

November 25, 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, NOVEMBER 25, 2014**

7:00 p.m. – Regular Session

**DUARTE SENIOR CENTER** 1610 HUNTINGTON DRIVE, DUARTE, CALIFORNIA 91010

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**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*

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

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*City/Agency/Authority Staff:*

Darrell George, City Manager  
Kristen Petersen, Assistant City Manager and Director of Administrative Services  
Craig Hensley, Community Development Director  
Cesar Monsalve, Director of Parks and Recreation  
Brian Villalobos, Director of Public Safety Services  
Jeffrey Melching, City Attorney  
Marla Akana, City Clerk

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

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

**ADA ACCESSIBILITY NOTICE:** In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

**Notice:** Any documents distributed by the City/Agency/Authorities to a majority of the City Council/Successor Agency/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Successor Agency/Housing Authority/Financing Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

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

1. CALL TO ORDER OF CITY COUNCIL, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND COMMUNITY FACILITIES FINANCING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. PLEDGE TO THE FLAG
4. MOMENT OF REFLECTION
5. FITNESS/MENTAL WARM-UP
6. SPECIAL ITEMS – Page 1
  - A. City Council/Successor Agency/Housing Authority/Financing Authority reorganization
    - 1) Election of Mayor/Chairperson (City Manager presiding)
    - 2) Election of Mayor Pro Tem/Vice Chairperson (Mayor/Chairperson presiding)
  - B. Introduction of Daniel Sanchez, Lead Representative for Senator Carol Liu
  - C. Presentation—Proclamation for Special Olympics World Games L.A. 2015 Host Town Days
7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS  
*Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.*
8. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)  
*Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City/Agency or Authorities, may do so at this time. The opportunity to speak is on a first come, first serve basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications at this time. Under the Brown Act, members of the City Council/Successor Agency/Housing Authority/Financing Authority, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.*
9. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
10. CONSENT CALENDAR – Page 2  
*All matters listed on the Consent Calendar are to be approved with one motion unless a member of the City Council/Successor Agency/Housing Authority/Financing Authority removes an item for separate action. Any consent calendar item for which separate action is requested shall be heard as the next Agenda item. The respective entity's consent items are shown in parentheses at the end of each item as "CC" for City Council, "SA" for Successor Agency, "HA" for Housing Authority, and "FA" for C.F. Financing Authority.*
  - A. Approval of Minutes – November 11 and 13, 2014 (CC/HA/SA/FA)
  - B. Approval of Warrants – November 25, 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. Council Bill 14-O-10 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA AMENDING AND RESTATING CHAPTER 15.05, "FIREWORKS," TO TITLE 15, "FIRE," OF THE DUARTE MUNICIPAL CODE TO PLACE ADDITIONAL RESTRICTIONS AND PENALTIES ON THE SALE AND USE OF FIREWORKS WITHIN THE CITY OF DUARTE (Second Reading) (CC)
  - E. Authorization for the City Manager to execute a Memorandum of Understanding (MOU) with the cities of Arcadia, Azusa, Bradbury, Monrovia, Sierra Madre, County of Los Angeles, and Los Angeles County Flood control District regarding the administration and cost-sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Rio Hondo/San Gabriel River Water Quality Group (RH/SGR WQG) (CC)
  - F. Request from Hayden Child Care for City of Duarte co-sponsorship of Hayden 5K event on Saturday, March 15, 2015 (CC)

- G. Authorization to commence recruitment for one vacancy on Traffic and Safety Commission, and confirmation of interchange of the Economic Development Commission's Chamber representative with the resident representative (CC)
- H. Request to approve renewal applications for Youth and Family Committee Members Lillian Cabral, Nick Lopez, and Elsa Moreno (CC)
- I. City Council/City Manager Conference Attendance (CC)

11. ITEMS REMOVED FROM CONSENT CALENDAR

12. CONTINUATION OF ORAL COMMUNICATIONS

*Any person who did **not** speak during the initial 30 minute Oral Communications period earlier in the meeting, who wishes to speak on any issue that is not on the Agenda but that is within the subject matter jurisdiction of the City Council/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.*

13. 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)

14. ADJOURNMENT

## MEMORANDUM

**TO:** City Council  
**FROM:** City Manager  
**DATE:** November 20, 2014  
**SUBJECT:** Comments on Agenda Items, Meeting of November 25, 2014

**Note:** The City Council Meeting will be held in the Duarte Senior Center, 1610 Huntington Drive, Duarte.

**ITEM 6.A.** The reorganization of the City Council/Successor Agency/Housing Authority/Financing Authority will take place. The City Manager will preside over the election of the Mayor/ Chairperson, and the Mayor/Chairperson will preside over the election of the Mayor Pro Tem/Vice Chairperson.

**ITEM 6.B.** Daniel Sanchez will be introduced to the City Council, as the new Lead Representative for Senator Carol Liu.

**ITEM 6.C.** A Proclamation will be read announcing the City of Duarte as a “Host Town” for the 2015 Special Olympics World Games. The Games will be held in Los Angeles from July 25-August 2, 2015, when 7,000 athletes from 177 countries will compete. A Host Town Program will take place prior to the Opening Ceremony of the Games from July 21-24, 2015.

**ITEM 10.D (Consent Calendar).** This is the second reading of an Ordinance amending and restating the Duarte Municipal Code to place additional restrictions and penalties on the sale and use of fireworks within the City of Duarte.

**ITEM 10.E (Consent Calendar).** This item would authorize the City Manager to execute an MOU with the cities of Arcadia, Azusa, Bradbury, Monrovia, and Sierra Madre, the County of Los Angeles, and the Los Angeles County Flood Control District regarding the administration and cost-sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Rio Hondo/ San Gabriel River Water Quality Group (RH/SGR WQG).

The City of Azusa had originally agreed to act as the project manager and take on the responsibility for the administration of contract services and administering funds under the MOU. Due to internal staffing changes in the City of Azusa, the RH/SGR WQG transferred the project management and administrative responsibility to City of Arcadia. The City of Arcadia will be acting in this capacity at no cost to the participating agencies. All of the agencies participating in the CIMP implementation have taken the MOU to their respective City Councils and to the Board of Supervisors for consideration.

Based on the MOU’s cost share formula, the City of Duarte’s cost-share for the monitoring program is approximately \$208,082.67. Cost-share payments will be paid over five years, beginning in FY 2014-15. In the first three years of the monitoring program, the City’s cost-share is approximately \$136,502.28. During the fourth and fifth year, the City’s cost-share would be approximately \$71,580.40. It was recommended that the base fee of \$32,185.73 be paid as soon as possible. Annual invoices for the remainder of the costs will be due no later than July 31 of each year.

**ITEM 10.F (Consent Calendar).** Hayden Child Care (a DBA of Santa Teresita, Inc.) is requesting the City of Duarte co-sponsor the 7<sup>th</sup> Annual Hayden 5K Run, Family Walk, and Roll scheduled for Saturday, March 14, 2015. The 5K is scheduled to start at 9:00 a.m., and is expected to conclude by 11:00 a.m. Following the run, the applicant will host a range of family activities (games, food, and

entertainment, etc.) on the Santa Teresita Campus until 1:30 p.m. The Hayden 5K is an annual fundraiser for the Child Care Center, and is expected to draw in 1,000 attendees. All revenue generated by the event will go to the enhancement of the programs and environment of the Hayden Child Care Center of Santa Teresita, Inc.

The applicant is proposing to keep the same route as used in March 2012, 2013, and 2014, and is requesting that the City of Duarte co-sponsor the event again this year, by waiving permit fees, and providing in-kind services such as event marketing and traffic control plan preparation.

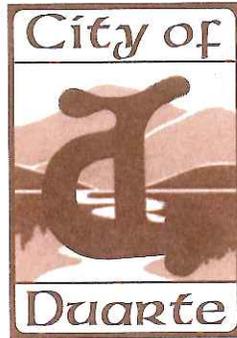
**ITEM 10.G (Consent Calendar).** This item authorizes staff to commence a recruitment for the current Traffic Safety Commission vacancy set to expire on December 31, 2017. In addition, this item would confirm the interchange of the Economic Development Commission's Chamber representative Nathan Kirschenbaum, and Resident representative Tina Carey.

**ITEM 10.H (Consent Calendar).** This item would approve the renewal applications for current Youth and Family Committee members applying for new two-year terms. These members are Lillian Cabral, Nick Lopez, and Elsa Moreno.

Respectfully submitted,



Darrell J. George  
City Manager



## Proclamation

### **SPECIAL OLYMPICS WORLD GAMES LOS ANGELES 2015 HOST TOWN DAYS**

**WHEREAS**, the Special Olympics World Games 2015 will be held in Los Angeles, California, from July 25 to August 2, 2015; and

**WHEREAS**, the Special Olympics World Games is the world's largest sports and humanitarian event in 2015; and

**WHEREAS**, 7,000 athletes from 177 countries will compete in the 2015 Games; and

**WHEREAS**, the City of Duarte is proud to be announced as a "Host Town" for the 2015 Games; and

**WHEREAS**, the Host Town Program takes place prior to the Opening Ceremony of the Games, from July 21-24, 2015, and is an opportunity to make the athletes feel truly celebrated;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Duarte hereby proclaims July 21-24, 2015 as HOST TOWN DAYS in the City of Duarte, and invites and encourages all residents of Duarte to join in welcoming the athletes, coaches, staff, volunteers, families, and spectators of the Special Olympics World Games Los Angeles 2015 to our City.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk Marla Akana  
Duarte, California

November 25, 2014



## 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 – NOVEMBER 11, 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 Duarte Senior Center Dining Hall, 1610 Huntington Drive, Duarte, California. Mayor Reilly called the meeting to order at 6:00 p.m.

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

ADOPTION OF AGENDA Paras-Caracci moved, Finlay seconded to adopt the Agenda, as amended to adjourn in memory of Calvin Daniels, and carried with Fasana and Kang not present.

CLOSED SESSION There was no public input. Melching announced the first Closed Session was pursuant to Government Code § 54956.9(d); Anticipated Litigation; One case. The second Closed Session was pursuant to Government Code § 54956.8; Real Property Negotiations; Property: 1101 Oak Avenue, APN 8530-011-913-915; 1634 Third Street, APNs 8530-011-905, 911, and 912; Agency Negotiators: Darrell George, City Manager and Craig Hensley, Community Development Director; Negotiating Parties: City of Duarte and prospective buyers or lessees; Under Negotiation: Price and terms of payment. The Closed Session concluded at 7:05 p.m. City Council reconvened at 7:10 p.m., with all members present.

1) Anticipated Litigation  
2) Real Property Negotiations

PLEDGE TO THE FLAG Vic Benavides led the Pledge of Allegiance to the Flag.

MOMENT OF REFLECTION A moment of reflection was observed.

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

PUBLIC REPORT OF CLOSED SESSION ITEMS Melching reported that during the first Closed Session, City Council received information, and provided direction with how to proceed, with no reportable action taken. During the second Closed Session, City Council held a discussion, and provided direction with how to proceed, with no reportable action taken.

SPECIAL ITEM Joshua Hurni, Granicus, Inc., provided information about the company, including its structure and users, and presented an overview of the proposed management system, including the live video streaming of City Council meetings, increased trans-

Presentation – Granicus, Inc.  
Management System/Live Video Streaming of Meetings

parency, modernized meeting technology, archives, security, and estimated cost savings, and answered questions from City Councilmembers pertaining to cloud locations, downloadable data, paperless agendas, and the Granicus app.

#### ANNOUNCEMENTS

Joanna Gee, Duarte Library, announced upcoming events, story times, contests, and library holiday hours in November.

Sheryl Lefmann, Duarte Chamber, announced upcoming Chamber events in November and December.

Vic Benavides, City of Hope, announced Duarte Float Decorating Day on December 27 at Rosemont Pavilion.

Karen Herrera presented community announcements about City events and activities in November and December.

#### ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.  
Jack Collins – Veterans Day event.

#### CONSENT CALENDAR

Finlay moved, Paras-Caracci seconded to approve the Consent Calendar as follows, and carried unanimously.  
Approve Items A, B, C, H, K.  
Receive and File Item I.  
Remove Items D, E, F, G, J.

#### ITEMS REMOVED

Item F – Council Bill 14-R-27  
Water Quality Authority Vote  
(Luis Aguiñaga)

Item F– Council Bill 14-R-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CASTING ITS TWO VOTES FOR COUNCILMEMBER LUIS AGUIÑAGA (SOUTH EL MONTE) TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Margaret Clark, City of Rosemead, asked for the City's support in voting for her to represent cities without prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority, and presented information about her past service.

Steve Hernandez stated he agrees with Margaret Clark, water agencies and others have autonomous authority and do not talk to each other, and he supports her.

There was discussion about the nominees and their qualifications.

#### Motion fails

Fasana moved, Paras-Caracci seconded to adopt Council Bill 14-R-27, and failed by the following Roll Call vote:

AYES: Fasana, Paras-Caracci

NOES: Kang, Finlay, Reilly

Finlay moved, Kang seconded to amend and adopt Council Bill 14-R-27 to cast the City's votes for Rosemead Councilmember Margaret Clark, as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CASTING ITS TWO VOTES FOR COUNCILMEMBER MARGARET CLARK (ROSE-

MEAD) TO REPRESENT CITIES WITHOUT PRESCRIP-  
TIVE PUMPING RIGHTS ON THE BOARD OF THE SAN  
GABRIEL BASIN WATER QUALITY AUTHORITY

ITEM F – Approved  
AMENDED RESOLUTION  
NO. 14-27 (Margaret Clark)

The motion to adopt Resolution No. 14-27, as amended, carried  
by the following Roll Call vote:

AYES: Kang, Finlay, Fasana, Paras-Caracci, Reilly

NOES: None

Item J – Professional Services  
Agreement – Granicus, Inc.  
Content Management System/  
Live Video Streaming

George presented a staff report about the proposed Professional  
Services Agreement with Granicus, Inc., to install a cloud based  
content management system for City Council documents and  
live video streaming of City Council meetings, and answered  
questions from City Councilmembers pertaining to cost, time-  
line, implementation, benefits, continuation of cable television  
filming continuing for the next six months of this budget year,  
and software to broadcast on our website. Herrera provided  
additional information about the process for cable broadcasting.

There was discussion about the number of residents who watch  
Council Meetings on the local cable channel and on DCTV, the  
transitioning process, availability of older Council meetings for  
viewing, formats, file conversions, archiving files, need for de-  
termination of how far back meetings will be archived, running  
a notice on cable to see how many people are watching the local  
cable channel, and asking those who visit the Senior Center if  
they watch Council Meetings on the local cable channel.

ITEM J – Approved

Paras-Caracci moved, Finlay seconded to approve the Agree-  
ment with Granicus, Inc., with cable television filming to con-  
tinue for the next six months of this budget year, and carried  
unanimously.

Item D – Community Garden  
Lease – City of Hope

George presented a staff report about the proposed lease for a  
Community Garden on City of Hope property. Gary Shultz and  
Vic Benavides, City of Hope, provided additional information  
and answered questions from City Councilmembers.

ITEM D – Approved

Paras-Caracci moved, Kang seconded to approve a Community  
Garden Lease with the City of Hope, and carried unanimously.

Item E – Release of Bonds  
AHSU, LLC – Tract Map 62030

George provided a staff report about the release of bonds per-  
taining to 2351-2435 Huntington Drive.

ITEM E – Approved

Fasana moved, Finlay seconded to authorize the release of  
bonds in connection with Tract Map 62030 (AHSU, LLC) for  
2351-2435 Huntington Drive, and carried unanimously.

Item G – LA County Adoption  
Event – Co-sponsorship

Mayor Reilly provided an overview about the foster care and  
adoption event, and the request for City co-sponsorship.

ITEM G – Approved

Paras-Caracci moved, Kang seconded to authorize the request  
by L.A. County Department of Children and Family Services  
for City co-sponsorship of the East County Foster Care and  
Adoption Recruitment event to be held on February 21, 2015, at

PUBLIC HEARING  
Council Bill 14-O-10  
Sale/Use of Fireworks  
(First Reading)

Citrus College Campus Center, and carried unanimously.

Mayor Reilly announced this was the time and place set for a Public Hearing to consider Council Bill 14-O-10.

Melching read by title Council Bill 14-O-10:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING AND RESTATING CHAPTER 15.05, "FIREWORKS," TO TITLE 15, "FIRE," OF THE DUARTE MUNICIPAL CODE TO PLACE ADDITIONAL RESTRICTIONS AND PENALTIES ON THE SALE AND USE OF FIREWORKS WITHIN THE CITY OF DUARTE (First Reading)

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

Brian Villalobos presented a staff report about the proposed Ordinance to place additional restrictions and penalties on the sale and use of fireworks within the City, and discussed the Public Safety Commission recommendations to (1) allow fireworks exclusively on July 4<sup>th</sup> from noon to midnight; and (2) impose a \$1,000 administrative fine on individuals possessing, selling, or discharging illegal fireworks.

There was discussion about the Commission's recommendation, the need for time to implement any changes, and the possibility of restricting fireworks on July 4<sup>th</sup> from noon to 11:00 p.m., rather than noon to midnight.

Fasana moved, Paras-Caracci seconded to amend the proposed Ordinance to restrict the discharge of fireworks to July 4<sup>th</sup> from noon to 11:00 p.m., and to introduce it for first reading.

There was discussion about the 11:00 p.m. vs. midnight curfew, restricting fireworks to one day, noise after 10:00 p.m., animals, car alarms, need for additional enforcement, and adjustment period.

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

Steve Hernandez commented about attendance at Commission Meetings and posting of ordinances, and stated he reluctantly agrees with the 11:00 p.m. curfew.

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

The motion to amend the proposed Ordinance to restrict the discharge of fireworks to July 4<sup>th</sup> from noon to 11:00 p.m., and to introduce it for first reading, as amended, carried by the following Roll Call vote:

AYES: Finlay, Fasana, Paras-Caracci  
NOES: Kang, Reilly

ITEMS FROM CITY COUNCIL/  
CITY MANAGER

FINLAY: Congratulated her daughter and son-in-law on the birth of their son, provided information to staff about the city of Claremont's sustainable city plan for grants, inquired about the situation in the riverbed on the east side of the bridge (Villalobos and George responded), discussed article about Duarte being one of the most financially secure cities in the State, and congratulated staff.

FASANA: Regarding the riverbed, stated there are legitimate safety issues, and some cities are experiencing situations with homelessness and people's rights to stay in parks.

PARAS-CARACCI: Stated the Veterans event was great, and the speakers were inspiring.

REILLY: Provided decals from the adopted unit of the Army National Guard that raised the flag at the Veterans event, attended the City of Duarte/City of Hope meeting, stated we will be linking the City of Hope on our website and they will be linking the City of Duarte on theirs, attended the Arthur and Rosalie Kaplan Family Pavilion dedication, she is glad that surveys are going out to the seniors, and stated she took an inspection trip of the State water project through the Upper San Gabriel Valley Water District.

ADJOURNMENT

The meeting was adjourned at 9:05 p.m. in memory of Calvin Daniels, to the Joint City Council/Duarte Unified School District Board/Monrovia-Arcadia-Duarte Town Council Special Joint Session, Thursday, November 13, 2014, 5:00 p.m., at Northview Intermediate School, 1401 Highland Avenue, Duarte.

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Mayor

ATTEST:

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City Clerk

## MINUTES

### DUARTE CITY COUNCIL/DUARTE UNIFIED SCHOOL DISTRICT/ MONROVIA-ARCADIA-DUARTE TOWN COUNCIL SPECIAL MEETING – JOINT SESSION – NOVEMBER 13, 2014

- CALL TO ORDER                      The City Council of the City of Duarte, the Board of Directors of the Duarte Unified School District, and the Monrovia-Arcadia-Duarte Town Council met in a joint session in the Northview Intermediate School Cafeteria, 1401 Highland Avenue, Duarte, California. The meeting was called to order at 5:00 p.m.
- PLEDGE TO THE FLAG                Miriam Fox led the Pledge of Allegiance to the Flag.
- ROLL CALL
- CITY COUNCIL  
PRESENT: Finlay, Kang, Paras-Caracci, Reilly  
ABSENT: Fasana  
STAFF: City Manager Darrell George
- SCHOOL DISTRICT  
PRESENT: Bell, Diaz, Edwards, Reyes (one vacant seat)  
ABSENT: None  
STAFF: Superintendent Terry Nichols
- TOWN COUNCIL  
PRESENT: Bullock, Hall, Huss, Nicoloro, Sells, Williams  
ABSENT: None
- ADOPTION OF AGENDA              Kang moved, Paras-Caracci seconded to adopt the Agenda, and carried with Fasana absent. Diaz moved, Bell seconded to adopt the Agenda, and carried unanimously. Hall moved, Bullock seconded to adopt the Agenda, and carried unanimously.
- AGENDA ITEMS
- Not in Our Town – Not in Our School                      Superintendent Nichols and Naelh Othman provided information about the national bullying effort “Not in our Town – Not in Our School,” and noted the School District received a grant for the program.
- All members of the Duarte City Council, Duarte School District Board, and Monrovia-Arcadia-Duarte Town Council signed the “Anti-Bullying Pledge.”
- Public Safety Update                Brian Villalobos introduced Captain Coronne Jacob, who presented an update of public safety matters, including information about the Cal GRIP grant, and Part 1 Crimes statistics.
- Youth/Family Master Plan            Cesar Monsalve provided an update on the status and completion of a number of the 66 action steps established by the Committee. Miriam Fox provided an update on the 22 steps that were

initiated by the School District.

ITEMS FROM CITY COUNCIL,  
SCHOOL BOARD, AND  
TOWN COUNCIL

Town Council: Monument signs have been placed in areas of the County, a turn signal will be installed at Live Oak and Peck Road, the annual Pamela Park Holiday Party will be on November 20 at 5:30 p.m., and there is a bullying prevention program at the Live Oak Library.

School Board: There will be a LULAC caroling event at Pamela Park on December 16.

City Council: Information was provided about the Music Matters event, the Town Council was invited to join the Education Foundation, it was suggested Bradbury Councilmembers might be included in a future joint meeting, thanked School Board and Town Council for attending this meeting, the Mayor's Prayer Breakfast will be held on November 25, a Gold Line update was presented, and information was provided about the City's ramp-up program, Special Olympics Host Town Program, and Youth and Family Committee.

ADJOURNMENT

Reilly moved, Paras-Caracci seconded to adjourn the meeting at 6:45 p.m., to the City Council Meeting of November 25, 2014, and carried with Fasana absent. Bell moved, Reyes seconded to adjourn the meeting at 6:45 p.m., to the School Board Meeting of November 13, 2014, and carried unanimously. Hall adjourned the meeting at 6:45 p.m., to the Town Council Meeting of November 19, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA AMENDING AND RESTATING CHAPTER 15.05, "FIREWORKS," TO TITLE 15, "FIRE," OF THE DUARTE MUNICIPAL CODE TO PLACE ADDITIONAL RESTRICTIONS AND PENALTIES ON THE SALE AND USE OF FIREWORKS WITHIN THE CITY OF DUARTE**

**THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ORDAINS AS FOLLOWS:**

**SECTION 1. CHAPTER 15.05 AMENDED AND RESTATED**

Chapter 15.05 ("Fireworks") to Title 15 ("Fire") of the City of Duarte Municipal Code is amended and restated in its entirety to read as follows (deletion shown as strike-out and addition as underline):

**Chapter 15.05 FIREWORKS**

**Sections:**

- 15.05.010 Rules and regulations effected.**
- 15.05.011 Restrictions on sale or discharge.**
- 15.05.012 Days when fireworks may be discharged.**
- 15.05.013 Discharge in northerly area prohibited.**
- 15.05.020 Fraternal organization defined.**
- 15.05.030 Licenses for sale of safe and sane fireworks.**
- 15.05.040 Utilization of profits.**
- 15.05.050 Application.**
- 15.05.060 Procedure for issuing outdoor stand permit.**
- ~~15.05.070 Days when fireworks may be discharged.~~**
- ~~15.05.080 Discharge in northerly area prohibited.~~**
- 15.05.081 Obligations of sellers of fireworks.**
- 15.05.090 Public fireworks displays.**
- 15.05.100 ~~Penalty~~ Penalties for violation.**
- 15.05.110 Provisions supplementary.**

**15.05.010 Rules and regulations effected.**

In addition to the rules, regulations and requirements relative to the manufacture, possession, transportation, display, sale, storage, use or discharge of "Dangerous Fireworks and Safe and Sane Fireworks" set forth or referred to in Part 2 of Division 11 of the Health and Safety Code of the state (California Health and Safety Code Sections 12500, et seq.) as same now exist or may hereafter be amended, the following rules, regulations and requirements are promulgated and established. The definitions contained in Part 2 of Division 11 of the Health and Safety Code shall be a part of this chapter and are incorporated herein by this reference.

**15.05.011 Restrictions on sale or discharge.**

- (a) Except as provided in this chapter, the sale, offering for sale or the discharge of fireworks of any kind, nature or description, including those devices defined as fireworks in California Health and Safety Code Section 12511, is prohibited within the city.
- (b) Any property owner or person in control of property who allows a person to sell, use, discharge or possess fireworks that are not "safe and sane" on such property shall be in violation of this section, irrespective of such person's intent, knowledge or negligence, said violation hereby being expressly declared a strict liability offense.

**15.05.012 Days when fireworks may be discharged.**

- (a) Except as otherwise provided in this chapter, safe and sane fireworks may be discharged only on July 4 beginning at noon and ending at 11:00 p.m.
- (b) Safe and Sane fireworks shall not be discharged at any other time nor in any other zone or area other than provided in this chapter.

**15.05.013 Discharge in northerly area prohibited.**

It is unlawful for any person, firm or corporation to discharge any fireworks in any area of the city lying northerly of Royal Oaks Drive, except within those portions of Royal Oaks Park which are specifically designated for such discharge by the Director of Parks and Recreation or his/her designee.

**15.05.020 Fraternal organization defined.**

For purposes of this chapter, "fraternal organization" means any bona fide nonprofit club, society or association, organized or incorporated for civic, community service, benevolent, patriotic or charitable purposes, and having an established "Duarte membership." "Duarte membership," as used in this section, means membership consisting of at least seventy-five percent of juvenile or adult persons who are either:

- (a) Duarte residents; or
- (b) Employed in Duarte; or
- (c) Owners or operators of a business or other establishment located in Duarte.

**15.05.030 Licenses for sale of safe and sane fireworks.**

Licenses for the sale of safe and sane fireworks shall be issued only to fraternal organizations, and such fireworks shall be sold only at outdoor sales stands, as more specifically set forth hereinafter. No more than five such licenses shall be issued and outstanding at any time. All applications for such licenses shall be filed with the city clerk on or before five p.m. on the third Thursday of January of each year, containing a

detailed statement of each and every kind of fireworks proposed to be sold under the license, the location of the proposed outdoor sales stand, the type of construction of the stand, the dates and hours that the applicant proposes the stand be open, the plans for staffing the stand during those days and hours, and such other information as the city manager shall reasonably require in order to assist the city council in evaluating the application.

#### **15.05.040 Utilization of profits.**

Sales permit shall be granted only to fraternal organizations which agree that the net profit from the sales shall be utilized only for youth activities in accordance with provisions of this chapter. The following specific provisions and requirements shall apply:

- (a) At least seventy-five percent of the youth participating in and benefiting from such activities shall be residents of the city of Duarte.
- (b) Each permit application shall contain a detailed statement of the youth activities for which the applicant proposes to use such net profits and the manner of such use.
- (c) No part of the net profits shall be disbursed to other governmental agencies or entities as a gift or contribution.
- (d) Except for organizations whose primary purpose is youth service, such net profit shall be expended for new programs or the expansion of existing programs, and shall not be used as replacement income for funds previously raised by the organization through other methods of fund raising. An organization shall be deemed to have a primary purpose of youth service if ninety percent or more of its budget is spent for youth service activities.

#### **15.05.050 Application.**

Each permit application shall be accompanied by an application fee established by resolution of the city council, which shall not be refundable. The application shall contain, in addition to all other information required by this chapter, the following information:

- (a) A statement of the number and residency of the members of the applicant organization, which statement shall be certified as to accuracy by an officer of the applicant organization;
- (b) A statement of the number of youth to be served by the applicant and the residency of such youth;
- (c) A statement certifying that applicant organization agrees to all terms and conditions of the license and this chapter.

**15.05.060 Procedure for issuing outdoor stand permit.**

- (a) Upon receipt of any application for any permit for the sale of fireworks from any outdoor stand, the city clerk shall promptly refer the application to the city manager for his consideration, report and recommendations thereon. The city manager shall cause the application to be checked for compliance with applicable law and other provisions of this code. Such report, when ready, shall be filed with the city clerk for submission to the city council.
- (b) Upon considering any such application, the city council may either grant or deny the application or may take it under further advisement, or order further reference thereof to any department of the city for further report, in its discretion.
- (c) Applicant organizations shall file a statement agreeing that all profits will be utilized in accordance with the requirements of Section 15.05.040, and, if such organization has previously received a fireworks permit, that all previous receipts have been so expended.
- (d) No applicant for any such outdoor stand or any other person, firm or corporation shall commence to erect or make any preparation to erect, whether by deposit of materials or otherwise, any such outdoor stand unless and until:
  - (1) The council has finally approved the application and authorized the issuance of permit therefor, as herein required;
  - (2) The authorized permittee has obtained a temporary building permit from the building inspector of the city for the erection of such temporary outdoor stand; and
  - (3) Has obtained a temporary permit for the installation by a duly licensed electrical contractor of any electrical installations in, at or about such outdoor stand; provided, however, that if the permittee does not, and certifies to the building inspector in writing that any such outdoor stand will not be open for business after one-half hour after sunset of any day, such electrical permit shall not be required; provided, however, that in the event any artificial or other lighting is used, such lighting must be electrical and no other type of lighting may be employed or used at any such stand.
- (e) No such outdoor stand, or any part thereof, shall be located at any point nearer than one hundred fifty feet measured in a straight line from the nearest line of any lot or parcel of land upon which any gasoline or oil station is located. In all cases, all such outdoor stands shall be located in such places as are least likely to catch fire or communicate fire to adjacent or nearby properties, and at least five feet inside the property line, and all such locations shall be subject to the approval of the fire chief or his authorized representative. It shall be the duty of each such permittee and of all persons engaged in or about the storage or sale of fireworks at any such outdoor stand to comply with the reasonable orders and directions of the fire chief or his authorized representative, and to remove from the immediate vicinity of any such outdoor stand any and all combustible

- materials and growths of weeds, grass or other plantings which are apt to become ignited in case of fire.
- (f) No minor under the age of eighteen years shall be permitted to be in charge of or to make sales of or to otherwise be concerned with the handling of fireworks in or from any such stand; provided, however, that nothing herein contained shall be construed as preventing the sale to minors in the ordinary course of business of such fireworks from such stands.
  - (g) All displays and stocks of fireworks in or at any such stand shall be stored and displayed in such manner as to be difficult of access to or by the general public, and each such stand shall be equipped with at least one two and one-half gallon soda and acid type fire extinguisher in good and immediate working condition and easily accessible for immediate use, for each fifteen feet of counter space or fraction (over three feet) thereof, and such other first aid fire fighting equipment as required by the fire chief.
  - (h) Each such stand and all materials used in or about same shall be completely removed before midnight of the twelfth of July of the year in which same was erected, and the site restored as nearly as reasonably possible to the same condition as that in which it existed immediately prior to the erection of such stand. It shall be the duty of the permittee to make such removal within that time.

**~~15.05.070 – Days when fireworks may be discharged.~~**

~~It is unlawful for any person, firm or corporation to discharge any fireworks except on the third, fourth and fifth days of July of each year and at no other time.~~

**~~15.05.080 – Discharge in northerly area prohibited.~~**

~~It is unlawful for any person, firm or corporation to discharge any fireworks in any area of the city lying northerly of Royal Oaks Drive, except within those portions of Royal Oaks Park which are specifically designated for such discharge by the superintendent of parks and recreation or his representatives.~~

**15.05.081 Obligations of sellers of fireworks.**

It shall be the responsibility of each recipient of a permit under this chapter to comply with the following requirements:

- (a) There shall be included with each sale of fireworks a "flyer" notifying the purchaser of the restriction established by Section ~~15.05.013~~~~15.05.080~~. The city shall furnish a specimen of the flyer, which shall be reproduced by and at the expense of the permittee.
- (b) Large visible posters shall be erected at the point of sale of the fireworks to notify purchasers of the restriction established by Section ~~15.05.013~~~~15.05.080~~. The city shall provide the posters, which shall be returned to the city after use.

**15.05.090 Public fireworks displays.**

Notwithstanding any other provision of this chapter, the city council, in its discretion, may grant permits for public displays of fireworks under the supervision of the fire chief. Applications for such permits shall be filed with the fire chief not less than ten days before such public display and shall be accompanied by a detailed statement of the items of such proposed display. If such permit is granted, no items shall be displayed except as are contained in such statement and the city council may in granting such permit eliminate from the statement such items as it deems hazardous and it is unlawful for the grantee of such permit to exhibit or display such eliminated items. Such public display shall be under the supervision of the fire chief and/or such persons as he shall designate and authorize. The fee for such permit shall be one hundred dollars for each display; provided, however, that the city council may waive or reduce such fee, in its discretion, where the application is made by a fraternal organization. Such display and/or displays shall be held at such place and time as designated in the permit.

**15.05.100 ~~Penalty~~ Penalties for violation.**

~~Any person violating or failing to comply with any provisions of this chapter or any of the rules and regulations hereinabove set forth and adopted hereby, or who fails or refuses to perform any duty prescribed herein to be performed by him is guilty of a misdemeanor.~~

- (a) Whenever an officer charged with the enforcement of any provision of the Municipal Code determines that a violation of this chapter has occurred, the officer shall have the authority to issue an administrative citation to any person responsible for the violation
- (b) Whenever an officer charged with the enforcement of this chapter determines that a violation of the chapter has occurred, the officer may issue an administrative citation for each violation found to have occurred.
- (c) Citations issued pursuant to this chapter shall carry administrative fines as follows:
  - (1) \$1,000.00 for the first and subsequent violations of 15.05.011.
  - (2) \$250.00 for the first violation and \$500 for all subsequent violations of any other provision of this chapter.
- (d) Violations of this chapter may also be cited as criminal misdemeanor violations in accordance with Chapter 1 of this Code.

**15.05.110 Provisions supplementary.**

The provisions of this chapter are supplementary to the provisions of the fire code of the county of Los Angeles adopted by reference in Chapter 15.04. In case of direct conflict between the provisions of the fire code of the county, and the provisions of this chapter, the provisions of this chapter shall prevail. Except with respect to such direct conflict the provisions of the fire code of the county shall remain in full force and effect.

**SECTION 4. CEQA DETERMINATION.**

In adopting this Ordinance, the City Council finds and determines, based on all of the information in the record and on the basis of its independent judgment, that this Ordinance is exempt from the California Environmental Quality Act pursuant to the following exemptions, and each of them independently: Title 14 California Code of Regulations Section 15061(b)(3), in that it can be seen with certainty that the adoption of this Ordinance proposes no activity that may have a significant effect on the environment, and pursuant to Title 14 California Code of Regulations Section 15301, in that this Ordinance involves no expansion of use of existing facilities.

**SECTION 4. SEVERABILITY.**

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

**SECTION 5. POSTING OF ORDINANCE.**

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

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall take effect thirty (30) days following its second reading.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte this \_\_\_ day of \_\_\_\_\_, 2014.

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Mayor

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

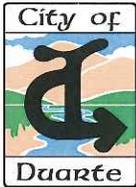
I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. \_\_\_\_ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2014, by the following Roll Call vote:

AYES:       Councilmembers:

NOES:       Councilmembers:

ABSENT:     Councilmembers:

\_\_\_\_\_  
City Clerk Marla Akana  
City of Duarte, California



## CITY COUNCIL STAFF REPORT

**To:** City Council

**From:** Rafael Casillas, PE, Public Works Manager *POC*

**Date:** November 25, 2014

**Subject:** AUTHORIZE AND DIRECT THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITIES OF ARCADIA, AZUSA, BRADBURY, MONROVIA, SIERRA MADRE, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT REGARDING THE ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE RIO HONDO/SAN GABRIEL RIVER WATER QUALITY GROUP (RH/SGR WQG)

### SUMMARY

The National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) Order No. R4-2012-0175 establishes the waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County. This MS4 Permit was adopted by the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), on November 8, 2012, and became effective on December 28, 2012. The new MS4 Permit includes provisions that allow permittees the flexibility to customize their stormwater programs to achieve compliance over time.

On May 14, 2013, the City Council approved a Memorandum of Understanding with the cities of Arcadia, Azusa, Bradbury, Monrovia, and Sierra Madre, County of Los Angeles and Los Angeles County Flood Control District to aid in the cost sharing and in the development of both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) Plans for the Rio Hondo/San Gabriel River watersheds. These Plans were submitted to the Regional Board on July 28, 2014. The CIMP is anticipated to be approved by the Regional Board in January 2015.

Annual CIMP costs will be divided among the cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, County of Los Angeles and Los Angeles County Flood Control District participating agencies based on the MOU's cost share formula. The City of Duarte's total cost for the monitoring program is approximately \$208,082.67 over five years. Cost-share payments will be split over five years as follows; \$51,642.57, \$40,236.35, \$44,623.36, \$35,867.19 and \$35,713.21 respectively.

## DISCUSSION

Once the CIMP Plan is approved by the Regional Board, monitoring must begin within 90 days of approval. In preparation of the approved CIMP, the Oversight Committee comprised of City Managers and Directors, directed staff to develop and prepare the CIMP Scope of Work and to also develop a new CIMP MOU, using the existing MOU as a template (See Attachment "A").

The City of Azusa had originally agreed to act as the project manager and take on the responsibility for the administration of contract services and administering funds under the MOU. Due to internal staffing changes in the City of Azusa, the RH/SGR WQG transferred the project management and administrative responsibility to City of Arcadia. The City of Arcadia will be acting in this capacity at no cost to the participating agencies. All of the agencies participating in the CIMP implementation have taken the MOU to their respective City Councils and to the Board of Supervisors for consideration.

Based on the Oversight Committee's direction, the City of Azusa released a Request for Proposals (RFP) for work related to the implementation of the CIMP on July 22, 2014. The proposed Scope of Services includes:

- Project Management, Coordination and Meetings
- CIMP Requirements - Receiving Water Monitoring, Storm Water (SW) Outfall Monitoring, TMDL Monitoring and Non-Storm Water (NSW) Outfall Monitoring
- Development of a Health and Safety Plan
- Data Management and Reporting Methodology
- Laboratory Analysis
- Reports
- Field Logs & Site Assessment Photos

On August 21, 2014, the City of Azusa received three proposals from the following consulting firms (in no particular order):

- Montgomery Watson Holdings (MWH) - Pasadena CA.
- California Watershed Engineering (CWE) - Orange, CA
- Urban Logic Consultants - Riverside, CA

Based on the Oversight Committee's review and evaluation of the proposals, California Watershed Engineering (CWE) was selected at a total cost of \$2,371,580. The CWE Team is comprised of a partnership between CWE, SCS Engineers, and Weston Solutions. Their selection was based on their expertise with the MS4 Permit, expertise and experience developing similar plans, their existing relationships with the Regional Board Staff, Board members, key stakeholder groups and competitive costs.

Similar to the MOU executed in 2013, the CIMP MOU specifies the financial commitment for the monitoring of both Rio Hondo and San Gabriel River watersheds for each agency based on a

cost sharing formula. The Los Angeles County Flood Control District agreed to pay for 5% of the total cost of the contracted services for the implementation of the CIMP. The remaining balance will be divided amongst the rest of the agencies based on the agreed cost sharing formula as follows: 10% base for participation plus 90% based on each agency's land area that drains to the Rio Hondo and San Gabriel River. The term of the MOU is estimated to extend through Fiscal Year 2018-19. Table 1 below shows the cost sharing formula and the cost of each of the participating agencies for five years:

**Table 1. Cost Allocation Formula for Years 1-5**

Agencies	Square Miles	Percent of Area	Base Fee (10%)	Cost based on Area (90%)	Total Cost
City of Arcadia	11	26.51%	\$32,185.73	\$537,462.89	\$569,648.62
City of Azusa	9.3	22.41%	\$32,185.73	\$454,400.44	\$486,586.17
City of Bradbury	1.9	4.58%	\$32,185.73	\$92,834.50	\$125,020.23
City of Duarte	3.6	8.67%	\$32,185.73	\$175,896.95	\$208,082.67
City of Monrovia	8	19.28%	\$32,185.73	\$390,882.10	\$423,067.83
City of Sierra Madre	2.8	6.75%	\$32,185.73	\$136,808.74	\$168,994.46
County of Los Angeles	4.9	11.81%	\$32,185.73	\$239,415.29	\$271,601.02
Los Angeles County Flood Control District	-	-	-	-	\$118,579.00
<b>Total</b>	<b>41.5</b>	<b>100%</b>	<b>\$343,879.10</b>	<b>\$2,027,700.90</b>	<b>\$2,371,580</b>

Based on the MOU's cost share formula, the City of Duarte's cost share for the monitoring program is approximately \$208,082.67. Cost-share payments will be paid over five years, beginning in FY 2014-15. In the first three years of the monitoring program, the City's cost share is approximately \$136,502.28. During the fourth and fifth year, the City's cost share would be approximately \$71,580.40. Actual costs may vary slightly from year to year based on the scheduling of work as directed by the Oversight Committee. It was recommended, that the base fee of \$32,185.73 be paid as soon as possible. Annual invoices for the remainder of the costs will be due no later than July 31 of each year.

**FISCAL IMPACT**

Annual costs would be divided among participating agencies based on the MOU's cost share formula. The City of Duarte's total cost for the monitoring program is approximately \$208,082.67 over five years. Cost-share payments will be split over five years with the first three years installment of approximately \$136,502.28 (FY 2014-15; FY 2015-16 and FY 2016-17) and the fourth and fifth years at approximately \$71,580.40 each (FY 2017-18; and FY 2018-19). The cost for the implementation of the CIMP for the first three years will be incorporated into the budget.



## **RECOMMENDATION**

It is recommended that the City Council authorize and direct the City Manager to execute a Memorandum of Understanding with the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, Sierra Madre, County of Los Angeles and Los Angeles County Flood Control District regarding the administration and cost sharing for the implementation of Coordinated Integrated Monitoring Program (CIMP) for the Rio Hondo/San Gabriel River Water Quality Group.

### Attachment(s):

- A. Memorandum of Understanding between the Los Angeles County Flood Control District, the County of Los Angeles, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia and Sierra Madre

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
THE COUNTY OF LOS ANGELES, AND  
THE CITIES OF ARCADIA, AZUSA, BRADBURY, DUARTE, MONROVIA  
AND SIERRA MADRE

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING  
THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE RIO  
HONDO/SAN GABRIEL RIVER WATER QUALITY GROUP

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below (Effective Date) by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, and the CITIES OF ARCADIA, AZUSA, BRADBURY, DUARTE, MONROVIA, AND SIERRA MADRE. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

RECITALS

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) Order No. R4-2012-0175; and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, COUNTY, and 84 of the 88 Cities (excluding the Cities of Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Rio Hondo/San Gabriel River Water Quality Group Watershed Management Area; and

WHEREAS, the PARTIES submitted a Final Draft Coordinated Integrated Monitoring Program (CIMP) and Draft Work Plan [PLANS] to the Regional Board on June 27, 2014, and anticipate approval of the CIMP by March 2015. The PARTIES anticipate this deadline by commencing with the award of a contract to Consultant for the implementation of the CIMP. Any final revisions to the CIMP document are to be worked out by the PARTIES with final approval by the Oversight Committee, which is described below; and

WHEREAS, the PARTIES have agreed to collaborate on the compliance of certain elements of the MS4 Permit and have agreed to a cost sharing formula set forth in Table 3 of Exhibit A, which is attached and made part of this MOU; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant to assist the PARTIES in complying with certain elements of the MS4 Permit, as specified in the Scope of Work, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES propose for the Consultant to implement the Coordinated Integrated Monitoring Plan (CIMP Implementation), in compliance with certain elements of the MS4 Permit, at a total cost not to exceed \$2,371,580; and

WHEREAS, the PARTIES have determined that hiring a Consultant to implement the CIMP, to install monitoring equipment, obtain permits, conduct monitoring, laboratory analysis, advise on potential revisions to the CIMP, and provide reporting to the Regional Board, including reporting of stormwater samples (collectively, "Monitoring Services") will be beneficial to the PARTIES, who desire to participate and will provide funding in accordance with the cost allocation in Table 3 of Exhibit A; and

WHEREAS, the PARTIES have agreed to establish an Oversight Committee (comprised of City Managers and/or designated staff from each PARTY) to provide technical oversight and project management for the development of the PLANS; and

WHEREAS, the CITY OF ARCADIA will be the contracting PARTY, entering into contract(s) with the Consultant, as needed, to govern the Consultant's Monitoring Services; and

WHEREAS, the PARTIES agree that each PARTY shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of this MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

- (1) Recitals: The recitals set forth above are true and correct and incorporated into this MOU, in their entirety, by this reference.
- (2) Purpose: The purpose of this MOU is to cooperatively fund the implementation of the CIMP, to install monitoring equipment, obtain permits, conduct monitoring, laboratory analysis, and provide reporting of stormwater results to the Regional Board.
- (3) Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.
- (4) Voluntary: This MOU is voluntarily entered into by each PARTY for the implementation of the CIMP.

- (5) Terms: The term of this MOU shall commence on the Effective Date and shall remain in effect until the CITY OF ARCADIA has provided written notice of completion of the Scope of Work described herein, and all PARTIES have paid their allocated pro-rata share of the CIMP Implementation, as detailed in Exhibit A, Table 3, but in no event later than June 30, 2019.
- (6) Responsibilities of the CITY OF ARCADIA:
- a. The CITY OF ARCADIA shall act as the contract manager on behalf of, and for the benefit of, PARTIES, and as such agrees to invoice the PARTIES for their pro-rata share of the cost of the CIMP Implementation, as described in Tables 1 thru 3 of Exhibit A.
  - b. Payments to Third PARTIES – The CITY OF ARCADIA shall have no obligation to pay vendors or consultants any funds other than those funds the CITY OF ARCADIA owes for its proportional share, as set forth in Table 3 of Exhibit A, and those funds remitted by each PARTY to the CITY OF ARCADIA following invoice. In the event the CITY OF ARCADIA, in its sole discretion, elects to make a payment on behalf of a Delinquent PARTY, as defined in Section 7(c), the Delinquent PARTY and/or the remaining PARTIES shall reimburse the CITY OF ARCADIA the funds expended, as described below. If the CITY OF ARCADIA fails to timely pay vendors or consultants for its proportional share, as set forth in Table 3 of Exhibit A, the CITY OF ARCADIA shall be considered a Delinquent PARTY, and the other PARTIES shall have the same rights and remedies against the CITY OF ARCADIA as they (or ARCADIA) would have against a delinquent PARTY, as provided herein and particularly as described in Section 7(c), below.
  - c. The CITY OF ARCADIA shall solicit proposals for, award, and administer Consultant contract(s) for the CIMP Implementation and any subsequent changes to the CIMP in accordance with the Scope of Work.
  - d. The CITY OF ARCADIA shall utilize the funds deposited by the PARTIES only for payment of the Consultant for the CIMP Implementation.
  - e. The CITY OF ARCADIA shall provide the PARTIES with an electronic copy of the CIMP monitoring reports and any other drafts of reports to ultimately be submitted to the Regional Board within 5 business days of receipt from the Consultant.
  - f. Upon execution of this MOU, each PARTY shall provide the name or names of those persons from within the PARTY's organization who will represent said PARTY on the Oversight Committee. Within thirty (30) days from the Effective Date, the CITY OF ARCADIA shall notice all PARTIES hereto of

the Oversight Committee members and their contact information. Each PARTY may name a representative, and one Alternate, who may act in place of the representative if the representative is unable to attend or otherwise act.

- g. The PARTIES agree that the Oversight Committee may meet periodically, on an as-needed basis. All CIMP monitoring reports shall be reviewed by the Oversight Committee or their designees shall for further revision and/or comment. Within 15 days of receiving a draft monitoring report, members of the Oversight Committee or their designees shall provide any revisions or comments to the Consultant, and the Consultant shall reasonably incorporate those revisions into the draft monitoring report. Within 30 days of receiving the draft monitoring report, members of the Oversight Committee or their designees shall approve, in writing, the Consultant's submission of the report to the Regional Board. No monitoring reports shall be submitted to the Regional Board unless and until it/they have been approved, in writing, for submittal by all PARTIES hereto, excepting only a PARTY or PARTIES whose involvement in this MOU has been terminated.
- h. The PARTIES shall pay the CITY OF ARCADIA, subject to annual budget authority, for their proportional share of the estimated cost for Monitoring Services and project administration and management not exceeding the invoice amounts as shown in Table 3 of Exhibit A, within sixty days (60) days of receipt of the invoice from the CITY OF ARCADIA. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to each PARTY's proportional share are subject to funding appropriation and will require written agreement of the PARTIES as explained in Section 7(c).
- i. The CITY OF ARCADIA will invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 3 of Exhibit A. The annual payments for each fiscal year period will be invoiced in January of that fiscal year, except for the first invoice, which will be issued upon the execution by all PARTIES of this MOU.
- j. The CITY OF ARCADIA will notify the PARTIES if actual expenditures for Monitoring Services are anticipated to exceed the cost estimates contained in Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval of substantiated additional expenditures, the PARTIES agree to pay the CITY OF ARCADIA for each PARTY'S proportional share of additional expenditures in an amount not to exceed ten (10%) percent of the estimated cost for Monitoring Services, as show in Table 3 of Exhibit A. This 10% contingency will not be invoiced, unless actual

expenditures exceed the cost estimates for Monitoring Services. Expenditures that exceed the 10% contingency will require an amendment to this MOU.

- k. The CITY OF ARCADIA will submit on behalf of the PARTIES annual monitoring reports to the Regional Board as described in the CIMP and distribute copies of the annual reports to the PARTIES for review and comment at least 30 days prior to submittal to the Regional Board for review and approval. In addition, the CITY OF ARCADIA will submit to the PARTIES the data used to prepare the annual reports. This data will be transmitted electronically in a format that is agreed upon by the PARTIES.

(7) THE PARTIES FURTHER AGREE:

- a. The PARTIES shall make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, and informing their respective administrators, agency heads, and/or governing bodies.
- b. The PARTIES shall fund the cost of implementing the CIMP and pay the CITY OF ARCADIA for the implementation of the CIMP in the manner provided in Section 6(h), above.
- c. Delinquent Payments – A PARTY's payment is considered delinquent 90 days after being invoiced by the CITY OF ARCADIA and that PARTY shall be known as a "Delinquent PARTY". The following procedures may be implemented by the CITY OF ARCADIA to attain payments from the Delinquent PARTY: the CITY OF ARCADIA will 1) verbally contact/meet with the manager from the Delinquent PARTY or PARTIES; and 2) submit a formal letter to the Delinquent PARTY OR PARTIES. If the Delinquent PARTY or PARTIES remain delinquent after the above procedures, then the CITY OF ARCADIA may notify the Regional Board that the Delinquent PARTY OR PARTIES are no longer a participating member(s) of the PLANS, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this MOU ("EXCLUDED PARTY") and their name(s) may be removed from CIMP Implementation. Any EXCLUDED PARTY or PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES' pro-rata share pursuant to Table 3 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. The CITY OF ARCADIA will revise Table 3 of Exhibit A to show the recalculated costs for each remaining participating PARTY without amendment to this MOU; the revised exhibits will be included with the next invoice to the remaining PARTIES. The remaining PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts paid that were owed by an EXCLUDED PARTY or PARTIES who failed to make such payments.

- d. Interest Accrual - Any interest accrued on the funds collected per this MOU during the term of this MOU shall be refunded or credited toward any amount owed at the time of the final accounting. The CITY OF ARCADIA shall report to the PARTIES the amount of the interest accrued by the collected funds at the time of the final accounting.
- e. Excess Funds - Any collected funds not spent in any fiscal year period shall be refunded or credited toward any amount owed the applicable PARTY at the time of the final accounting.
- f. Each PARTY shall allow reasonable access and entry to the Consultant, on an as needed basis, during the term of this MOU to the PARTY's storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOU, provided, however, that prior to entering any PARTY's facilities, the Consultant shall secure a permit of entry from the applicable PARTY. No PARTY shall unreasonably withhold such permit from the Consultant.
- g. The PARTIES agree to provide all requested information and documentation in their possession and available for release to the CITY OF ARCADIA that is deemed necessary by the PARTIES to perform the CIMP implementation at no cost to the CITY OF ARCADIA.
- h. Additional Studies – The PARTIES agree that additional watershed-wide special studies, monitoring with other watershed groups, conducting necessary special studies, preparing grant applications, and/or conducting other collaborative activities for the purpose of complying with the MS4 Permit may be funded by the PARTIES subject to the terms of this MOU, provided that there are available excess contract funds or contingency funds available to fund these activities. Prior to the performance of any such activities, all PARTIES must provide written approval of the activities and a revised Exhibit A showing which PARTIES will be funding the activities and in what amounts.
- i. To the maximum extent permitted by law, the CITY OF ARCADIA shall require the Consultant(s) retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultant's performance of its agreement with the CITY OF ARCADIA. In addition, the CITY OF ARCADIA shall require the Consultant(s) to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated

volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Consultant's work. These requirements will also apply to any subcontractors hired by the Consultant(s).

- j. To the maximum extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents and designated volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY under this MOU; provided, however, that no PARTY shall indemnify another PARTY for that other PARTY's own negligence or willful misconduct.
- k. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- l. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- m. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference.
- n. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no

PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.

- o. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue shall be in Los Angeles County.
- p. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- q. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in paragraph 7(s).
- r. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- s. No PARTY shall have any financial obligation to any other PARTY to this MOU, except as herein expressly provided.
- t. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES who have not terminated their interests herein or whose involvement has not terminated by reason of non-payment. This paragraph applies to any changes proposed as a result of the following circumstances: 1) changes to the MS4 Permit terms with regards to compliance through an EWMP or CIMP; or (2) changes in the number of PARTIES to this MOU. This list is not intended to be exhaustive.
- u. This MOU may be signed in multiple counterparts with the same force and effect as if all original signatures appeared on one copy; and in the event this MOU is signed in counterparts, each counterpart shall be deemed an original and all of the counterparts shall be deemed to be one agreement.
- v. Early Termination or Withdrawal
  - 1. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, any remaining funds not due and payable or otherwise legally committed to a Consultant(s) shall be distributed to the remaining PARTIES (not

including any EXCLUDED or WITHDRAWN PARTY or PARTIES, as defined below) so that all such remaining PARTIES have paid no more than their pro-rata share (in accordance with the most current allocation set forth in Table 3 of Exhibit A). Completed work shall be owned by all PARTIES at the time of completion of the work who are not EXCLUDED or WITHDRAWN PARTIES. Similarly, rights to uncompleted work by the Consultant still under contract are to be owned by the PARTY or PARTIES who are not EXCLUDED or WITHDRAWN PARTIES at such time.

2. A PARTY may withdraw from this MOU ("WITHDRAWN PARTY") upon 60 days written notice to the other PARTIES, subject to payment of any invoice received from the CITY OF ARCADIA prior to or during the 60-day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the cost-sharing percentages set forth in Table 3 of Exhibit A. The effective withdrawal date shall be the sixtieth (60th) day after the CITY OF ARCADIA receives the withdrawing PARTY's notice to withdraw from this MOU. The CITY OF ARCADIA shall refund to the WITHDRAWN PARTY any unused funds paid by the WITHDRAWN PARTY's effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this MOU will terminate any responsibility, liability, or obligation of the WITHDRAWN PARTY under this MOU commencing on the effective withdrawal date and that the WITHDRAWN PARTY shall remain liable for its share of any loss, debt or liability incurred prior to the withdrawal date, and for any work which could not be suspended. Withdrawal from this MOU does not release any PARTY from the obligations set forth in MS4 Permit.
3. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 3 of Exhibit A.
4. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

*[Signatures on following pages]*

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
GAIL FARBER

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Mark J. Saladino  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

Mark J. Saladino  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**CITY OF ARCADIA**

By \_\_\_\_\_  
Dominic Lazzaretto, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
Lisa Mussenden, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Stephen Dietsch, City Attorney

\_\_\_\_\_  
Date

**CITY OF AZUSA**

By \_\_\_\_\_  
NAME, POSITION

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
NAME, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
NAME, City Attorney

\_\_\_\_\_  
Date

**CITY OF BRADBURY**

By \_\_\_\_\_  
NAME, POSITION

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
NAME, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
NAME, City Attorney

\_\_\_\_\_  
Date

**CITY OF DUARTE**

By \_\_\_\_\_  
NAME, POSITION

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
NAME, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
NAME, City Attorney

\_\_\_\_\_  
Date

**CITY OF MONROVIA**

By \_\_\_\_\_  
NAME, POSITION

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
NAME, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
NAME, City Attorney

\_\_\_\_\_  
Date

**CITY OF SIERRA MADRE**

By \_\_\_\_\_  
NAME, POSITION

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
NAME, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
NAME, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Rio Hondo/San Gabriel River Water Quality Group**  
**CIMP Implementation Funding Contributions**

**Table 1. Total Contract Costs**

	2014-15	2015-16	2016-17	2017-18	2018-19	TOTAL
<b>1 Total Not-to-Exceed Contract Costs</b>	\$588,585.67	\$458,585.67	\$508,585.65	\$408,789	\$407,034	2,371,580
<b>Scope of Work Items</b>	Years 1-3 FY 14-15, FY 15-16, and FY 16-17			<b>Year 4</b> FY 17-18	<b>Year 5</b> FY 18-19	
1 Project Management, Coordination, and Meetings			\$141,086	\$45,924	\$45,924	
2 Installation of Monitoring Equipment			\$171,420	\$0.00	\$0.00	
3 Receiving Water Monitoring			\$178,228	\$59,380	\$59,380	
4 Receiving Water TMDL Monitoring			\$234,457	\$103,123	\$101,368	
5 Stormwater Outfall Monitoring			\$281,627	\$102,114	\$102,114	
6 Non Stormwater Screening (Additive Alternative A - Rio Hondo)			\$165,510	\$770	\$770	
7 Non Stormwater Screening (Additive Alternative B - San Gabriel)			\$80,406	\$385	\$385	
8 Health and Safety Plan			\$15,914	\$5,011	\$5,011	
9 Reports, Field Logs, and Photos			\$194,659	\$72,797	\$72,797	
10 Laboratory Analysis			\$92,450	\$19,285	\$19,285	
<b>TOTAL =</b>			<b>\$1,555,757</b>	<b>\$408,789</b>	<b>\$407,034</b>	

**Table 2. Allocation for Non Stormwater Screening Task**

Parties	Rio Hondo Sub-Watershed		San Gabriel River Watershed		Allocation for Non Stormwater Screening Task (To Be Completed in 2014-15)		
	Sq. Miles <sub>2</sub>	% Total	Sq. Miles <sub>2</sub>	% Total	Rio Hondo	San Gabriel	Total
City of Arcadia	10.8	40.9%	0.2	1.3%	\$64,323.20	\$1,011.73	\$65,334.94
City of Azusa	0	0%	9.3	61.6%	\$0.00	\$47,045.50	\$47,045.50
City of Bradbury	0.8	3.0%	1.1	7.3%	\$4,764.68	\$5,564.52	\$10,329.20
County of Los Angeles	2.8	10.6%	2.1	13.9%	\$16,676.39	\$10,623.18	\$27,299.56
City of Duarte	1.3	4.9%	2.3	15.2%	\$7,742.61	\$11,634.91	\$19,377.52
City of Monrovia	7.9	29.9%	0.1	0.7%	\$47,051.23	\$505.87	\$47,557.10
City of Sierra Madre	2.8	10.6%	0	0%	\$16,676.39	\$0.00	\$16,676.39
LACFCD (5%) <sup>1</sup>	-	-	-	-	\$8,275.50	\$4,020.30	\$12,295.80
<b>Total =</b>	<b>26.4</b>	<b>100.0%</b>	<b>15.1</b>	<b>100.0%</b>	<b>\$165,510.00</b>	<b>\$80,406.00</b>	<b>\$245,916.00</b>

Footnotes:

1. Los Angeles County Flood Control District's cost share equals 5% of the total contract cost for the Non Stormwater Screening work.
2. Based on percent of developed land in each Party's area of the total watershed area (excludes Angeles National Forest land).

**Table 3. Annual Cost Allocation**

**Cost Formula:**

- A. 10% Base = [(Total Consultant costs – LACFCD 5% cost share) X 10%] / 7parties
- B. 90% Land Use = [(Total Consultant costs - LACFCD 5% cost share) X 90%] X Percentage of total land area (not including Angeles National Forest)
- C. Total Non Stormwater Screening Task Costs for each PARTY (see Table 2)

Year 1 calculation utilize cost formula (A + B + C)

Years 2-5 calculation utilizes cost formula (A + B)

	Year 1 FY 2014-15	Year 2 FY 2015-16	Year 3 FY 2016-17	Year 4 FY 2017-18	Year 5 FY 2018-19	Total Costs
Arcadia	\$ 141,373.06	\$110,151.33	\$122,161.22	\$98,190.27	\$97,768.73	\$569,648.62
Azusa	\$ 120,762.38	\$94,089.78	\$104,348.47	\$83,872.81	\$83,512.73	\$486,586.17
Bradbury	\$ 31,027.89	\$24,174.81	\$26,810.60	\$21,549.72	\$21,457.21	\$125,020.23
Duarte	\$ 51,642.57	\$40,236.35	\$44,623.36	35,867.19	\$35,713.21	\$208,082.67
Monrovia	\$ 104,998.21	\$81,807.42	\$90,726.95	\$72,924.16	\$72,611.08	\$423,067.83
Sierra Madre	\$41,941.54	\$32,677.98	\$36,240.89	\$29,129.56	\$29,004.50	\$168,994.46
County of Los Angeles	\$ 67,406.74	\$52,518.71	\$58,244.87	\$46,815.84	\$46,614.85	\$271,601.02
LACFCD 5% Contribution	\$ 29,429.28	\$22,929.28	\$25,429.28	\$20,439.45	\$20,351.70	\$118,579.00
<b>Total</b>	<b>\$588,585.67</b>	<b>\$458,585.67</b>	<b>\$508,585.65</b>	<b>\$408,789.00</b>	<b>\$407,034.00</b>	<b>\$2,371,580.00</b>

On or before December 31st of each year, the Oversight Committee shall review the Invoicing Schedule may adjust the percent of Cost Share Allocations due each year as deemed necessary for such reasons including, but not limited to, revision in Contracted Costs, Scope of Work, scheduling of work, and/or costs related to environmental review.

**EXHIBIT B**

**Rio Hondo/San Gabriel River Watershed Quality Group EWMP  
Responsible Agencies Representatives**

**City of Arcadia**

240 W. Huntington Dr.  
Arcadia, CA 91006  
Representative: Vanessa Hevener  
E-mail: VHevener@ci.arcadia.ca.us  
Phone: (626) 305-5327

**City of Azusa**

213 E. Foothill Blvd.  
Azusa, CA 91702-1395  
Representative: Daniel Bobadilla  
E-mail: DBobadilla@ci.azusa.ca.us  
Phone: (626) 812-5064

**City of Bradbury**

600 Winston Ave.  
Bradbury, CA 91008  
Representative: Michelle Keith  
E-mail: MKeith@CityofBradbury.org  
Phone: (626) 358-3218 ext. 300

**City of Duarte**

1600 Huntington Drive  
Duarte, CA 91010  
Representative: Rafael Casillas  
E-mail: RCasillas@accessduarte.com  
Phone: (626) 386-6833

**City of Monrovia**

415 S. Ivy Ave.  
Monrovia, CA 91016  
Representative: Sharon Gallant  
E-mail: SGallant@ci.monrovia.ca.us  
Phone: (626) 932-5553

**City of Sierra Madre**

232 W. Sierra Madre Blvd  
Sierra Madre, CA 91024  
Representative: James Carlson  
E-mail: JCarlson@cityofsierramadre.com  
Phone: (626) 355-7135 ext. 803

**County of Los Angeles**

Department of Public Works  
Watershed Management Division, 11<sup>th</sup>  
Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Representative: Angela George  
E-mail: AGeorge@dpw.lacounty.gov  
Phone: (626) 458-4300

**Los Angeles County Flood Control District**

Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Representative: Angela George  
E-mail: AGeorge@dpw.lacounty.gov  
Phone: (626) 458-4300

**MEMORANDUM**



**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: IRMA HERNANDEZ, SENIOR PLANNER**  
**DATE: NOVEMBER 25, 2014**  
**SUBJECT: REQUEST FROM HAYDEN CHILD CARE FOR CITY OF DUARTE CO-SPONSORSHIP OF HAYDEN 5K EVENT ON SATURDAY, MARCH 14, 2015**

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**Recommendation:** That the Duarte City Council approve a request to co-sponsor the sixth annual Hayden Memorial 5K Run, Family Walk and Roll scheduled for Saturday, March 14, 2015; waive City permit fees; and permit signage on City-owned property.

**Summary:** The applicant, Hayden Child Care (a DBA of Santa Teresita, Inc) is requesting the City of Duarte co-sponsor the seventh annual Hayden 5K, Family Walk, and Roll scheduled for Saturday, March 14, 2015. The 5K is scheduled to start at 9:00 am and is expected to conclude by 11:00 am. Following the run, the applicant will host a range of family activities (games, food, and entertainment, etc.) on the Santa Teresita Campus until 1:30 pm. The Hayden 5k is an annual fundraiser for the Child Care Center and is expected to draw in 1,000 attendees. All revenue generated by the event will go to the enhancement of the programs and environment of the Hayden Child Care of Santa Teresita, Inc. Following Council action on this item, the Special Event Permit application will be reviewed by the Community Development Department and final conditions of approval will be imposed for the proposed event pursuant to Duarte Development Code 19.124 (Temporary Use Permits).

**Discussion:** The applicant is proposing to keep the same route as used in March 2012, 2013, and 2014. The 5K route is shown on Map 1 (attached). The applicant is requesting that the City of Duarte co-sponsor the event again this year, waive permit fees and provide in-kind services such as event marketing and traffic control plan preparation. The permit fees which would be waived, if approved by Council, are listed below:

<b>City Permit Fees Costs (Total)</b>	<b>\$550</b>
<i>Waive Special Event Permit fee</i>	\$25
<i>Waive Street Banner Permit fees</i>	\$100
<i>Waive Traffic Control Right-of-Way Permit</i>	\$180
<i>Waive Temporary Banner Permit-City Owned Property</i>	\$50
<i>Exclusive Trail Park Usage*</i>	\$195
<i>*November 10, 2014 - Duarte Parks and Recreation Commission approved the waiving of fees associated with the use of the Duarte Bike Trail (Attachment 3).</i>	

The applicant will be required to reimburse for staff time related to Traffic Control Implementation & Public Safety (Crowd Control) Services, which is estimated at \$3,660 (Attachment 1).

- ATTACHMENTS:**  
 Map 1 – Race Route  
 Attachment 1 – General Event Logistics  
 Attachment 2 - Notification to Residents  
 Attachment 3 – Parks and Recreation Commission Memo

# MAP 1 TRAFFIC AND DETOUR MAP HAYDEN 5K (FOR CITY STAFF USE ONLY)

- 1  SC5 - SPECIAL EVENT AHEAD
  - 2  W20-3 - ROAD CLOSED AHEAD
  - 3  R11-2 - ROAD CLOSED ON TYPE III
  - 4  R11-2 - ROAD CLOSED ON TYPE II
  - 5  R11-4 - ROAD CLOSED TO THRU TRAFFIC ON TYPE II
  - 6  M4-10R - DETOUR (R)
  - 7  M4-10L - DETOUR (L)
-  PROPOSED STREET CLOSURE

**NOTE:**  
INSTALL BARRICADES TO DRIVEWAYS WITHIN THE CLOSURE ROUTE.

**ROUTE DESCRIPTION:** The starting line and participant line up will take place along Royal Oaks Drive, east of Buena Vista Street to Junipero Drive. Participants will run, walk or roll, east on Royal Oaks Drive until Royal Oaks North where they will enter the Duarte Bike Trail. The race continues east on the Duarte Bike Trail until the turnaround on the trail near Duarte Oaks Elementary School. The racers return west on the Duarte Bike Trail, reaching Buena Vista Street, will travel southbound on Buena Vista, with the finish line in the parking area of Santa Teresita Campus located at 819 Buena Vista Street, Duarte. (Map 2)



**MAP 1  
TRAFFIC AND DETOUR MAP  
HAYDEN 5K (FOR CITY STAFF USE ONLY)**



- 1 SCS-3 - SPECIAL EVENT AHEAD
  - 2 W20-3 - ROAD CLOSED AHEAD
  - 3 ROAD CLOSED
  - 4 ROAD CLOSED
  - 5 ROAD CLOSED TO THRU TRAFFIC ON TYPE II
  - 6 M4-10R - DETOUR (R)
  - 7 M4-10L - DETOUR (L)
- PROPOSED STREET CLOSURE

## ATTACHMENT 1

The applicant will reimburse the City for the services described below and will be responsible for the following event logistics:

1. Traffic Control Implementation & Public Safety (Crowd Control) Services – The Public Safety Director will direct the implementation of the traffic control plan as approved by the City Public Works Manager. Public Safety Staff will staff the street closures and oversee compliance with traffic laws, street delineators, and crowd control. The Field Services Division will use, set-up and knock down city owned street delineators and barricades for street closures per an approved traffic control plan.
2. The Public Safety Director will make every attempt possible to use trained volunteers and on-duty staff for traffic and crowd control in order to minimize costs to the applicant. In previous years the use of trained volunteers has reduced the cost to approximately \$1,200, however the City cannot guarantee that costs will be reduced to \$1,200. The applicant will be required to reimburse the City of Duarte for staff time used.

Total Estimated Reimbursement Amount - \$3,660\*

\$2,705 (includes one sergeant, four deputies, four community service officers, and two code compliance officers and one code compliance manager)

\$955 (includes two Field Services staff members to set-up & knock down street delineators and barricades related to street and trail closures)

Emergency medical response, if needed, would be provided by Los Angeles County Fire and the cost of those services along with any other emergency response services would be the sole responsibility of the applicant.

3. Staffing – The applicant will supply the volunteers/staff for the water stations on the Duarte Bike Trail route and the post- event activities on the Santa Teresita Campus.
4. Set-up/Break down – The applicant’s volunteers/staff will be responsible for setting up and breaking down a series of lightweight tables along the trail without the need for a vehicle entering the trail.
5. Event Parking – Same as last year. Parking for the event will be on the grounds of the Santa Teresita Campus (819 Buena Vista Street) and on neighboring streets. The applicant will be working with some of the local businesses to obtain permission for the use of their parking lots. The Church of Latter Day Saints at 1452 Royal Oaks Drive has 128 spaces and the Buena Vista Marketplace at 1200 Huntington Drive has 328 parking spaces.

## ATTACHMENT 1

6. Event Notification – The applicant supplied copies of the notification to the Public Safety Director and notices will be distributed by DART volunteers (Attachment 2). The notice describes the potential impact to the neighborhood.
7. Insurance – The applicant will be required to provide the City with a \$2 million dollar insurance policy naming the City as additionally insured. Upon approval of the application with the United States Track and Field Association (USTFA) Hayden Child Care will provide the required proof of insurance.
8. City of Monrovia – The applicant shall be responsible for obtaining approval for special event activities planned on the portion of the campus located in the City of Monrovia and the applicant shall be responsible for any requirements imposed by City of Monrovia related to traffic control.
9. City of Bradbury - The applicant shall be responsible for notifying and obtaining any required approvals by the City of Bradbury.
10. Exclusive Trail Park Usage Refundable Deposit - The Parks and Recreation Commission waived the \$195 facility use fee on November 10, 2014. A \$300 Refundable Deposit is still required by the Parks and Recreation Commission (Attachment 3).
11. Trash Removal – The applicant will request from Burrtec Waste Industries cardboard trash containers and liners at no cost that would be placed along the trail by applicant. Upon completion of the race, the applicant's volunteers would be responsible removing the temporary containers, which will be taken back to the Santa Teresita Campus for disposal.

## ATTACHMENT 2



November 17, 2014

Dear Neighbors,

With much joy, Hayden Child Care Center of Santa Teresita, Inc. announces its 7<sup>th</sup> annual Hayden 5K Run, Family Walk, & Roll which will be held on Saturday, March 14, 2015. The Race will begin at 9:00 AM. It is our hope that this year's race will begin on Royal Oaks Drive just north of Buena Vista Street in the city of Duarte. Participants will begin on Buena Vista Street, run east on Royal Oaks Drive until Royal Oaks North where they will enter the Recreational Trail. The race continues east on the Duarte Recreational Trail until the turn about near Royal Oaks Elementary School. The return will be on the trail until Buena Vista Street with the Finish Line in the parking area of Santa Teresita at 819 Buena Vista Street, Duarte. Following the race, we will have activities for all on the grounds of Santa Teresita until 1:30PM.

The purpose of this letter is two-fold. First, we would like to invite you to participate in the day and invite your friends. Secondly, we want to inform you of the potential street closures and parking restriction of the event if permission is granted by the City of Duarte Council:

- Royal Oaks Drive east of Buena Vista Street until the driveway of Royal Oaks school just west of Francita Avenue:
  - Street closure from 8:45AM until approximately 10:00AM
  - Overnight parking restrictions from Friday, March 13<sup>th</sup>, 2014 until approximately 10:00AM on Saturday, March 14<sup>th</sup>, 2015

Hayden Child Care Center will be making this request of the City of Duarte Council on Tuesday, November 25<sup>th</sup> at 7:00pm, during its meeting open to all Duarte Citizens at the Duarte Senior center, 1610 Huntington Dr., Duarte Ca. It is our hope that our request will cause little inconvenience to you, the residents on Royal Oaks Drive, and that the event will be a fun-filled one for the participants that come out to run and/or walk in the 5K. Our "City of Health" has much to offer and a morning run down one of its most beautiful streets and its recreational trail will hopefully bring many wonderful and lasting memories to all who join in the 5K.

Please visit our website, [www.hayden5k.com](http://www.hayden5k.com), for details about the 5K and how to register as a participant. The website also has details on the activities that will follow at Santa Teresita.

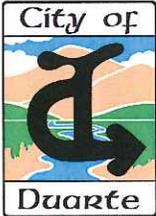
Join us for a day of fun, health, and entertainment that the entire family can enjoy. We look forward to seeing you there!

With gratitude,

Sister Lourdes, O.C.D.

Director, Hayden Child Care Center of Santa Teresita





## MEMORANDUM

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**TO:** SANTA TERESITA HOSPITAL HAYDEN CHILD CARE

**FROM:** PARKS AND RECREATION COMMISSION

**SUBJECT:** REQUEST TO WAIVE RENTAL FEES FOR ANNUAL HAYDEN  
5K FAMILY EVENT

**DATE:** NOVEMBER 11, 2014

Santa Teresita Hospital Hayden Child Care has applied for a Special Event Permit through the City of Duarte Community Development Department to conduct their annual Hayden 5k race event on March 14, 2015. The Duarte Parks and Recreation Commission was petitioned by the Santa Teresita Hospital Hayden Child Care 5K organizers to waive the fees associated with this use totaling \$195.

After discussion, a motion was made and approved unanimously to approve the fee waiver request but to require Santa Teresita to pay the \$300 refundable security deposit as part of the Special Event permitting process.

## Agenda Memo City Manager's Office

**To:** Mayor and Members of the Duarte City Council  
**From:** Karen Herrera, Deputy City Manager  
**Date:** November 18, 2014  
**Re:** Traffic Safety Commission Vacancy Recruitment, and EDC Commission Member Category Switch

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**Recommendation:** That the City Council, by motion, authorize staff to commence recruitment for the current Traffic Safety Commission vacancy set to expire on December 31, 2017, and to confirm the interchange of the Economic Development Commission's (EDC) Chamber Representative (Nathan Kirschenbaum, expiring 12/31/15) and Resident Representative (Tina Carey, expiring 12/31/15).

**Background:** The most recent City Commission recruitment process took place in fall of 2013. Nineteen positions on six commissions were set to expire on December 31, 2013, and all vacancies were four-year terms. All positions were filled at the first meeting in January 2014. Since then, a few occurrences have transpired on two commissions. On the Traffic Safety Commission, there is a vacancy due to the passing of Commissioner Frank Haynes. EDC Commissioner/Resident Representative Tina Carey has moved out of Duarte, affecting her status as a Resident Representative.

**Discussion:** Staff is recommending to move forward with a standard Commission recruitment to fill the vacant Traffic Safety Commission position. The process to fill the position will commence immediately following this meeting, and continue through January 5, 2015. Staff will utilize all communication platforms including the City's website, Twitter account, public access channel, and electronic signs, along with a flyer to publicize the vacancy. Applicants will then be interviewed on January 13<sup>th</sup> prior to the City Council meeting at 5:30 pm. The new Commissioner would formally be selected at the same meeting, and take the Oath of Office at the following meeting on January 27, 2015.

In terms of the EDC, Tina Carey, the current Resident Representative, has moved out of the City, yet she desires to continue to serve on the Commission. Additionally, Nathan Kirschenbaum, the current EDC Commissioner/Chamber Representative who is also a resident of Duarte, is willing to change his capacity and assume the resident slot, allowing Ms. Carey to remain on the Commission and fill the Chamber Representative position. Both commission terms are slated to end on December 31, 2015.

**Fiscal Impact:** None



# MEMORANDUM

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**TO:** MAYOR AND CITY COUNCIL

**FROM:** CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

**SUBJECT:** REQUEST TO APPROVE RENEWAL APPLICATIONS FOR THE YOUTH AND FAMILY MASTER PLAN AD HOC COMMITTEE

**DATE:** NOVEMBER 25, 2014

**Recommendation:** That the City Council approve the renewal applications for current Youth and Family Committee members applying for new 2-year terms.

**Background:**

The 2-year terms for Youth and Family Committee Members Lillian Cabral, Nick Lopez and Elsa Moreno will end in December. All of these applicants have previously been interviewed by the Duarte City Council and are in good standing having served since the formation of the Committee.

**Discussion:**

By council resolution, The Youth and Family Committee can maintain a total of up to but not exceeding 12 members to serve as committee members and will be appointed by the Duarte City Council.

Attached are the applications.



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

### DUARTE YOUTH & FAMILY COMMITTEE APPLICATION

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

Please type or print legibly

Name Rev. Lillian CABRAL Profession Supervisor Lacounty

Personal Information Redacted

Are you under age 24?  Yes  No

What experiences do you have that will benefit the facilitation, implementation and evaluation of Duarte's Youth and Family Master Plan?

I have worked for the County of Los Angeles for 36 yrs by work site is Lac-USC Medical Center. I was ordained in March of 2000 I have 3 adult children and 13 grandchildren which 7 of which are in the Duarte Unified School district. I was one of the first of the original Youth & family members and I hope to continue this honor.

What are the key issues that you see impacting the quality of life for youth and families?

N/A

Please share additional insight about yourself and why you'd like to serve on the Youth & Family Committee?

N/A

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

1. Name: Elsa Moreno

2. Name: Lupe Valerio

3. Name: Nick Lopez

Attach additional pages if necessary



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

### DUARTE YOUTH & FAMILY COMMITTEE APPLICATION

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

Please type or print legibly

Name NICK LOPEZ Profession \_\_\_\_\_

Personal Information Redacted

Are you under age 24? \_\_\_\_\_ Yes  No

What experiences do you have that will benefit the facilitation, implementation and evaluation of Duarte's Youth and Family Master Plan?

*Donated time to inner-city families through organized youth and adult soccer programs for over 30 years. Have been involved with the Duarte Youth and Family Master Plan since it started.*

What are the key issues that you see impacting the quality of life for youth and families?

Lack of involvement of the community with the youth and families. Such as, information not arriving to families in hand, and possibly having more information in bilingual.

Please share additional insight about yourself and why you'd like to serve on the Youth & Family Committee?

Dedicated in improving quality of life to the community.

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

1. Name: ALONZO LOPEZ

2. Name: JEREMIAS/EL SALVADOREÑO  
RESTAURANT

3. Name: JULIO SANTIAGO  
DON ROYCE RESTAURANT

Attach additional pages if necessary

Moreno  
October 21, 2014



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

### DUARTE YOUTH & FAMILY COMMITTEE APPLICATION

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

Please type or print legibly

Name Elsa Moreno Profession Procurement Agent

#### Personal Information Redacted

Are you under age 24?  Yes  No

What experiences do you have that will benefit the facilitation, implementation and evaluation of Duarte's Youth and Family Master Plan?

Volunteer experiences various Duarte programs for many years including the Duarte Youth Athletic Club (DYAC); Duarte Rte 66 Parade Committee; Duarte Rose Float Committee, Duarte City Coordinating Council, Immaculate Conception Annual Church Fiesta, as well as assisting in support functions as needed for various fund raising organizations.

Member of Duarte Youth and Family Master Plan Advisory Committee and Community Outreach Task Force since its implementation in 2009.

Member of Duarte Ad Hoc Youth and Family Committee member and Chair of the Youth and Family Committee Action Steps Task Group since its implementation in 2010.

Other skills include speaking and reading Spanish as well as strong administrative, computer, and communication skills.

What are the key issues that you see impacting the quality of life for youth and families?

Enhancing and update existing programs, identify, develop, and maintain new ones using diverse resources for present and future community needs to promote education, unity, and a better quality of life while increasing community involvement.

Please share additional insight about yourself and why you'd like to serve on the Youth & Family Committee?

Years of volunteering have allowed me to experience the hard work and efforts of the growth and success of many programs. These experiences have increased my awareness of needs for the community and I believe in giving back as well as expanding growth and awareness within myself and others. Youth, family, and community enhancements benefit Duarte and promotes a sense of community and family pride and unity.

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

1. Name: KC Carraci

2. Name: Lupe Valerio

3. Name: Buffy Aikens

Attach additional pages if necessary