreement in any respect does or shall be construed to affect or prejudice the City's and/or the City's discretion to consider, negotiate, or undertake the acquisition and/or development of any portion of the Site, or shall affect the City's compliance with the laws, rules, and regulations governing the acquisition and disposition of property.

12. **Agreement Does Not Constitute Development Approval.** The City reserves final discretion and approval as to any PSA and DA and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to develop the Site or any other project. All design, architectural, and building plans for the development of the Site shall be subject to the review and approval of the City. By its execution of this Agreement, the City is not committing itself to or agreeing to undertake the disposition of the Site or other real property to the Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

13. **Address for Notices.** Any notices pursuant to this Agreement shall be in writing and sent by (a) Federal Express (or other established express delivery services which maintains delivery records); or (b) by hand delivery; or (c) by certified or registered mail postage prepaid, return receipt requested, to the following addresses:

To City: Craig Hensley
City of Duarte
1600 Huntington Drive
Duarte, California 91010
Attention: Craig Hensley

To Developer: Jonathan Genton
Genton Property Group
3243 South La Cienega Blvd.
Los Angeles, CA 90016

Notices delivered by delivery service or hand delivered shall be effective upon receipt. Mailed notices shall be effective upon the earlier of actual receipt or the third business day following deposit with the United States Postal Service.

14. **Default.** Failure by either Party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting Party may exercise the remedies set forth in Section 15 of this Agreement.

15. **Remedies for Breach of Agreement.** In the event of an uncured default under this Agreement, the nondefaulting Party may terminate this Agreement. The Developer knowingly agrees that it shall have no right to specific performance for conveyance of the Site, nor to claim any right of title or interest in the Site or any portion thereof, nor to claim any right to damages or any other type of financial recovery beyond the return of the Deposit. City, in the event of a default by Developer, shall not have any right to claim any loss beyond the amount of the Deposit and any interest accrued thereon.

16. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supercedes all negotiations or previous agreements mentioned herein or incidental hereto, and supercedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

17. **Time of Essence.** Time is of the essence of every portion of this Agreement in which time is a material part.

18. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

19. **Broker's Commission.** Each Party represents that it has not engaged any broker, agency, or finder in connection with this Agreement, and agrees to hold the other Party harmless from any claim by any broker, agent, or finder retained by the Party making the above representation.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

21. **Days.** The term "days" means calendar days. The term "business days" means days that Duarte City Hall is open for business to the general public. Developer acknowledges that Duarte City Hall is closed on Fridays and for holidays designated by the State of California or by ordinance or resolution of the City Council of the City. If the date on which City or

Developer are required to take any action pursuant to the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

22. **No Third-Party Beneficiaries.** None of the terms or provisions of this Agreement are intended to benefit any person or entity other than City, City, or Developer. No affiliate, joint venturer, or partner of Developer has any rights pursuant to this Agreement.

23. **Entity City.** The person(s) executing on behalf of each of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first appearing above.

CITY:

CITY OF DUARTE, a public body,
corporate and politic

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

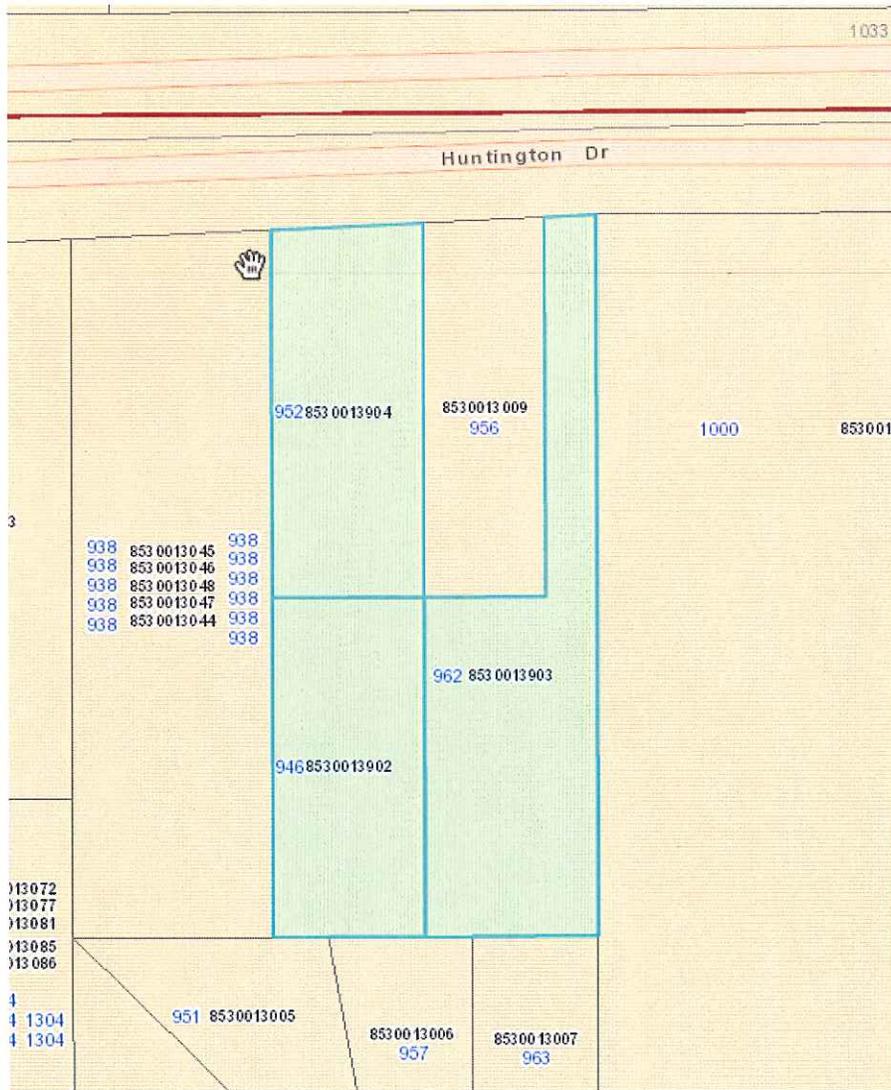
DEVELOPER:

GENTON PROPERTY GROUP, LLC., a Delaware
limited liability company

By: _____

Its _____

EXHIBIT "A"



(Exhibit continues)

**CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES**

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the earlier of (A) October 1, 2015 or (B) until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide real estate advisory services, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include additional tasks described in Consultant's letter attached hereto as Exhibit "A" if the City Manager authorizes such additional tasks in writing pursuant to Paragraph 4.B below. Consultant's letter attached hereto as Exhibit "A" shall have no force or effect other than for the purpose of listing the scope of services to be performed under the terms of this Agreement. In the event of any inconsistency between the terms of Consultant's letter and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.

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

3. MANAGEMENT

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

4. COMPENSATION

- A. City agrees to pay Consultant an amount not to exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), based on the scope of services set forth in Consultant's letter attached hereto as Exhibit A. As set forth in Paragraph 2.A, Consultant's letter attached hereto as Exhibit "A" shall have no force or effect other than for the purpose of listing the scope of services to be performed under the terms of this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and Consultant at the time the City Manager's written authorization is given.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A." In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. RECORDS AND OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this

Agreement with the exception of Consultant's proprietary computer models, shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without liability to Consultant.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

- A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence.
- B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The City Manager may waive this requirement upon good cause presented therefor by Consultant, including due to the unavailability of such insurance or exorbitant cost to obtain it.
- E. All of the insurance policies required hereunder, except the worker's compensation

insurance, shall comply with the following requirements:

- (1) With the exception of errors and omissions, all insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.
 - (2) The policies shall be endorsed to name the City of Duarte and their respective officers, officials, employees, agents, and volunteers as additional insureds.
 - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) with the exception of errors and omissions, shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
 - (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.
- F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect, but in no event shall the obligation to provide insurance coverages extend beyond one year of Agreement expiration or termination.
- G. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates shall reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
- H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

- I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

9. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. NO UNDUE INFLUENCE

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

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

12. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming

under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

14. NOTICES

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

If to City:	Craig Hensley Community Development Director 1600 Huntington Drive Duarte, California 9101
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If to Consultant:	Larry Kosmont Kosmont & Associates, Inc. 865 South Figueroa St. 35 th Floor Los Angeles, CA 90017
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15. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS

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

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

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

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

17. SEVERABILITY

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

18. INTERPRETATION; ENTIRE AGREEMENT

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

19. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the parties hereto represent and

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

20. EFFECTIVE DATE

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

[end –signature page follows]

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

CITY OF DUARTE

CONSULTANT
Kosmont & Associates, Inc.

By _____
Darrell George,
City Manager

By _____
Larry Kosmont

Date: _____

Date: _____

EXHIBIT "A"

[SEE FOLLOWING PAGES]



October 7, 2014

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

Re: Proposal for Real Estate Project Advisory Services – Duarte Town Center Project

Dear Mr. Hensley:

Kosmont & Associates, Inc. doing business as Kosmont Companies (“Consultant” or “Kosmont”) is pleased to present this proposal to the City of Duarte (“City” or “Client”) for real estate project advisory services in connection with the proposed development of the property (“Property”) located at the northeast corner of Buena Vista Street and Huntington Drive in the City, also known as the Duarte Town Center Project (“Project”). This proposal serves as an Agreement (“Agreement”).

I. BACKGROUND AND OBJECTIVE

The City has received a proposal from the Genton Property Group (“Developer”) for the development of the Project, which includes approximately 130 residential dwelling units and approximately 14,500 square feet of retail. The City desires assistance with the evaluation of the financial feasibility of the Project, accuracy and reasonableness of the proposed development pro forma, and the fiscal impacts and economic benefits to be generated by the Project.

The City additionally requests Consultant’s assistance with the analysis of a potential zoning change impact fee related to the Project, advocacy with the State Department of Finance (“DOF”) and affected taxing entities (“ATEs”) related to the inclusion of Successor Agency (“SA”) property within the Project, and related as-needed real estate advisory services related to the Project. Consultant proposes the following Scope of Services accordingly.

II. SCOPE OF SERVICES

Task 1: Evaluation of Development Pro Forma and Financial Feasibility

Consultant will review the pro forma submitted by the Developer to the City and evaluate assumptions (e.g., lease rates, development and operating costs, developer return) and calculations for accuracy and reasonableness in consideration of current local market

conditions. Consultant will evaluate Project financial feasibility, including analysis of any potential pro forma gap and corresponding City funding assistance required for the Project.

Task 2: Fiscal Impact and Economic Benefit Analysis

Based on the evaluated Project description, Consultant will prepare an analysis of gross fiscal impacts (e.g., property tax, sales tax revenues) to be generated by the Project upon build-out and stabilization and economic benefits (e.g., employment creation, economic output) to be generated from Project construction and stabilized ongoing operation. Fiscal impacts and economic benefits will be illustrated for potential City, ATE, and State stakeholders.

Task 3: Zoning Impact Fee Analysis

As related to the Project, Consultant will evaluate the effect of potential zoning changes on property value in the context of the proposed development pro forma. Consultant will evaluate the potential value of such zoning changes based on the above and comment on the justification for potential zoning impact fees related to the two portions of the Project anticipated for residential development.

Task 4: DOF and ATE Advocacy for Inclusion of SA Property

Consultant will collaborate with City Staff and the City Attorney's office in efforts to justify and advocate to the DOF and ATEs the inclusion of SA property in the Project. The SA parcels involved are identified with assessor parcel numbers ("APNs") 8530-013-902, 8530-013-903, 8530-013-904 near the southeast corner of Huntington Drive and Mountain Avenue in the City.

Task 5: As-Needed Project Real Estate Advisory Services

Consultant will collaborate with City Staff and the Developer on the refinement of Project scoping and phasing and other as-needed Project real estate advisory services.

Potential Future Services

Consultant will make itself available on a time and materials basis for future continued assistance related to Task 4, Task 5, and/or other tasks related to Project development.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work as soon as authorized by Client. Client will provide Consultant with existing relevant Project data, such as development proposal and pro forma information. Delivery of draft analysis summary materials for Tasks 1 through 3 is estimated within six (6) to eight (8) weeks from written authorization to proceed from Client, subject to delivery of pro forma by Developer and ongoing Project changes/updates. Preferred format for deliverables (e.g., MS Word Memorandum, PowerPoint Presentation) will be confirmed as deemed appropriate by City and

Consultant. Services under Tasks 4 and 5 will be ongoing subject to City Council, community, DOF, ATE, and other stakeholder feedback.

IV. COMPENSATION

Compensation for Tasks 1 through 5 is estimated at \$35,000 as outlined below. Future increases in budget will require approval by Client in advance. Budget may be increased by Client request at any time.

Task	Budget
Task 1: Evaluation of Pro Forma and Financial Feasibility	\$12,500
Task 2: Fiscal Impact and Economic Benefit Analysis	\$7,500
Task 3: Zoning Impact Fee Analysis	\$5,000
Task 4: SA Property Advocacy (Initial Time and Materials Estimate)	\$5,000
Task 5: As-Needed Advisory (Initial Time and Materials Estimate)	\$5,000
Total Estimated Budget	\$35,000

Compensation for services outlined above will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at Kosmont's normal mileage reimbursement rate of 56.5 cents per mile), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

Disclosure: Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the Client.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Realty Corporation ("KRC") which is a licensed California brokerage firm (#01770428) and a registered municipal advisor with the Securities Exchange Commission (SEC). Compensation for KRC's transactional services are typically brokerage commissions for property and lease transactions, and/or success/broker fees for financial advisory ("FA")/loan broker services.

KRC also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and there respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, hether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections

only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

R. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]

VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2014

City of Duarte, California

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Larry J. Kosmont, CRE

Its: _____
(Title)

Its: President & CEO

ATTACHMENT A

Kosmont Companies 2014-2015 Public Agency Fee Schedule

Professional Services

President & CEO	\$295.00/hour
Partner / Senior Vice President / Senior Consultant	\$275.00/hour
Vice President / Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
Technical / Research Staff	\$ 95.00/hour

• Additional Expenses

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) For **Third Party Vendor(s)** retained on behalf of client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2015.