

November 11, 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 11, 2014

6:00 p.m. – Closed Session
7:00 p.m. – Regular Session

DUARTE SENIOR CENTER 1610 HUNTINGTON DRIVE, DUARTE, CALIFORNIA 91010

MISSION STATEMENT

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

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

City/Agency/Authority Staff:

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

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

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

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

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

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

THE FOLLOWING ITEMS WILL BE HEARD AT 6:00 P.M.

1. CALL TO ORDER OF CITY COUNCIL, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND COMMUNITY FACILITIES FINANCING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. CLOSED SESSION
 - A. Public Input – *Members of the public wishing to speak concerning the closed sessions listed below may do so at this time. Each person may speak once for no more than 3 minutes.*
 - B. Conference With Legal Counsel – Anticipated Litigation -- Pursuant to Government Code Section 54956.9(d): One case.
 - C. Conference With Real Property Negotiators – Pursuant to Government Code Section 54956.8; 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 FOLLOWING ITEMS WILL BE HEARD NOT EARLIER THAN 7:00 P.M.

4. PLEDGE TO THE FLAG
5. MOMENT OF REFLECTION
6. FITNESS/MENTAL WARM-UP
7. PUBLIC REPORT OF CLOSED SESSION ITEMS
8. SPECIAL ITEM – Page 1
Presentation by Joshua Hurni, Granicus – Cloud based content management system for City Council documents and live video streaming of City Council meetings
9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.
10. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)
Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City/Agency or Authorities, may do so at this time. The opportunity to speak is on a first come, first serve basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications at this time. Under the Brown Act, members of the City Council/ Successor Agency/Housing Authority/Financing Authority, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
11. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
12. CONSENT CALENDAR – Page 4
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 – October 28, 2014 (CC/HA/SA/FA)
 - B. Approval of Warrants – November 11, 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. Authorization for City Manager to execute a Community Garden Lease with the City of Hope (CC)

- E. Release of bonds in connection with Parcel Map No. 62030 (AHSU, LLC) for 2351-2435 Huntington Drive, Duarte (CC)
 - 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 (CC)
 - G. Request by Los Angeles County Department of Children and Family Services for City co-sponsorship of East County Foster Care and Adoption Recruitment Event to be held on February 21, 2015, at Citrus College Campus Center (CC)
 - H. Proclamation (confirming) Patriotism Week, September 8-14, 2014 (CC)
 - I. Notice of absence by Ana Lisa Hernandez from Planning Commission Meeting of 7/21/24 (CC)
 - J. Approval of 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 (CC)
 - K. City Council/City Manager Conference Attendance – League of California Cities City Managers Department Meeting, January 28-30, 2015, San Francisco (CC)
13. ITEMS REMOVED FROM CONSENT CALENDAR
14. PUBLIC HEARING – Page 67
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)
15. CONTINUATION OF ORAL COMMUNICATIONS
*Any person who did **not** speak during the initial 30 minute Oral Communications period earlier in the meeting, who wishes to speak on any issue that is not on the Agenda but that is within the subject matter jurisdiction of the City Council/Successor Agency/Housing Authority/Financing Authority, may do so at this time. Each person may speak once for no more than 3 minutes. Under the Brown Act, members of the City Council/Successor Agency/Housing Authority/Financing Authority, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.*
16. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR (AB 1234 reports on trips, conference attendance, and meetings)
17. ADJOURNMENT – To 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 – Page 77

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: November 6, 2014
SUBJECT: Comments on Agenda Items, Meeting of November 11, 2014

Note: The City Council Meeting will be held in the Duarte Senior Center, 1610 Huntington Drive, Duarte. Also, the meeting will be adjourned to the Joint City Council/Duarte Unified School District/Monrovia-Arcadia-Duarte Town Council Special Joint Session, Thursday, November 13, 2014, 5:00 p.m., to be held at Northview Intermediate School, 1401 Highland Avenue, Duarte. The Agenda for the Special Joint Session is included at the end of this packet.

ITEM 8. A presentation will be given by a representative of Granicus, Inc. Currently, Granicus manages the world's largest and most reliable legislative content network, containing more than five million government media files and public records, and maintaining a 99.98% uptime track record. They also have 20,000+ government users currently leveraging their technology to successfully run their day-to-day government information tasks, including webcasting public meetings, managing and delivering legislative information, collaborating with citizens, and more.

The Granicus Open Platform is the cloud based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of public meeting data. This foundation also includes the core of content management, administration, and distribution tools that are leveraged in each Granicus suite. The platform includes access to help you seamlessly connect your Granicus solution to systems in place at your organization.

On its own, the Open Platform can create a powerful website experience for citizens through a web portal. The platform includes the ability to upload and publish content, including videos, audio, and documents. It includes the iPad app, iLegislate, to view paperless agendas and related meeting videos. Live video webcasting can easily be added to the Granicus Open Platform through an encoder.

ITEM 12.D (Consent Calendar). This item recommends City Council approval of a Community Garden Lease with the City of Hope. The Lease would be for approximately 8,000 square feet of land at 2144 Buena Vista Street to house a future "sustainable garden" and "community garden." The term of the lease would be for 36 months, and terminate upon expiration, or unless it is extended or renewed by mutual consent. The City will pay \$1 in annual rent.

The main purpose behind the starting of a Community Garden project is to encourage and accommodate families or individuals that would like to grow some of their own fruits, vegetables, herbs, etc. but do not have a backyard or balcony large enough to do so. Community gardens have also proven to reduce neighborhood crimes especially when they are created on previously vacant lots. Additionally, they create a safe, recreational, green open space area in urban surroundings.

Ideally, the garden will be divided up into approximately 54 individual plots, divided in 3 ft. x 10 ft. increments. The frontage of the parcel would be turned into a demonstration drought tolerant garden project. To utilize a plot, each resident would be required to sign a lease agreement that would detail the terms and conditions of utilizing the garden, in addition to associated costs. Users would be required to put down a deposit of approximately \$10, and pay an annual fee of \$25 for residents, and \$100 for non-residents. For these dollars, gardeners can expect access to their plot and tools, water service, fencing, and a place to both dispose of trash and utilize compost.

ITEM 12.E (Consent Calendar). The City Council is being asked to consider the release of bonds in connection with Parcel Map 62030 for 2351-2435 Huntington Drive. All subdivision improvements for Tract 62030 have been completed to the satisfaction of the Engineering/Public Works office; therefore, staff recommends that the City Council release the cash bond deposit for the amount of \$149,216.00 to Mr. Patel of AHSU, LLC.

ITEM 12.F (Consent Calendar). This is a resolution to consider casting 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.

ITEM 12.G (Consent Calendar). A request has been made by the Los Angeles County Department of Children and Family Services for the City to co-sponsor its East County Foster Care and Adoption Recruitment Event, to be held on February 21, 2015. This is an event to recruit foster and adoptive families for children in the foster care system. There will be a media campaign, including radio and print ads, as well as flyer distribution prior to the event. The public is invited to hear about how they can become foster or adoptive parents. There will be a panel of families who will speak at the event. These families have adopted or fostered before. Promotional materials will be distributed, and refreshments will be served.

ITEM 12.H (Consent Calendar). A Proclamation will be read confirming that the week of September 8-14, 2014, was proclaimed Patriotism Week in the City of Duarte. The week was an opportunity to invite and encourage all residents of Duarte to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American citizenship with celebrations and observances.

ITEM 12.J (Consent Calendar). This item recommends Council approval of a 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. With the anticipated implementation of new state-of-the-art audio visual equipment for the Community Center, the City's recording equipment will now generate digital imagery. With the addition of a Granicus-based software system, the City will now have the hardware to utilize the City's website accessduarte.com to live stream City Council meetings, in addition to offering viewing in an "on-demand" format.

This priority to provide live streaming of Council Meetings to citizens has been expressed by the City Council for many years. To implement this priority, staff is presenting a contract with Granicus, Inc., at tonight's meeting for Council consideration. In addition to Granicus, staff also needs direction on whether or not the City Council desires to continue to maintain the ability to view City Council meetings on DCTV (Cable channels 3 and 183).

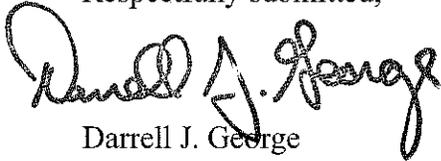
The Granicus Open government Platform being proposed will allow increased accessibility and transparency with: key word search capability for all documents (agendas, minutes, etc.) placed on the platform; live and on-demand streaming; unlimited content storage and distribution; ease of digitally indexing archived video of the Council Meetings to the appropriate agenda; and ability to use an iPad for a paperless agenda environment, if and when desired.

ITEM 14. This is a Public Hearing to consider the first reading of an Ordinance amending and restating Chapter 15.05 "Fireworks," to Title 15, "Fire," of the Municipal Code to place additional restrictions and penalties on the sale and use of fireworks within the City.

The Public Safety Commission recently examined two issues: 1) the imposition of an administrative fine up to \$1,000; and 2) a possible curfew on when fireworks can be discharged, and made the following recommendations: 1) That City Council enact an ordinance to allow fireworks exclusively on July 4th from noon to midnight. 2) That City Council enact an ordinance imposing a \$1,000 administrative fine on individuals possessing, selling, or discharging illegal fireworks.

City staff concurs with the Public Safety Commission's recommendations, and have brought forth an ordinance as such.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darrell J. George". The signature is written in a cursive style with a large initial "D" and "G".

Darrell J. George
City Manager



Granicus Platform

The leading content delivery platform for government

The Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of public meeting data. This foundation also includes the core of our content management, administration, and distribution tools that are leveraged in each Granicus suite. The platform includes free access to our APIs and SDKs to help you seamlessly connect your Granicus solution to systems in place at your organization.

On its own, the Open Platform can create a powerful website experience for citizens through a web portal. The platform includes the ability to upload and publish content, including videos, audio, and documents. It includes the iPad app, iLegislate®, to view paperless agendas and related meeting videos. Live video webcasting can easily be added to the Granicus Open Platform through our encoder.

Fully hosted, cloud-based foundation for all Granicus Suites

- Cloud-based content delivery platform that expands as your needs grow
- Manage and store unlimited public meeting data
- Upload and publish content including documents, videos and more
- Leverage an open architecture and connect with existing systems
- Get enterprise scalability through a world-class hosted infrastructure
- Create a paperless agenda environment with iLegislate® for the iPad

001

Features for Staff

- Unlimited content storage & distribution
- Open architecture & API
- Archived video editing & indexing
- Guaranteed availability & security
- World-class data centers
- Encoding appliance*
- Live event streaming
 - Intelligent media routing
 - Performance Accelerator*
- iLegislate®: mobile agenda iPad app

* Software module or hardware sold separately

Deliver important information to citizens through your website.

Create a powerful website experience for citizens

Improve your web presence by adding a centralized, up-to-date repository of public meeting information including meeting agendas, minutes and on-demand video. All information is available through a portal that matches the look and feel of your existing website. Citizens can easily subscribe to RSS feeds and receive notifications when new content is published online.

Reach audiences with on-demand video

Upload, index and publish archived videos to your website. Videos are encoded in H.264, allowing viewers to access media from mobile devices. Videos can easily be shared to social networking sites or embedded on other webpages through the player.

Leverage an open architecture and connect to in-house systems

The Granicus Open Platform Application Programming Interface (API) and Software Developer Kit (SDK), allows customers to integrate with, or expand upon, existing systems. Our API is fully documented and supported, providing customers with the flexibility to share data with other government solutions already in place.

Available to your entire organization, anytime, anywhere

The Granicus cloud allows for unlimited users and groups, secure login credentials, and controlled permissions, so your entire organization can access the service from anywhere with an internet connection. The cloud structure will also allow iLegislate, the digital agenda iPad app, to be automatically updated with the latest meeting agendas, simplifying distribution and increasing efficiency.

Benefits to Citizens

- Web portal
- RSS feeds for video & agenda
- Share syndication
- High resolution player (up to 480p) at 1000Kbps
- Flash and HTML5 video players
- Mobile device streaming & support*

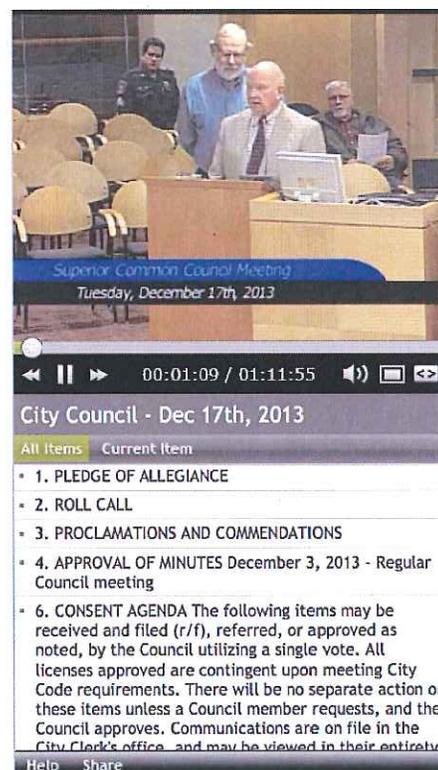
*Android support is available for Live and on-demand playback on newer devices only. Older devices support only on-demand playback.

Rapid Platform deployment - no up-front setup costs

Our professional services team has made it incredibly easy for you to get started. The Granicus cloud-based infrastructure allows your agency to get up and running in no time. There is never any up-front cost or setup fee.

Deliver important information to citizens through your website.

Easily add the Granicus Encoding Appliance to your Open Platform solution and stream public meetings and events live through your website. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.



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 – OCTOBER 28, 2014

CALL TO ORDER The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Reilly called the meeting to order at 7:04 p.m.

RECORDATION OF ATTENDANCE The following were in attendance:
PRESENT: Fasana (arrived at 7:20 p.m.), Finlay (left at 9:28 p.m.), Kang, Paras-Caracci, Reilly
ABSENT: Finlay
ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching

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

PLEDGE TO THE FLAG Christian Mah led the Pledge of Allegiance to the Flag.

MOMENT OF REFLECTION A moment of reflection was observed.

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

SPECIAL ITEMS
Recognition – Juliana Bago 100th Birthday Mayor Reilly introduced and congratulated Mrs. Juliana Bago, and presented her with a cake, flowers, and certificate in recognition of her 100th birthday.
Steve Hernandez stated Mrs. Bago is a great joy, and lives a healthy life.

Recognition – Christian Mah Eagle Scout Project Cesar Monsalve introduced Christian Mah and described his Eagle Scout project of refurbishing portions of the fence at the former hockey rink. Mayor Reilly presented him with a certificate, and congratulations were extended.

Recognition – Victor Valenzuela NAACP Civic Award recipient Mayor Reilly introduced Duarte Head Boxing Trainer Victor Valenzuela, congratulated him for receiving the NAACP Civic Award, and noted all the certificates and awards he received were displayed on the stage.

Recognition – Duarte CVS Pharmacy – Tobacco-free store Mayor Reilly introduced Duarte CVS Pharmacy General Manager Tyrone Johnson, and presented him with a certificate in appreciation of CVS' corporate decision to be tobacco-free, and its health care promotion and commitment.

Public Safety update Brian Villalobos presented the monthly public safety update, stated Captain Mauldin has been transferred, Captain Coronne Jacob is the new captain, and provided an overview of the City's

emergency and earthquake preparedness process, including social services, public education, specialized response, coordinated planning/response, regional collaboration, emergency communications, emergency operations center, and recent events.

Mayor Reilly suggested considering Item 12.B (Special Olympics) after Item 6.G (Message board unveiling). Paras-Caracci moved, Finlay seconded to amend the Agenda as suggested, and carried unanimously.

Redevelopment dissolution
update

There were no update reports presented pertaining to redevelopment dissolution.

Message Board unveiling

George thanked City Council for appropriating funds for the new message board, thanked staff and the contractor, and stated staff is excited about making information available to the public through the message board. Craig Hensley introduced Public Works Manager Rafael Casillas, who oversaw the project.

RECESS

Mayor Reilly called a Recess at 8:03 p.m. so City Council and meeting attendees could view the new message board sign. City Council reconvened at 8:16 p.m., with all members present.

BUSINESS ITEM

Special Olympics – Host Town

Karen Herrera presented a staff report about the possibility of the City participating in the Host Town Program for the Special Olympics World Games Los Angeles 2015, a three-day program from July 21-24, 2015, and discussed collaborating with APU, the city of Glendora, and possibly the city of Azusa.

Joann Klonowski and Wendy Mathis, Special Olympics, presented a video and provided information about the Host Town Program, and answered questions from City Councilmembers.

Paras-Caracci moved, Kang seconded to direct staff to move forward and pursue the City's formal participation in the Special Olympics World Games Los Angeles 2015 Host Town Program, and carried unanimously.

Steve Hernandez stated he is excited that we are going to do this, and our City goes beyond our limits.

ANNOUNCEMENTS

Jan Wight, Friends of the Duarte Library, announced Wine Down With Friends on November 5 at D'Aquino Imports.

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

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

Mayor Reilly announced Duarte Elks Club Veterans Day Lunch on November 11.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.

Jack Ochoa – Lighting on trail.

Steve Hernandez – USS Evans.

CONSENT CALENDAR

Kang moved, Finlay seconded to approve the Consent Calendar as follows, and carried unanimously.

Approve Items A, B, C, G.

Remove Items D, E, F.

ITEMS REMOVED

Item D – MOU Duarte Historical Society – Museum

Karen Herrera presented a staff report about the proposed MOU with the Duarte Historical Society, including background, highlights, fiscal impact, and \$2,500 annual budget for the Museum.

There was discussion about the importance of the museum to our City and its history, inquiries about funding, other community groups requests for funds, request for representatives from the Historical Museum to attend Council Meeting, the need for a bigger understanding of the plan, and the fact that the facility is on City owned land at a City park.

Fasana moved, Paras-Caracci seconded to approve the MOU, and to have representatives from the Historical Museum attend a future meeting.

There was further discussion about the need for a schedule as to what needs to be done in the future, annual financial statement, and future needs assessment.

Fasana withdrew his motion. Paras-Caracci accepted the withdrawal.

Fasana moved, Paras-Caracci seconded to allocate \$2,500 at tonight’s meeting for the repair, and to discuss the MOU at a future meeting.

Jack Ochoa stated he is an unofficial board member of the Duarte Historical Society, he is helping them to get 501(c)3 status, and he is committed to helping them move forward.

Fasana moved, Paras-Caracci seconded to reconsider the motion.

ITEM D – Approved

Fasana moved, Finlay seconded to authorize the City Manager to execute a Memorandum of Understanding with the Duarte Historical Society for the operation and maintenance of the Museum, to approve the \$2,500 allocation, and to receive a follow-up report at a future Council Meeting, and carried by the following Roll Call vote:

AYES: Kang, Finlay, Fasana

NOES: Paras-Caracci, Reilly

Item E – MOU with Cal South Soccer Association–Futsal court

Cesar Monsalve presented the staff report about the proposed MOU to construct a futsal and multi-sport court facility.

ITEM E – Approved

Fasana moved, Paras-Caracci seconded to authorize the City Manager to execute a Memorandum of Understanding with Cal South Soccer Association to construct a futsal and multi-sport court facility, and carried unanimously.

Item F – Agreement – CGI Communication, Inc. – Videos

George presented the staff report about the proposed Agreement to participate in the 2014 Community Showcase Video Program, and answered questions from Councilmembers pertaining to

time frame.

ITEM F – Approved

Finlay moved, Paras-Caracci seconded to authorize the City Manager to execute an Agreement with CGI Communications, Inc., to participate in the 2014 Community Showcase Video Program, and carried unanimously.

BUSINESS ITEM (Continued)
NLC Voting Delegate
11/22/14 – Austin, Texas

Fasana moved, Kang seconded to designate Councilmember Finlay as the Voting Delegate for the National League of Cities 2014 Congress of Cities and Exposition Annual Business Meeting, November 22, 2014, in Austin, Texas, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

FINLAY: Stated she received calls about the number of homeless persons and trash in the river bed, and she is leaving the meeting early (9:28 p.m.) to attend the JPIA Conference.

PARAS-CARACCI: Stated the new message sign is fabulous, the Family Race was amazing, attended the farewell reception for Pam Kawasaki and thanked her for her service to the School District, and stated she will attend the JPIA Conference this week.

KANG: Stated the Amazing Race was awesome, thanked Code Compliance officers for helping out, he saw a smaller version of the Special Olympics at USC, and stated the message sign is awesome.

FASANA: Attended Santa Teresita's annual gala, and congratulated them on their success.

GEORGE: Announced joint community meeting with City of Hope on October 30, stated the Joint City Council/School Board meeting will be on November 13 at 5:00 p.m., audio-visual construction will begin in this room soon, and the next three City Council meetings will be held at the Senior Center.

REILLY: Stated the Amazing Family Race was a wonderful experience and thanked the committee, attended the open house at Chase with the San Gabriel Valley Economic Partnership, at Conversation with the Mayor, tagging was discussed, we need to keep an eye on that, and attended the Gold Line light rail completion ceremony and displayed the e-clip.

ADJOURNMENT

The meeting was adjourned at 9:40 p.m. in memory of Eleanor David, Pat Esquivel, Kenneth Aramburo, Danny Oliver, Michael David Davis, Jr., Alex Romo, Sr., and Jesus Garcia Sanchez.

Mayor Elizabeth Nowak Reilly

ATTEST:

City Clerk

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: November 11, 2014
Subject: Approval of a Land Lease Agreement between the City of Hope and the City of Duarte for a Community Garden/Sustainable Garden Project located at 2144 Buena Vista Street

Recommendation

It is recommended that the City Council approve a land lease agreement between the City of Hope and the City of Duarte for an 8,000 square foot Community Garden/Sustainable Garden Project located at 2144 Buena Vista Street and authorize the City Manager to execute the document on behalf of the City.

Background

Over the years, the Duarte City Council, in fulfilling its mission as “the City of Health,” has considered the creation of a Community Garden. One of the main purposes behind a community garden project is to encourage and accommodate families or individuals that would like to grow their own fruits, vegetables, herbs, etc. but do not have a backyard or balcony large enough to do so. The proposed City of Duarte Community Garden is being looked at for the site of 2144 Buena Vista Street, an approximate 8,000 sq. ft. parcel owned by the City of Hope. The parcel is part of the old Buena Vista Pavilion Rose Float Building area.

The garden will be divided up into approximately 54, 3 ft. x 10 ft. individual, raised plots, 16 are for the City of Hope Research Garden and 1 space that is ADA compliant. (See Attachment A). Basic elements of a community garden project include final design work, public input and outreach, irrigation, parking, tool shed, compost bins, refuse and yard waste disposal/recycling, and signage. Many City partners are already stepping up or have expressed interest in assisting with the project. For example, the Upper San Gabriel Valley Municipal Water District (USGVMWD) has donated the concept design and the cost associate with the construction of the 2500 sq. ft. sustainable garden, and the City of Hope is providing the land, covering the site's monthly water costs and maintaining the sustainable garden portion.

The next step in the project is to execute a lease agreement for the usage of the land with the City of Hope for the usage of the land.

Discussion

The Agreement before the City Council memorializes the project components and each entities responsibility. (See Attachment B). Key elements of the agreement are as follows:

- Rent - \$1 per year
- Term – 36 months with renewal or termination by mutual consent
- City of Hope will provide water and sustainable garden maintenance

- City maintains general liability insurance

Project Timeline

The agreement with the Upper San Gabriel Municipal Water District requires that the Sustainable Garden project be completed by April 2015. The Community Garden project will be completed as soon as possible, dependent upon staffing and ability to solicit necessary funds to pay for the project. The public input and outreach process has commenced with a presentation to the Parks and Recreation Commission on September 8th followed by discussions at two Council meetings in addition to the recent City of Hope Community meeting. Staff is currently preparing for a presentation to the City's Architectural Review Board for the final Sustainable Garden plan.

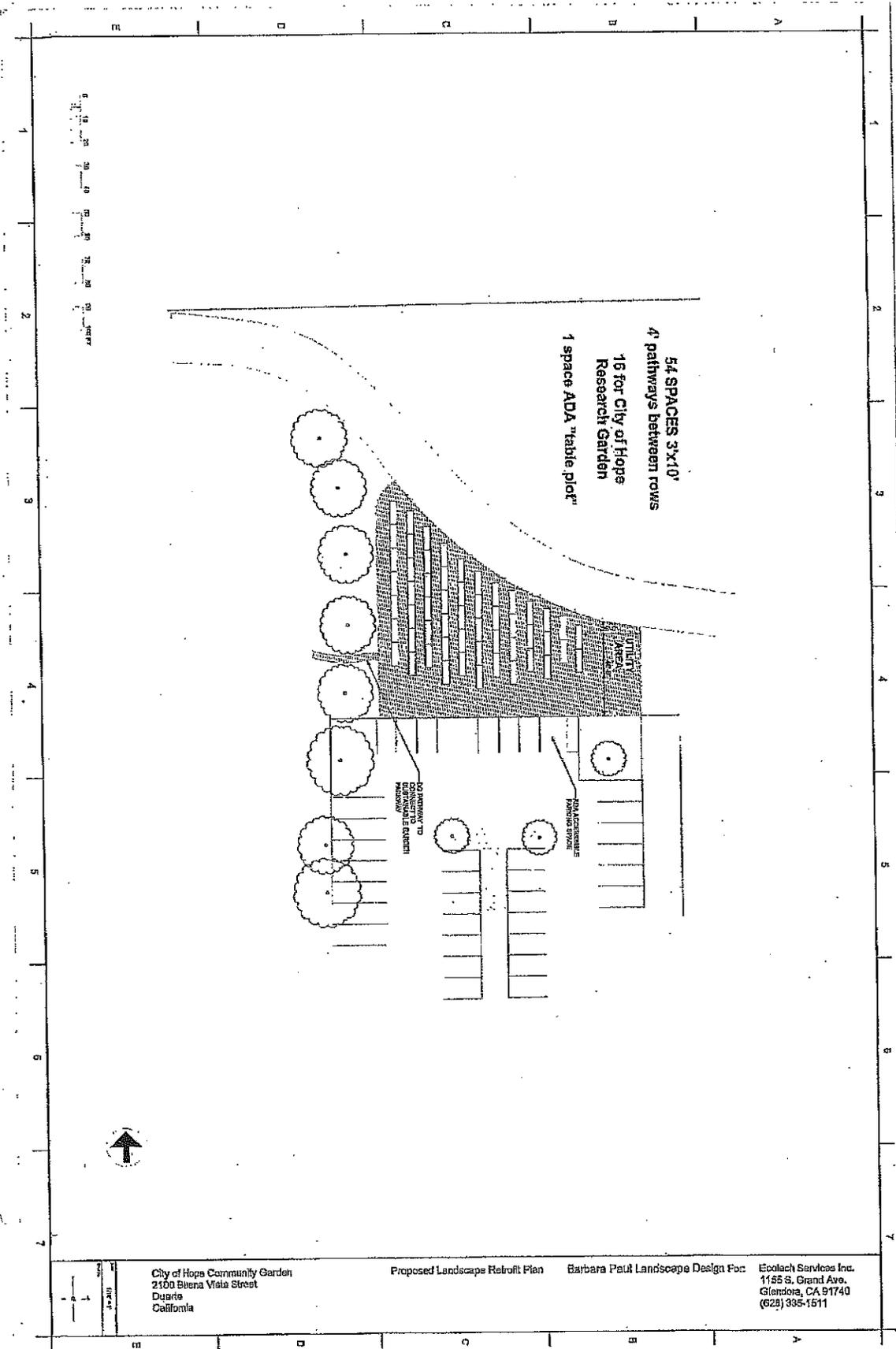
Fiscal Impact

Costs associated with the design and development of a Community Garden/Sustainable Garden project could range up to \$75,000 or higher. To date, the City has obtained a \$25,000 grant from the Upper San Gabriel Valley Municipal Water District, and the City of Hope has donated the land; committed to covering project water costs and providing ongoing maintenance of the sustainable garden portion. Ideally, other costs associated with the Community Garden project would be covered via sponsorship or other successful grant applications.

Attachments

Attachment A – Community Garden/Sustainable Garden Site Maps
Attachment B – Community Garden Land Lease

Exhibit "A-1"



COMMUNITY GARDEN LEASE

THIS COMMUNITY GARDEN LEASE ("**Lease**") is dated as of November 11, 2014 ("**Effective Date**"), between City of Hope, ("**Landowner**") and City of Duarte, a municipal government ("**Sponsor**"). Landowner and Sponsor are each referred to herein individually from time to time as a "**Party**" and collectively, as the "**Parties**".

RECITALS

A. Sponsor is a municipal government whose mission is to, with integrity and transparency, provide exemplary public services in a caring and fiscally responsible manner with a commitment to its community's future. In line with its mission, Sponsor wishes to develop and operate a community garden (the "**Garden**").

B. Landowner is willing to lease land to Sponsor for the purpose of developing and operating the Garden on the terms described in this Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landowner and Sponsor hereby agree as follows:

1. **PARCEL, TERM AND RENT**

1.1. **Lease.** Landowner hereby leases to Sponsor and Sponsor hereby leases from Landowner the approximately 8,000-square foot parcel located at 2144 Buena Vista Street (the "**Parcel**"), as described and depicted in Exhibit A, which is attached hereto and incorporated herein by reference.

1.2. **Use.** Sponsor will use the Parcel for the sole purpose of developing and operating the Garden and to perform park programming, operations, and maintenance activities related and ancillary to the Garden. Among other programming activities, Sponsor shall assign community members with the privilege and responsibility to operate various plots in the Garden, including a drought tolerant demonstration garden.

1.3. **Term.** The term of this Lease is 36 months, starting on October 31, 2014 and ending on October 31, 2017 (the "**Term**"). This Lease will terminate upon the expiration of the Term, unless it is (1) extended or renewed by mutual consent of the parties, or (2) terminated by either party in the manner prescribed in Section 4, below.

1.4. **Rent.** On the Effective Date and on each annual anniversary thereof during the Term and each Renewal Term, if applicable, Sponsor will pay Landowner \$1 in annual rent, which shall constitute the full rent for the use of the Parcel for the following twelve month period.

2. **OPERATION AND MAINTENANCE OF PARCEL**

2.1. **Parcel As-Is.** Sponsor acknowledges that Landowner makes no representations, warranties, promises, or guarantees of any kind to Sponsor, including, without limitation, any representations about the quality, condition (including without limitation the environmental

condition), compliance with laws, or suitability of the Parcel for use as a Garden. In deciding to enter this Lease, Sponsor has made its own independent evaluation of the suitability of the Parcel for a Garden. Sponsor's taking of possession of the Parcel shall be deemed to be an acceptance by Sponsor of the condition of the Parcel and its suitability for Sponsor's intended use.

2.2. **No Landowner Responsibilities.** Sponsor has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcel, including, without limitation, obtaining any permits required for operating a Garden. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support unless specified in this agreement.

2.3. **Compliance With Laws.** Sponsor will use and operate the Parcel and the Garden in compliance with all applicable zoning, environmental, and other laws and regulations.

2.4. **Garden Rules.** Sponsor will operate the Garden in accordance with a set of garden rules substantially in the form attached as Exhibit B. Sponsor will require all persons to whom it licenses plots to enter into a gardener agreement and waiver of liability substantially in the form attached as Exhibit C.

2.5. **No Alterations.** Sponsor may not make or permit any alterations or improvements to the Parcel without Landowner's prior written consent, except for the shed contemplated by Section 2.7 and fences, raised beds, benches, bicycle racks, picnic tables, irrigation systems, and other features common to gardens. On the expiration or termination of this Lease, all improvements and alterations to the Parcel will belong to Landowner, except for sheds, fences, and other non-permanent improvements, and Landowner will have no obligation to reimburse Sponsor for the costs of the installation of the features that remain on the Parcel. If, prior to the expiration of the Term or Renewal Term, if applicable, Landowner notifies Sponsor that it is required to remove or demolish any or all of the improvements and alterations, Landowner shall remove or demolish such improvements or alterations prior to the expiration of the Term or Renewal Term. Sponsor shall reimburse Landowner for actual costs and expenses incurred in removing or demolishing any improvements.

2.6. **Equipment and Structures.** If Sponsor keeps equipment or tools on the Parcel, Sponsor must install a tool shed and make a reasonable effort to keep tools stored away when not in use for gardening.

2.7. **No Assignments.** Sponsor may not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, or sublet or allow the Parcel or any part of the Parcel to be used or occupied by others, except by persons maintaining a plot and who are party to the gardener agreement contemplated by Section 2.4. Any attempted transfer in contravention of this Section 2.8 is void ab initio and is a default under this Lease.

2.8. **Right of Inspection.** Landowner may enter the Parcel at all reasonable times to inspect the Parcel and evaluate whether Sponsor is in compliance with the terms of this Lease, and for the purposes of taking any other actions Landowner deems appropriate to protect Landowner's interest in the Parcel, or to offer the Parcel for sale. Sponsor will provide a key to any gate to the Parcel to Landowner. This Section 2.9 does not impose any duty on Landowner to inspect the Parcel, report to Sponsor the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

2.9. **Liens.** Sponsor will not incur, create, assume, or permit the creation of, any lien on any portion of the Parcel (including any mechanic's or material men's liens). Sponsor will keep the Parcel clear of any and all liens arising out of any work performed or materials furnished to Sponsor for or at the Parcel, and any other obligations Sponsor incurs.

2.10. **Commercial Enterprise Prohibited.** Sponsor will not undertake or allow the undertaking of any commercial enterprise, including but not limited to sales of produce, on the Parcel.

3. **EXPENSES**

3.1. **Utilities.** Sponsor shall be solely responsible for obtaining and paying for all electricity, heat, sewage, storm sewer, or any other utility service used on the Parcel during the Term; provided, however, that as a community benefit, Landowner shall be solely responsible for providing and paying for all water utility services during the Term and each Renewal Term.

3.2. **Taxes.** Landowner will have sole responsibility for all property tax payment obligations relating to the ownership of the Parcel required by any federal, state, or local tax authority. Sponsor will have sole responsibility for all tax payments required by any federal, state, or local tax authority in connection with Sponsor's operations or use of the Parcel. Sponsor will have sole responsibility for paying all personal property taxes or assessments levied on Sponsor's personal property on the Parcel and all income or sales taxes that result from Sponsor's operations on the Parcel. Landowner agrees to cooperate with Sponsor to receive any tax abatements, exceptions, or other exclusions for which Sponsor may qualify.

3.3. **Fencing and Designated Landscape and Garden Areas.** Landowner shall have the sole and absolute right to designate landscape and garden areas on the Parcel, including, but not limited to, its own garden, which shall not exceed 500 square feet, and will maintain such designated landscape and garden areas, if any are so designated. Landowner may obtain and install perimeter fencing for the Garden. Sponsor will have no obligation to reimburse Landowner for such fencing system that shall have a lock and be designed to prevent entrance outside of regular operating hours. Sponsor also agrees to maintain at its sole expense the approximate 2500 sq. ft. sustainable garden.

4. **TERMINATION**

4.1. **At Will.** This Lease may be terminated at any time by either Landowner or Sponsor. Such a termination will be effective three months after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1.

4.2. **Breach by Sponsor.** If Sponsor breaches any of its duties or obligations under this Lease, Landowner may provide Sponsor with written notice of the breach. If Sponsor fails to cure the breach within 30 days after receipt of such notice, Landowner may terminate this Lease by providing written notice, with the termination date effective 15 days after delivery of such notice to Sponsor. Landowner will, in its sole discretion, determine whether the breach has been cured.

4.3. **Cooperate in Transition.** Upon termination or expiration of this Lease, the rights of Sponsor under this Lease will immediately, automatically, and without consideration terminate and revert to Landowner. Sponsor and Landowner will cooperate in good faith in reasonable transition activities with Landowner prior to and after termination of this Lease in order to minimize impact on the community and Landowner's use of the Parcel.

4.4. **Personal Property.** If Sponsor or any guest or invitee of Sponsor leaves any of its personal property on the Parcel after the termination of this Lease, Landowner may store it at a warehouse or any other location for Sponsor's account and at Sponsor's account and risk. Landowner will release the property only when Sponsor pays all charges relating to storage and all other amounts Sponsor owes under this Lease. If Sponsor does not reclaim its property within the period permitted by law, Landowner may sell it in accordance with the law and apply the proceeds of the sale to any amounts Sponsor owes Landowner under this Lease, or retain Sponsor's property, granting Sponsor credit for the reasonable value of Sponsor's property against any amounts owed by Sponsor to Landowner.

4.5. **Holding Over.** If Landowner terminates this Lease, any holding over by Sponsor after termination of this Lease without Landowner's express written consent is not a renewal or extension of the Lease and will not give Sponsor rights in or to the Parcel.

4.6. **Cumulative Remedies.** All of Landowner's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair Landowner's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

5. INDEMNITY AND WAIVER OF LIABILITY

5.1. **Indemnification.** Sponsor will defend, indemnify, and hold Landowner and Landowner's directors, officers, employees, agents, and assigns (Landowner and such persons are referred to collectively as "**Landowner Parties**"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "**Losses**"); including, without limitation: (i) Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Sponsor or any of Sponsor's licensed gardeners, employees, contractors, family members, guests, invitees or any other person in a relationship with Sponsor or Sponsor's licensed gardeners or otherwise participating in or present in the Garden (Sponsor and such persons are referred to collectively as "**Sponsor Parties**"), which may arise directly or indirectly from (a) Sponsor Parties' use or operation of or presence on the Parcel, or (b) any breach by Sponsor of this Lease, including, without limitation, Sponsor's failure to enforce garden rules and regulations, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landowner; and (ii) Losses arising from the sale, distribution, consumption or disposal of any produce grown or otherwise produced on the Parcel. This Section 5.1 will survive any termination of this Lease.

5.2. **Waiver of Liability.** Sponsor releases and waives all claims against any Landowner with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Sponsor from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landowner; (b) any loss or damage or injury to any property on or about the Parcel belonging to Sponsor, except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by Sponsor and is caused by gross negligence or willful misconduct of such Landowner; or (c) the condition of the Parcel and suitability of the Parcel for use as a Garden. Subject to the prior provisions, Landowner shall not be liable for any damage or damages of any nature whatsoever to Sponsor caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Sponsor Parties or any other person on the Parcel. In

addition, Landowner shall not be liable for any Losses for which Sponsor is required to insure. This Section 5.2 will survive any termination of this Lease.

6. INSURANCE

6.1. **Insurance.** Sponsor will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an "occurrence" basis and not a "claims made" basis.

6.2. **Evidence of Insurance.** On or before Landowner delivers possession of the Parcel to Sponsor, Sponsor will provide Landowner with a copy of the insurance policies required by Section 6.1. Sponsor will deliver to Landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Sponsor may deliver to Landowner a certificate of insurance evidencing Sponsor's insurance policies, provided that Landowner also receives a copy of the endorsement naming Landowner as an additional insured.

6.3. **Nuisance.** Sponsor shall keep the Parcel and every part thereof in a clean and wholesome condition, free of any objectionable noises, odors or nuisances. Sponsor shall fully comply with all health and police regulations in all respects and at all times. Sponsor shall not do or permit anything to be done in or about the Parcel which will in any way obstruct or interfere with the rights of neighboring property owners or other occupants of premises near or adjacent to the Parcel, or injure or annoy them or use or allow the Parcel to be used for any unlawful or objectionable purpose, nor shall Sponsor cause, maintain or permit any nuisance in, on or about the Parcel. Sponsor shall not commit or suffer to be committed any waste in or upon the Parcel. Sponsor shall not use or store any hazardous materials in or about the Parcel; provided, however, that Sponsor may use common garden pesticides in the Garden and store them on the Parcel, so long as such pesticides are not prohibited by any applicable laws or regulations. Sponsor shall not burn any trash or garbage of any kind in or about the Parcel. Pets and other animals are not allowed in the Parcel, except for service dogs.

7. GENERAL PROVISIONS

7.1. **Entire Agreement.** This Lease is the entire agreement between Landowner and Sponsor and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landowner and Sponsor relating to the same subject matter.

7.2. **Modification and Severability.** This Lease may be modified only as stated in a writing signed by both Landowner and Sponsor which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3. **Waiver.** Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

7.4. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or email executed PDF versions of this document in counterparts constitutes effective delivery.

7.5. **Third-Party Beneficiaries.** Except as specifically provided in Section 5 of this Lease, this Lease is for the exclusive benefit of Landowner and Sponsor, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Sponsor. All Landowner Parties are an express third party beneficiary of Section 5.

7.6. **Notices.** Notices and consents under this Lease must be in writing and delivered by mail, courier, or fax to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 7.4 will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.

7.7. **Governing Law; Jurisdiction and Venue.** This Lease is governed by California law. Sponsor consents to the exclusive jurisdiction and venue of the state and federal courts of Los Angeles County, California.

[END -- SIGNATURES AND EXHIBITS APPEAR ON FOLLOWING PAGES]

This Lease is signed by Landowner and Sponsor as of the Effective Date.

LANDOWNER

SPONSOR

By: _____
[insert printed Name of Signatory]

By: _____
[Darrell J. George]

Title: _____

Title: City Manager

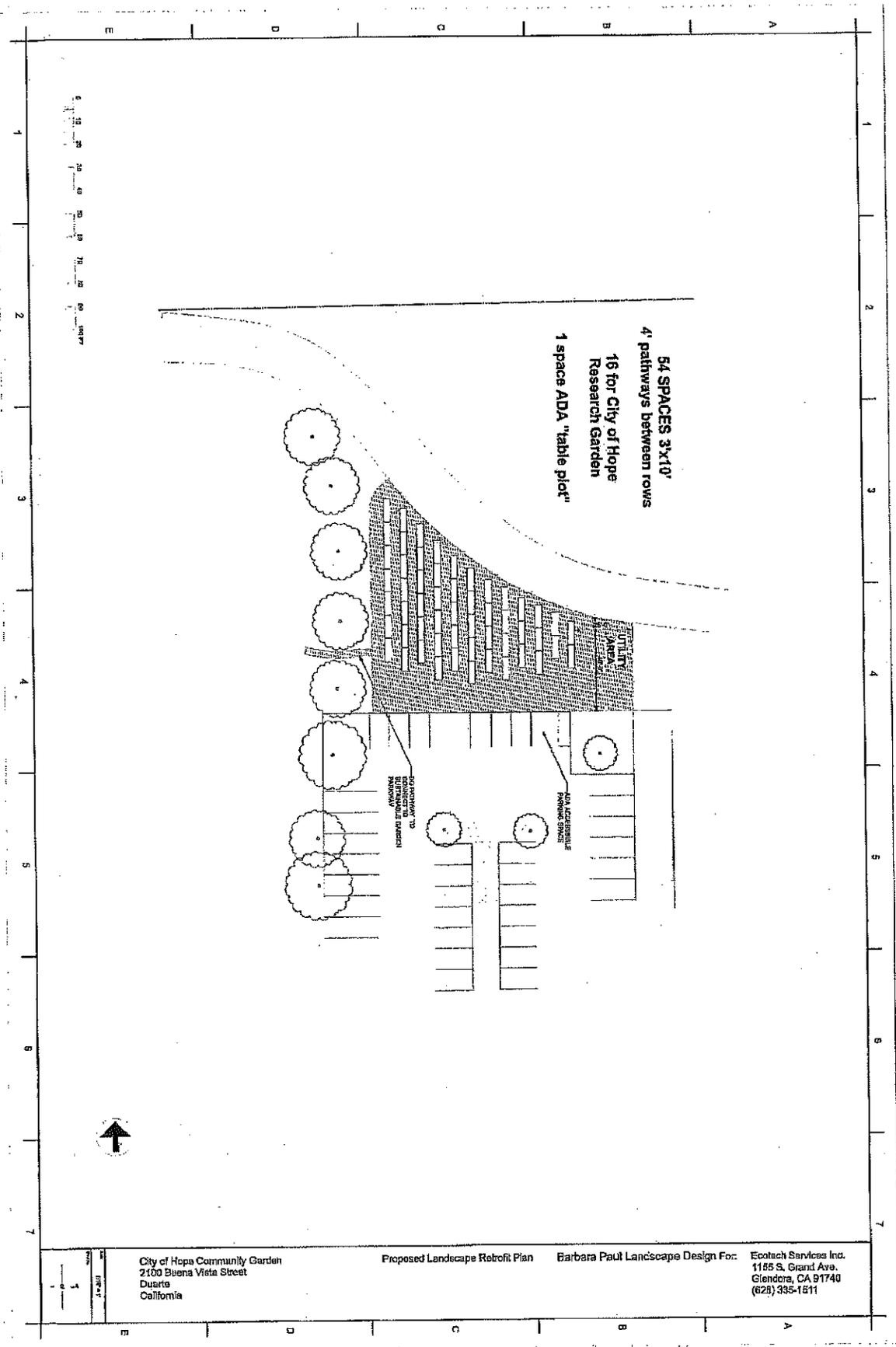
Date: _____

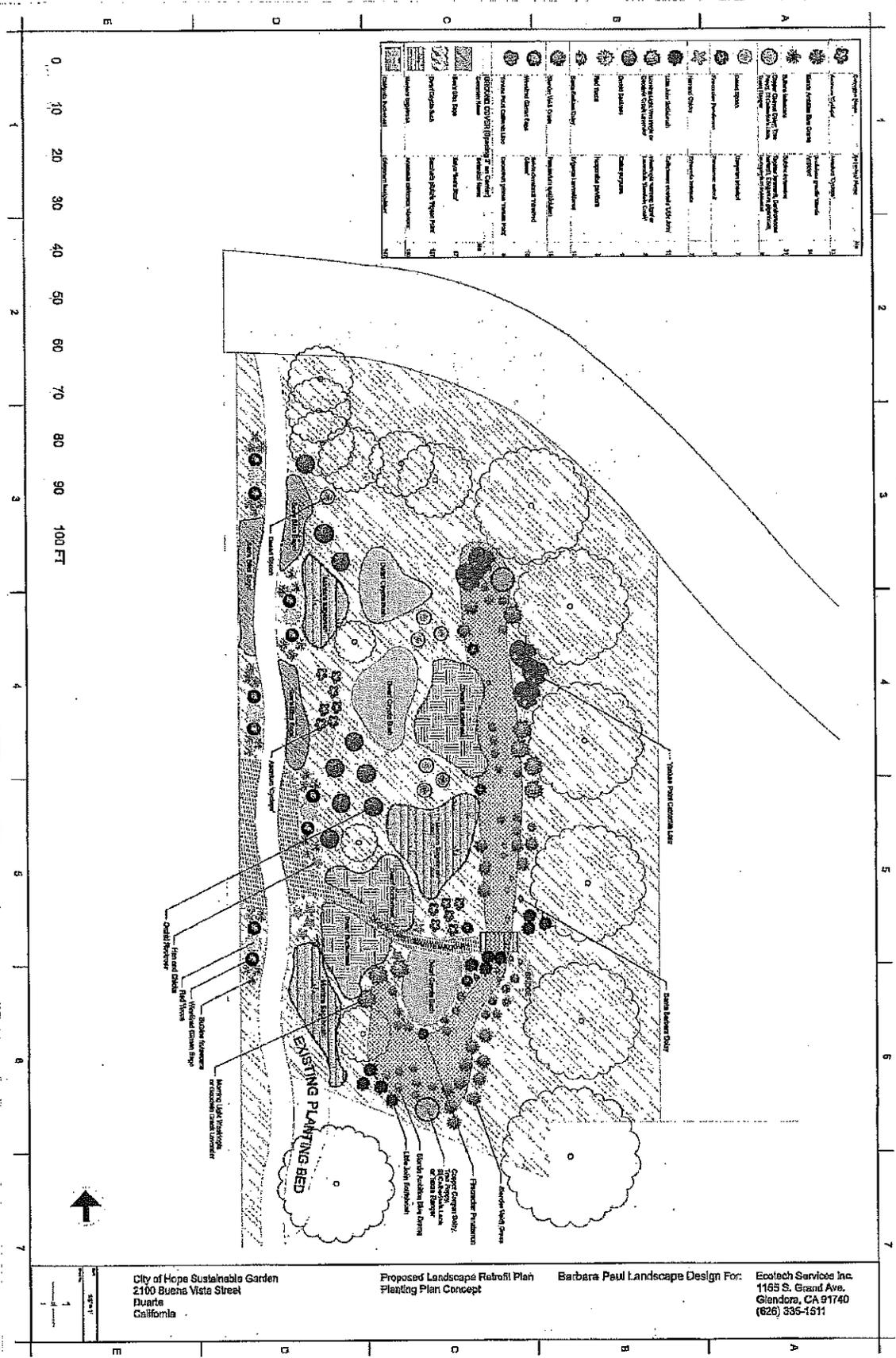
Date: November 11, 2014

Exhibit "A"

Legal Description and Depiction of Parcel

Exhibit "A-1"





City of Hope Sustainable Garden
 2100 Buena Vista Street
 Duarte
 California

Proposed Landscape Retrofit Plan
 Planting Plan Concept

Barbara Paul Landscape Design For:

Ecotech Services Inc.
 1165 S. Grand Ave.
 Glendora, CA 91740
 (626) 335-1611

Exhibit "B"

Form of Garden Rules and Regulations

Exhibit B
Community Garden Guidelines and Rules

- I will pay a fee of \$10 deposit, \$25 annual fee resident, and \$100 for non-residents to help cover garden expenses.
- I will have something planted in the garden by _____ and keep it planted all summer long. (Date)
- If I must abandon my plot for any reason, I will notify the garden leadership.
- I will keep weeds at a minimum and maintain the areas immediately surrounding my plot if any.
- If my plot becomes unkempt, I understand I will be given 1 week's notice to clean it up. At that time, it will be re-assigned or tilled in.
- I will keep trash and litter out of the plot, as well as from adjacent pathways and fences.
- I will participate in the fall cleanup of the garden.
- I will plant tall crops where they will not shade neighboring plots.
- I will pick only my own crops unless given permission by another plot user.
- I will not use fertilizers, insecticides or weed repellents that will in any way affect other plots.
- I agree to volunteer hours toward community gardening efforts.
- I will not bring pets to the garden.
- I understand that neither the garden group nor owners of the land are responsible for my actions. I THEREFORE AGREE TO HOLD HARMLESS THE GARDEN GROUP AND OWNERS OF THE LAND FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

Application Forms

Name(s):

Address, City, Zip:

Telephone Number:

Days:

Evenings:

Site Preference:

- 1.
- 2.
- 3.
- 4.

Size of plot. (list choices available)

Season:

Exhibit "C"

Form of Gardener Agreement and Waiver of Liability

**City of Duarte
Community Services Department**

Community Garden Activity Form and Waiver of Liability

Last Name _____ First Name _____ Plot # _____

Address _____ City _____ Zip _____

Phone _____ Phone _____ Emergency Phone _____

Will anyone else be working on the garden plot? (Circle one) YES NO

(If yes, please fill out an additional Activity Form and Waiver of Liability Form with the additional person's information)

PLEASE READ AND SIGN BELOW

It is understood that I (the participant) cannot participate in the activities until this WAIVER form has been completed.

For and in consideration of permitting THOSE LISTED ON THE Activity FORM to participate in the COMMUNITY GARDEN PROGRAM, organized and sponsored by the City of Duarte in the County of Los Angeles, the undersigned hereby voluntarily forever releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death, occurring to the Undersigned out of the participation of said program or any activities thereto; wherever, or however the same may occur and whatever period said activities may continue, and the Undersigned does for himself/herself, his/hers heirs, executors, administrators, and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for himself/herself, and for his/hers heirs, executors, administrators or assigns shall not prosecute present any claim for personal injury, property damage or wrongful death against the City of Duarte, the City of Duarte Public Services Department or any of its officers, agents, servants, or employees (hereinafter referred to as "Releases") for any of said causes of action including, but not limited to, losses caused by the passive or active negligence of the Releases. The Undersigned acknowledges, understands and assumes the risks, if any, arising from the conditions of the various recreational facilities, community garden plots, athletic fields and adjacent school or park grounds and parking lots; and acknowledges and understands that this City waiver includes, but is not limited to, any action or cause of action arising from (1) the performance, or failure to perform, maintenance, inspection, supervision, control or security of said areas, (2) the failure to warn of dangerous conditions as existing on or near said locations, or (3) any hidden, latent or obvious defects or dangerous conditions existing on or near said locations.

IT IS THE INTENTION OF THOSE LISTED ON THIS ACTIVITY FORM BY THIS INSTRUMENT TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES.

I have read and hereby agree to abide by the CITY OF DUARTE Community Garden Rules and Procedures. I further acknowledge that my participation in the CITY OF DUARTE Community Garden Program will be in jeopardy should I fail to adhere to the rules. I give permission to the CITY OF DUARTE to photograph me or my children participating in the programs for use in future City publications and understand that I will not receive any compensation for such use. Furthermore, we give our permission to have the above-named participant treated in the event of accident or illness.

SIGNATURE _____ DATE _____

OFFICE USE ONLY

| Date | Staff Name | Rebate # | Check/M.O. # | Total | Plot # |
|---------------|------------|----------|--------------|-------|--------|
| | | | | | |
| Term of Lease | | | | | |
| Comments | | | | | |



MEMORANDUM

To: Mayor and City Council

From: Teresa Renteria, Assistance Civil Engineer

Date: November 4, 2014

Subject: Release of Bond Account Agreement in connection with Tract # 62030 at 2351-2435 Huntington Drive, Duarte CA

RECOMMENDED ACTION

All subdivision improvements for Tract #62030 have been completed to the satisfaction of the Engineering/ Public Works office, therefore staff recommends that the City Council release the cash bond deposit for the amount of \$149,216.00 to Mr. Patel of AHSU, LLC.

BACKGROUND

On May 2007, the City of Duarte entered into a subdivision agreement for the development of 51 units where the sub-divider provided performance and labor security bonds in the amount equal to 100% of the estimated cost of the public improvements. This bond was reduced from \$842,439.00 to \$149,216.00 throughout the years after thorough review and inspection of completed public improvements.

Following the reduction of the bonds, the developer opted to replace the bond amount of \$149,216.00 with a certificate of deposit jointly held with the City of Duarte for the same amount and solely served as a substitute for the bonding requirements.

All conditions for the public improvements have been met and work has been completed to the satisfaction of the Engineering/ Public Works office.

DISTRIBUTION: Community Development Director
City Clerk
Staff

RESOLUTION NO.

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

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

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

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

WHEREAS, the City of Duarte may cast its two votes for a representative by resolution no later than December 16, 2014, at 12:00 p.m.;

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

PASSED, APPROVED, and ADOPTED this 11th day of November, 2014.

Mayor Liz Reilly

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 14-27 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 11th day of November, 2014, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California



San Gabriel Basin Water Quality Authority

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

October 24, 2014

RECEIVED
OCT 27 2014
CITY OF DUARTE

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

Dear City Manager:

The nomination period for the election of the WQA board member and alternate representing cities without water pumping rights was closed on October 21, 2014 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, and a list of cities without pumping rights and the number of votes each is entitled.

Each city may cast their votes for only **one** of the listed nominees in the form of a resolution. **The resolution must be received at the above address by December 16, 2014 at 12:00 p.m. via hand delivery, certified mail, FedEx, or UPS WITH SIGNATURE REQUIRED.**

ANY RESOLUTIONS THAT ARE RECEIVED AFTER 12:00 P.M. ON DECEMBER 16, 2014 WILL NOT BE ACCEPTED.

Our office hours are Monday through Friday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Votes will be officially counted during the Water Quality Authority's regular meeting on December 17, 2014 at 12:00 p.m.

Each city has one vote for each 10,000 residents or majority thereof, as determined by the 2010 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Please note that a city must cast all of their votes to only one candidate and cannot split their votes. Please also note that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

If you should have any questions, please contact me at (626) 338-5555 or by email at Stephanie@wqa.com

Sincerely,

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



AGENDA MEMO

TO: CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: Los Angeles County Department of Children and Family Services
Request for City Co-Sponsorship

DATE: 11/11/14

RECOMMENDATION: That the Duarte City Council, by motion, co-sponsor the Los Angeles County Department of Children and Family Services (DCFS) East County Foster Care and Adoption Recruitment Event on Saturday, February 21, 2015.

BACKGROUND: DCFS is requesting the City of Duarte officially co-sponsor its recruitment event designed to identify foster and adoptive families on Saturday, February 21, 2015 at Citrus College.

DISCUSSION: DCFS provides a myriad of services including "Share Your Heart LA" which is administered through the DCFS Adoption and Permanency Resources Division. This division strives to recruit, study, prepare and support foster and adoptive families who can provide healthy, stable, loving temporary and permanent homes to children that cannot safely live with their birth parents.

In terms of co-sponsorship, the City may provide volunteers, access to City marketing venues, create a press release, etc. They are also requesting to use the City logo on all outreach materials associated with the event. Additionally, DCFS would also like to request the City's assistance in securing the Los Angeles County Sheriff's Department attendance at the event for educational purposes.

FISCAL IMPACT: None

ATTACHMENT: East County Foster Care and Adoption Recruitment Event meeting minutes and email communication

East County Foster Care and Adoption Recruitment Event

Notes from October 3, 2014

Our Cities Have a Heart for Children Who Need a Home

Current cities participating are: Azusa, Glendora, West Covina, Covina, Duarte

An outreach event has been scheduled for February 21, 2015, from 11:00 AM – 1:00 PM at Citrus College at the College Campus Center. Lil Sass has reserved both wings and the room should hold up to 125 people. Our goal is to have 60 families attend with a minimum of 30 families signing up for an Orientation with either DCFS or a partnering Foster Family Agency (FFA).

Below are activities that need to be completed before our next meeting which is Friday, November 7th at Citrus College. We will discuss room layout at that time. Specifics and parking will be forthcoming from either Lil or Bobby.

| Activity | Name of person(s) to complete activity |
|--|--|
| Obtain a booth for October 11 th Golden Days and create a 'Save the Date' flyer to pass out. Check with Stephanie from Bienvenidos if they want to staff the 12 th and if so, reserve a booth for both days (Contact person Joe Jacobs (626) 812-5200) | Ivonne |
| Insure room set up for panel, video, food, etc. | Lil |
| Create 1,000 flyers and 25 posters to promote the event. Send an e-mail to all partners with a deadline date to send their logo to be included in the flyer. Develop a Purchase Order Request for the flyers and posters | Ivonne and Angela |
| Invite the Azusa Ministerial Alliance to attend the next meeting | Mayor Rocha and Bobby |
| Contact the Sheriff's office and see if they will support the event and how (maybe send a liaison to the next meeting) or at least put up flyers and posters | Mayor Reilly |
| Contact the Police Dept. of your city and see if they will support the event and how. For West Covina, contact Kelly Dupee, Chaplin for W. Covina PD to do an introduction for DCFS | Mayor Rocha, Council Member Santoro, and Mayor Pro Tem Sykes |

| | |
|---|--|
| Provide introduction to DCFS staff via e-mail or call to Faith Community Church and Dora Gomez at Covina Assembly of God | Mayor Pro Tem Sykes |
| Send an e-mail or call Karen Davis, Mayor Pro Tem (Minister and Police Chaplin) for introduction for DCFS | Council Member Santoro |
| Invite the American Christian Credit Union to have a table at the event. Also, address if and how much they are able to contribute to the cost of food for the event. | Council Member Santoro |
| Identify and contact someone from the Valley Unified School District in Covina as to how they can help promote the event | Ivonne |
| Once introduction e-mails have been sent, contact Karen Davis, Kelly Dupee, and Dora Gomez to discuss how they can partner for this event | Ivonne, Angela, and Sari |
| Determine the contact and process for placing flyers or notifications in city employee's paychecks (DCFS can cover costs) | All City Reps and then DCFS will implement |
| Submit Purchase Order Requests for ads in local publications | Ivonne and Angela |

Further activities to be completed as we get closer to the event:

- Purchase order request for food not covered by others – Ivonne
- Identify panel members and create certificates and possible honorariums - Ivonne
- Identify child sitters – need someone to take the lead on this
- Arrange to have the Heart Gallery and decorations – DCFS
- Identify partners that will have resource tables and where they will be located
- Create a video – DCFS
- Develop an Agenda – DCFS with all Partners
- Send out press releases – DCFS and Mayors

Please everyone review and let me know if you want any changes or if I missed something. I don't think there has ever been this type of concerted effort among so many cities and it is very exciting. Thank you all! Sari

From: reillyl <reillyl@accessduarte.com>
Date: October 29, 2014 5:41:22 PM PDT
To: Darrell George <georged@accessduarte.com>
Subject: Fwd: RE: Logo

Hi Darrell,

This is the foster care event I spoke about to use the City logo.

Liz

----- Original Message -----

Subject: RE: Logo
Date: 10/28/2014 2:19 pm
From: Angela Karimyan <karima@dcfs.lacounty.gov>
To: 'Liz Reilly' <reillyl@accessduarte.com>

This is a recruitment event to recruit foster and adoptive families for children in the foster care system. There will be a media campaign, including radio and print ads, as well as flyer distribution prior to the event. The public is invited to hear about how they can become foster or adoptive parents. There will be a panel of families who will speak at the event. These families have adopted or fostered before. We will distribute promotional materials and serve refreshments.

Angela Karimyan

Children Services Administrator

Diligent Recruitment, Program Manager

525 E. Colorado Boulevard, Pasadena, CA 91101

626) 229-3779

Fax (626) 397-9170

karima@dcfs.lacounty.gov

From: Liz Reilly [<mailto:reillyl@accessduarte.com>]
Sent: Tuesday, October 28, 2014 11:49 AM
To: Angela Karimyan
Subject: Re: Logo

Can you send me a brief summary of the event and it's purpose? I need that for my staff report to the Council. We need approval on the consent calendar before the logo can be used.

Liz Reilly

Mayor

City of Duarte

1600 E. Huntington Drive

Duarte, California 91010

Reillyl@accessduarte.com

626 253-6600

Sent from my iPhone

032



Proclamation

PATRIOTISM WEEK

WHEREAS, the Benevolent and Protective Order of Elks, through its Constitution, is a Patriotic Order; and

WHEREAS, the Order promotes the ideals that the citizens of this nation live in freedom, won through the great sacrifices and many tribulations which have provided the foundation for a free, prosperous, and independent life; and

WHEREAS, each generation must work to maintain this freedom, otherwise, through carelessness or indifference, the rights and liberties enjoyed may vanish; and

WHEREAS, it is fitting and proper to recognize this freedom and to honor the nation which provides it;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby confirms that the week of September 8-14, 2014, has been proclaimed PATRIOTISM WEEK in the City of Duarte, and invites and encourages all residents of Duarte to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American citizenship with appropriate celebrations and observances.

Mayor Liz Reilly

ATTEST:

City Clerk Marla Akana
Duarte, California
November 11, 2014



MEMORANDUM

RECEIVED

NOV - 3 2014



TO: CITY COUNCIL

FROM: COMMISSIONER

Ana Lisa Hernandez

CITY OF DUARTE

SUBJECT: NOTICE OF ABSENCE FROM PLANNING COMMISSION MEETING

DATE:

10.20.2014

REASON FOR ABSENCE:

ACCIDENT VACATION OTHER*
 SICKNESS DEATH IN FAMILY

DATE OF MEETING ABSENCE

07.21.2014

* EXPLANATION OF ABSENCE

ongoing illness -

SIGNATURE

ABSENCE NOTED BY CITY COUNCIL

DATE



AGENDA MEMO

TO: Mayor Liz Reilly and Members of the Duarte City Council
FROM: Karen A. Herrera, Deputy City Manager
SUBJECT: Approval of a Professional Services Agreement with Granicus, Inc. to install a cloud-based City Council agenda management system and live video streaming of city council meetings
DATE: November 11, 2014

Recommendation: That the Duarte City Council, by motion, approve a Professional Services Agreement with Granicus, Inc. to purchase and install a cloud-based City Council agenda management system with live video streaming capabilities of city council meetings and authorize the City Manager to execute on behalf of the City.

Background: Since January of 2001, the City of Duarte has had a professional service agreement with Levon Yotnakhparian for City Council meeting Cable Casting services at the current rate of \$800 per meeting to operate the City's Video recording equipment and convert the data into a format compatible for viewing on both the DCTV cable channel and on the DCTV website. With the anticipated implementation of new state-of-the-art audiovisual equipment for the Community Center, the City's recording equipment will now generate digital imagery. With the addition of a Granicus-based software system, the City will now have the hardware to utilize the City's website accessduarte.com to live stream City Council meetings, in addition to offering viewing in an "on-demand" format.

This priority to provide live streaming of council meetings to citizens has been expressed by the City Council for many years. To implement this priority, staff is presenting a contract with Granicus, Inc. at tonight's meeting for Council consideration. In addition to Granicus, staff also needs direction on whether or not the City Council desires to continue to maintain the ability to view City Council meetings on DCTV (Cable channels 3 and 183). Keeping in mind that current cable penetration in the community is at a less than 30% level and that metrics for actual DCTV viewership are unknown, this option may not be as viable a public outreach method to the Council compared to the Granicus system.

Discussion: Research over the past year while considering new AV options led the City to Granicus. Granicus, Inc. is a nationally recognized agenda management and live streaming system company used by over 61 Los Angeles County cities (including Azusa, Claremont, South El Monte, Rosemead, La Canada Flintridge, Pasadena, and Burbank) as well as hundreds across the country. Granicus; a cloud-based *content* management system provides services with a monthly service fee and an upfront hardware purchase.

If approved, the Granicus Open Government Platform being proposed will allow increased accessibility and transparency with:

- Key word search capability for all documents (agendas, minutes, etc.) placed on the platform
- Live and on demand streaming
- Unlimited content storage and distribution
- Ease of digitally indexing archived video of the Council meetings to the appropriate agenda
- Ability to use an iPad for a paperless agenda environment, if and when desired

Video streaming of meetings through the City's website, will be a direct byproduct of Granicus. The quality of the product streamed through the website will be upgraded by the purchase of the new, specific, City-owned equipment (camera, remote camera shot director, audio and video mixing boards and a DVD recorder) that could be operated by both trained City staff and/or the City's current contractor.

Moving to the Granicus based software digital system, may not necessitate that the Council meeting be shown on Duarte Community Television (DCTV).

However, should the Council want to continue that service, staff would need to maintain the current professional services agreement to film the meetings and convert the data specifically for that purpose. The meetings would continue to be filmed using the City owned camera system with an SSD image byproduct. This end product would then need to be converted to be properly viewed on DCTV's cable channel and/or continue to be placed on the DCTV website.

In light of this technology upgrade, Staff has identified two options for the City Council to consider:

Option 1: The City would utilize only the Granicus Open Government Platform for agenda management and live streaming of city council meetings. Under this scenario, the City would no longer broadcast our council meetings on Cable TV (DCTV Channels 3 and 183). Instead, the meetings would be available exclusively on the City website www.accessduarte.com where interested parties could either real time live stream the meeting or, watch in an "on demand" environment with the ability to search and view individual agenda items. Additionally the City would no longer need to maintain an additional professional services contract for filming and converting of council meetings. The new filming system would instead be handled by trained City staff with the live streaming supported by Granicus.

Option 2: The City would offer a new live streaming and on demand option for City Council meetings, as well as maintain a cable presence for Council meeting viewing.

Under this scenario the City would need to maintain its professional services agreement for filming and converting of City Council meetings to maintain a cable presence in addition to the Granicus Inc. platform.

Fiscal Impacts: Option 1 (Gronicus Only) In the 6 months remaining in FY 2014-15 there would be a one-time capital equipment purchase of approximately \$17,000 for Granicus, a cost of \$1,200 for trained City staff to operate the new system and a savings of approximately \$8,000 would be realized for no longer maintaining a Professional Services Agreement with Levon Yotnahkparian. Beginning July 1, 2015, Granicus service fees are estimated to \$899 per month or \$10,800, with minor increases expected at annual renewal times. City staff costs are estimated at \$2,400, so the total annual cost would be approximately \$13,200

Option 2 (Gronicus, Inc. plus Cable) In addition to the one time costs of \$17,000 plus the ongoing annual service fees of \$10,800 associated with Option 1 (Gronicus Only), an additional cost of \$18,400 will be needed to maintain the Professional Services agreement for Cable TV filming. An additional one time cost of up to \$5,000 will be needed to convert the new digital format to an acceptable format for broadcast on DCTV. In addition to the one-time cost of \$17,000, a total annual cost of \$29,000.

Attachment: Granicus Proposal
Gronicus Professional Services Agreement



Granicus Proposal for Duarte, CA

October 30, 2014

Dear Darrell,

Thank you for considering Granicus and discussing your city's interest in improving its transparency through web streaming, archiving and rapid search functionality. The following outlines those items you described on our call:

- Modernize city council meeting technology
- Link and search video by agenda items
- Lower meeting expense through greater efficiency

By selecting Granicus, your organization will gain what over 1200 government clients already have: a trusted partner. And we're the only company with the experience and capabilities to provide an integrated solution that fits your existing legislative processes, software, and technical infrastructure.

Granicus is committed to ensuring your critical applications are installed quickly and run effectively with 24/7 tech support and proactive monitoring. You'll also receive unlimited web-based training and a dedicated account manager who will know your solution inside and out. Our aim is to help you effectively achieve your goals.

On the following few pages, you will find our proposed solution, investment, product descriptions and some of our key differentiators.

We look forward to establishing a rewarding, long-term relationship with you.

Sincerely,

Joshua Hurni
Account Executive
415-967-5573
Granicus, Inc

Roadmap

In working with 1,200 government entities we have found that our most successful projects start with clear communication and roadmap of the steps involved in selecting and coordinating the deployment of your transparency solution.

The following table lists the typical milestones and their corresponding dates. This tool will help guide our communication/expectations and assist both of us in coordinating our resources.

Project Milestones:

| Milestone | Date |
|----------------------|------------|
| Tech Validation Call | TBD |
| Council Approval | 11/11/2014 |
| Contract Execution | 11/12/2014 |
| Project Kick-Off | 11/18/2014 |
| Test Meeting | 01/11/2015 |
| Success Evaluation | 06/15/2015 |

Investment

Your Granicus solution was based on your specific video streaming and efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support.

Government Transparency and Efficiency Suites:

| Product Description | Unit Price (Up-Front) | Unit Price (Monthly) |
|---------------------------------------|-----------------------|---|
| SDI Streaming and Archive Audio/Video | \$4,500.00 | \$599.00 |
| Meeting Management and Minutes | \$4,850.00 | \$300.00 |
| VoteCast Display CPU | \$2,690.00 | \$0.00 |
| Fourth Quarter Promotion* | | Monthly Fee Waived Until July 1 2015 |
| Total | \$12,040.00 | \$899.00 |

Quote Expires November 30th, 2014

***Promotion Terms:** Clients who enter into an agreement with Granicus (with a minimum three (3) year term) to purchase eligible Granicus product(s) prior to December 31, 2014, qualify for a one-time promotion. Eligible products under this promotion include: Government Transparency, Meeting Efficiency, Citizen Participation, Boards & Commissions, iLegislate + VoteCast, and iLegislate + Civic Engagement. As part of this promotion, the Client will receive Monthly Managed Service Fees ("MMS") at no cost to the Client until July 1, 2015. Discounted billing for Monthly Managed Services will start after deployment has been completed**. The MMS pricing will revert to one hundred percent (100%) of the regular price after July 1, 2015. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client's current services are not affected by this promotion.

Terms

- All suites require the Granicus Open Platform
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use.

Proposed Solution

Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here](#) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- Provides live and on-demand streaming – online and via mobile devices
- Remote systems monitoring and Granicus maintenance updates
- 500 GB of local storage (approximately 1,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery

Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. [Click here](#) for more information on the Government Transparency Suite.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics

Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteLog, allow the public to track legislation, ordinances and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. [Click here](#) for more information on the Meeting Efficiency Suite.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,200 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of November 6, 2014 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and _____ (the “**Client**”).

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. “Managed Services” shall mean the services provided by Granicus to Client as detailed in Exhibit A. “Managed Services Fee” shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client’s Managed Services will also result in the immediate termination of the Client’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in Exhibit A.

3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

3.2 If Client enters into an agreement with Granicus (with a minimum three (3) year term) to purchase eligible Granicus product(s) prior to December 31, 2014, Client shall receive a one-time promotion. Eligible products under this promotion include: Government Transparency, Meeting Efficiency, Citizen Participation, Boards & Commissions, iLegislate + VoteCast, and iLegislate + Civic Engagement. As part of this promotion, the Client will receive Monthly Managed Service Fees ("MMS") at no cost to the Client until July 1, 2015. Discounted billing for Monthly Managed Services will start after deployment has been completed. The MMS pricing will revert to one hundred percent (100%) of the regular price after July 1, 2015. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client's current services are not affected by this promotion. This promotion cannot be used in conjunction with any other discount or promotion.

3.3 Fifty percent (50%) of all up-front fees for all product suites are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees for each product suite are due upon completion of deployment for that suite. Quarterly billing for Managed Services for associated product suites shall begin upon completion of deployment of each suite. Client will be invoiced a pro-rated amount from the product suite deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that each suite is fully operational separate from the other purchased suites. Client's acceptance of any individual suite is not conditioned upon the acceptance of any other suite as they are separate solutions.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and ready for Client's use.

For Legislative Management, deployment is complete once the hardware and software are installed, tested, ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

3.4 Granicus, Inc. shall send all invoices to:

Name: Darrell George
Title: City Manager
Address: 1600 Huntington Drive, Duarte CA 91010

3.5 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI/>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.6 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within sixty (60) days of the date of the first date of training per suite. Any purchased training not used during this sixty (60) day period will expire. If Client feels that it is necessary to obtain more training after the initial sixty (60) day period, Client may purchase additional training at that time

3.7 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic, obscene, or otherwise constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Indemnification. To the extent permitted by law, Granicus shall defend, indemnify and hold harmless the Client from and against all damages and liability arising out of Granicus's performance of this Agreement. Granicus shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the

City or any of its employees, agents, or representatives acting in an official capacity. In the event of any court action or proceeding arising out of Granicus's performance of this Agreement, Granicus shall defend, at its own expense, the action or proceeding. The Client shall promptly notify Granicus of the filing of any such action and cooperate with Granicus in the defense thereof.

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 To the extent permitted by law, each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. Granicus acknowledges that the Client is subject to certain legal requirements regarding the disclosure of information and documents. Notwithstanding Section 7.2, the Client may disclose Confidential Information to a person or entity as required by any law, regulation, order, rule, or ruling, including without limitation oral questions, discovery requests, subpoenas, and civil investigations. The Client shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action resulting from, in connection with, or arising out of the Client's copying and/or releasing to any other person or entity any of the Confidential Information of Granicus pursuant to the California Public Records Act, the Federal Freedom of Information Act or a court order.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for thirty six (36) months after the date hereof. This

Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Termination for Non-Appropriation. In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the Client may terminate this Agreement as a matter of public convenience as provided herein. The Client will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, provided the Client provides Granicus written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a written notice of termination within 14 days after the end of the fiscal period.

8.3 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.4 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content set forth in Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its

option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all up-front fees paid by Client under the current Agreement.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor

and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Jason Fletcher

Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120

San Francisco, CA 94107

[INSERT CLIENT NAME]

By: _____

Name: _____

Its: _____

Address:

Date: _____

EXHIBIT A

PROPOSAL

[The remainder of this page is left blank intentionally.]

EXHIBIT B

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 600 Harrison Street, Suite 120, San Francisco, California, 94107.

(b) Telephone Numbers. Office staff may be reached from 5:00 AM to 6:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customer@granicus.com.

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work (“SOW”). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

4.1 Documentation. After the SOW has been executed by each party, a detailed

requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

4.2 Acceptance. Client understands that all work contemplated by this exhibit is on a “time-and-materials” basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus’ completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

4.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS’ SOLE OBLIGATION, AND CLIENT’S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

EXHIBIT C

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the "**Hardware**") provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price.** The price for the Hardware shall be the price specified in the Proposal.
2. **Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Service Response Time.** For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. **LIMITATION OF LIABILITY.** GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.
6. **Hardware.** In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow

the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

6. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

7. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

8. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

9. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

[end of Hardware Exhibit]

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: November 6, 2014

SUBJECT: Conference Attendance – City Council Meeting of November 11, 2014

League of California Cities – City Managers Department Meeting
January 28-30, 2015
Hyatt Regency San Francisco
Registration: \$625
Hotel: \$229 per night

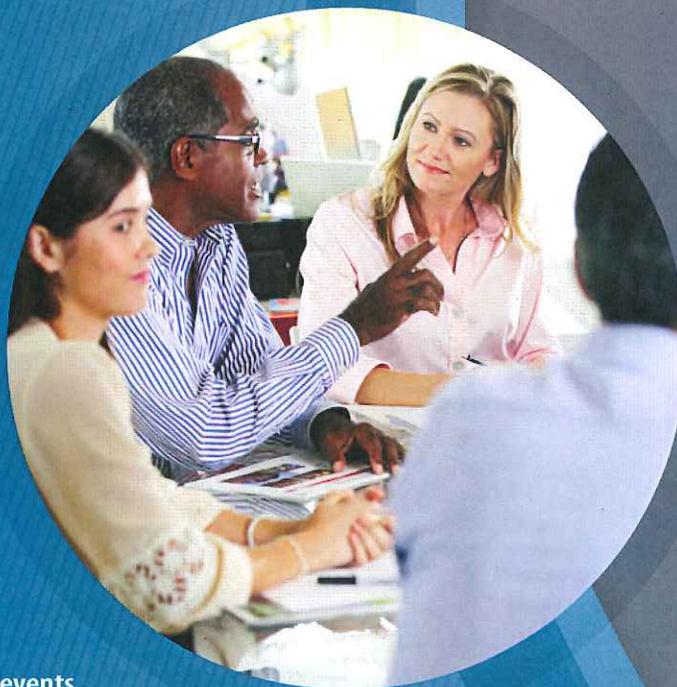
2015 City Managers

DEPARTMENT MEETING

Wednesday, January 28
– Friday, January 30

Hyatt Regency San Francisco

Registration and Housing Deadline:
Monday, January 5



www.cacities.org/events

 www.facebook.com/leagueofcities

 Follow @CaCitiesLearn

Wednesday, January 28

10:00 AM – 6:00 PM | **REGISTRATION OPEN**

1:30 – 3:15 PM | **OPENING GENERAL SESSION**

League Update



Four Generations in the Workplace

Employers and managers need to understand the attitudes and expectations of each of the four generations so they can best work with each. The days of “treat everyone the same” are no longer with us; now we must accept the needs and desires of the individuals. What causes the generations to differentiate from one another? Enjoy this insightful and entertaining presentation that introduces the four generations in today’s workplace and how to work with and manage each. Case studies are brought to life and recommendations for best practices are shared.

Speaker: Cam Marston, President, Generational Insights, Inc.

3:30 – 5:00 PM | **CONCURRENT SESSIONS**

City Managers Taking Abuse: How Much Aggression is Acceptable?

It has been a tenet of being a city manager that a certain amount of negative language, intimidation, and abusive/untrue comments comes with the territory. In recent events numerous managers have become targets of council members, public citizens, or activist groups. The severe change in the city manager’s landscape and scope of duty comes into question. Should the city manager take offense, simply use surrogates, or ignore the bullying assaultive behavior? This panel will explore the dynamics and psychology for decision-making for “fight or flight” and the personal attack on integrity, motives, competency and skills of community leaders. Does this require a new look from the ICMA Ethics Committee?

Emerging Trends: Electronic Cigarettes, Medical Marijuana & Massage Parlors — Roles in Regulation

Cities and counties across California are grappling with hot button trends such as electronic cigarettes, medical marijuana, and massage parlors. Receive a summary of the health and safety impacts of electronic cigarettes and efforts at the city, county and state levels to regulate them. Examine recent developments, case law and a primer on recent state legislative efforts and voter referenda aimed at regulating medical marijuana. Review recently passed legislation regarding local zoning control of massage parlors and what this means for city and county regulatory authority.

For speaker information, go to www.cacities.org/citymanagersed

The Gen X Manager

The managers with the highest performing and most loyal teams today come from a generational group called the “Boomer-X'er Tweener”. Conversely the managers struggling to get performance from their team and suffer the highest turnover come from what’s known as the “pure Gen X'er.” Learn what these people do so well and so poorly in this insightful and entertaining session designed to help you solve your generational workplace challenges. You'll come away with specific tactics you can immediately implement as well as strategies for your workforce in the future.

5:30 – 6:30 PM | NETWORKING RECEPTION

After a full day of education, relax and network with your colleagues, meet and connect with conference sponsors before heading out on an evening on your own.

Thursday, January 29

8:00 AM – 2:30 PM | REGISTRATION OPEN

9:00 – 10:30 AM | GENERAL SESSION



American Futures: Secrets of the Most Resilient Cities and Regions



For the past 18 months, James Fallows and his wife Deborah have been visiting smaller and medium-sized communities in California and across the country that, when faced with economic or technological shocks, have found ways to recover and create new opportunities. They have reported their findings in *the Atlantic* and on *Marketplace* radio, and he will discuss their relevance for his home state of California.

Speaker: James Fallows, Author and National Correspondent, *The Atlantic*

11:00 AM – 12:15 PM | CONCURRENT SESSIONS

Changing of the Guard — Is your Organization Prepared?

The City Manager profession changes every year. Currently, the Baby Boomer city managers are retiring and many first-time city managers are taking their place. Whether or not the previous city manager prepared the organization for this transition, it happens (one way or another). This panel of first-time city managers, just a few years into their job, will discuss the trials and triumphs they experienced taking over an organization for the first time and will offer advice to those ready to hand over the keys of their organization within the next few years.

Sessions are subject to change

Thursday, January 29, Continued

Opportunity to Engage Residents: The California Voting Rights Act

Since the passage of the California Voting Rights Act many cities across the state have faced the decision of whether or not to move from at-large to district based elections. Several jurisdictions have found themselves locked in protracted and costly litigation while trying to address this issue. This session features city experiences and subject matter experts who will describe challenges faced, lessons learned, and how to refocus community dialogue in a more positive direction.

What Does It Really Mean to be an Inclusionary Workplace?

Creating an inclusive working environment is about more than just giving everyone equal "opportunities." Inclusion is really about allowing people to be themselves at work, valuing their differences and letting employees know their contribution is valued. Inclusive workplaces have been shown to increase productivity and employee loyalty -- when individuals feel valued, they are more likely to add value in return. Explore how cities are becoming more inclusionary through various initiatives and workplace changes. Whether encouraging women to "*Lean In*" in the workplace as Facebook COO Sheryl Sandberg suggests in her book; recognizing that the "*Inclusion Revolution*" is now for all ages and genders as written by author Maura Robinson in her book of the same title; or how policy agendas, workforce management, and organizational success are highly influenced by how inclusive an organization is as suggested by author Andres T. Tapia in "*The Inclusion Paradox: The Obama Era and the Transformation of Global Diversity*." Attendees will leave with specific examples of programs that have been successfully implemented in other communities.

12:30 – 2:00 PM | GENERAL LUNCHEON

Join your colleagues and celebrate your retirees, award winners and department sponsors.

2:00 – 3:15 PM | CONCURRENT SESSIONS

Executive Strategies for Internet Communication Success

With the demise of local papers and implosion of hyper-local sites like the Patch, communities face a growing information void. Cities can step in to fill the communication void by leveraging internet technology that enables a city to tell its story in a cost-effective manner. Subjects covered will include five communication metrics every city manager should know:

- Security and technology fundamentals of your city's online presence
- Ten essential steps to upgrading your city website
- Protecting your personal online reputation & social media
- Creating a platform for the city manager
- Apps affecting your community relationship

The New Normal — How Diversity is Evolving in California Cities

Who will inhabit cities in the next 20 years? Who will city governments be accountable to and what services will be necessary to plan thriving cities? Intersectionality is a new concept developed in the social sciences, humanities, and law to understand the intersections of ethnicity, race, class, gender, and sexuality in understanding the changing demographics first hitting California and Texas and soon after the rest of the country. Through interactive maps, research on changing consumption patterns, and voting projections, this talk will introduce the concept of intersectionality to help city government think creatively about the future of cities.

Sharing Economies: How Cities Can Respond to this Trend

The use of technology and social media has created an opportunity for the emergence of a "sharing economy." Sharing economy businesses: car sharing, ridesharing, shared housing, shared workspaces. They connect people offering a supply of goods/services with users who seek goods/services. Sharing economy examples: Airbnb (shared housing), Uber (shared rides). These sharing economy businesses present regulatory challenges. Many cities don't have regulations addressing these businesses so they struggle to fit these businesses into regulations. This presentation will discuss the sharing economy, how cities can address the issues these businesses present and as well as related land use and public safety issues.

3:45 – 5:00 PM | CONCURRENT SESSIONS

Don't Keep Your Ethical Dilemmas in a Box!

As city managers, we are constantly watched and observed by the public, media, interest groups, and our staff. It's up to us to display the ethical character traits that we also desire from our city council and staff. However, even if we act ethically, it doesn't always mean others will notice or follow our lead. Sometimes we need to inspire others through the situations we face. This session will provide tips from your peers on how to use the everyday ethical situations a city manager faces as a leadership and learning opportunity for your organization.

Straight Shootin': Candid Insights from Three Local Police Chiefs

Three local police chiefs have been invited to share their perspectives for creating the ideal relationship between city manager and police chief. Hear their candid suggestions on how to best care for this important partnership and work collaboratively for the benefit of you and your community. Attendees are invited to present questions and suggestions for making the most of the association between city manager and police chief.

For speaker information, go to www.cacities.org/citymanagersed

Sessions are subject to change

Friday, January 30

7:30 – 8:15 AM | **NETWORKING BREAKFAST**

8:15 – 9:30 AM | **CONCURRENT SESSIONS**

Communicating in a Crisis: It's All About Building Trust

In the midst of a crisis, the situation becomes very different as the demand for information escalates and the public trust erodes. Effective risk and crisis communication can rally support, calm a nervous public, provide much needed information, encourage cooperative behaviors, and help save lives. Kelly Huston, Deputy Director of the Governor's Office of Emergency Services, just completed graduate research on the ex-LAPD officer Christopher Dorner murder spree in Southern California and the tragic Boston Marathon bombings. He will explain the critical distinction between "public relations" and crisis communication; and teach you the most important communication skills and techniques every leader must know to build public trust.

Sales Tax Trends...Demographics...Technology... and Giving It Away

The base on which California's sales tax was first established in 1933 is rapidly eroding. Technology, court decisions, changing consumer preferences and increased exemptions are reducing what is taxable while the explosion in online shopping is shifting the tax to just a few, highly concentrated "points of sale." Cities are dealing with the shrinkage by asking voters for higher local rates and bidding huge rebates to attract web based order desks. This session will describe the trends that are altering and reducing local sales and use tax revenues, discuss the long range policy alternatives that will need consideration and discuss the practical aspects of economic development in this new environment.

9:45 – 11:30 AM | **CLOSING GENERAL SESSION**



Nobody Moved Your Cheese

Cal-ICMA
California Consortium
A State Affiliate of ICMA

High energy and hilarious, Ross Shafer's personal story will inspire you. He accomplished the "impossible" by being a fierce proponent of taking personal responsibility in your professional and personal life. You will learn that excuses and blame get you nowhere, how paying attention to the small stuff leads to big rewards, how to make your effort "go viral," as well as the importance of keeping your business and personal life in perspective.

Speaker: Ross Shafer, President, Ross Shafer Consultants, Inc.

11:30 AM | **ADJOURN**

Sessions are subject to change

GENERAL INFORMATION

All attendees must register for the conference online prior to reserving a hotel room. Registration is not complete until full payment is received. The League is unable to accept purchase orders. Once registration is complete, you will be directed to the housing reservations page.

- For online registration, go to www.cacities.org/events and select "City Managers Department Meeting".

Registration must be received by Monday, January 5. After this date, please register onsite.

Costs/Fees

Full registration includes Wednesday evening reception, Thursday lunch & Friday breakfast

(Registration fees subsidize the following: \$50 for Cal-ICMA and \$50 for CCMF)

| | |
|---|---------|
| City/County Managers | \$625 |
| MMANC/MMASC Members (active Asst. City Managers ONLY) | \$480 |
| All Others – company, consultant, League Partners | \$750 |
| Non-Member City | \$1,625 |
| Spouse (badge required for all meals) | \$175 |

One day registration

| | |
|---|---------|
| City/County Managers | \$310 |
| MMANC/MMASC Members (active Asst. City Mgrs ONLY) | \$240 |
| All Others | \$375 |
| Non-Member City | \$1,310 |

NOTE: The spouse fee is restricted to persons who are not city or public officials, are not related to any Partner or sponsor and would have no professional reason to attend the conference. It includes admission to meals/reception only. Conference session seats are reserved for full conference registrants. There is no refund for the cancellation of a spouse registration.

Cancellations

Refunds will be made for cancellations submitted in writing to mdunn@cacities.org and received by **Monday, January 5**, subject to a \$75.00 processing charge. There are no refunds for cancellations after this date. Substitutions can be made onsite.



If you require special accommodations related to facility access, transportation, communication and/or diet, please contact our Conference Registrar.

HOTEL INFORMATION & RESERVATIONS

Hotel reservation changes, date modifications, early check-out, or cancellations made prior to Monday, January 5 must be done through the online reservation link you received when registering for the conference. Use your confirmation/acknowledgement number to access your reservation to make changes. Once the January 5 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that hotel cancellations after the housing deadline has passed may incur a financial penalty or a minimum one-night room charge or attrition fees.

Hyatt Regency San Francisco

Five Embarcadero Center, San Francisco, CA 94111

Event Rate (per night): \$229 (plus tax and fees)

Valet parking: \$64 per day (in & out privileges available to those who bill their parking to their guest room), Self-parking at Embarcadero Center, 1 - 4: \$33 (no in & out privileges) (subject to change without notice)

**Please DO NOT book outside of the League hotel block. This will cause an increase in event costs, liabilities and higher registration rates.*

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

OCTOBER 26 - NOVEMBER 1, 2014

Legal Notice

Legal Notice

Legal Notice

**NOTICE OF PUBLIC HEARING
TO BE HELD BY THE DUARTE CITY COUNCIL**

NOTICE IS HEREBY GIVEN that, pursuant to State law, the City Council of the City of Duarte will hold a Public Hearing at 7:00 p.m., on Tuesday, November 11, 2014, at the Duarte Senior Center, 1610 Huntington Drive, Duarte, California, to consider amending Chapter 5 of Title 15 of the Duarte Municipal Code, related to restrictions on the sale and discharge of fireworks, and the penalties associated with violations of this chapter.

Any interested party may appear in person, or by agent, and be heard. If this matter is challenged in Court, there will be a limit to only those issues that were raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Written correspondence may be sent to Duarte City Hall, City Clerk's Office, 1600 Huntington Drive, Duarte, CA 91010-2592.

Further information may be obtained from Brian Villalobos, Director of Public Safety Services, phone (626) 359-5671, extension 302.

Marla Akana
City Clerk

PUBLISH: Duartean, Saturday, November 1, 2014
POSTED: Duarte City Hall, Duarte Public Safety
Office, Duarte Library

Ad#590230

MEMORANDUM

To: Darrell George; City Manager

From: Brian Villalobos; Director of Public Safety

Subject: Chapter 15.05 (Fireworks) Amended and Restated

Date: November 3, 2014

At the regularly scheduled City Council meeting on August 12, 2014, City Council directed staff to place an item on the Public Safety Commission's agenda regarding illegal fireworks. Specifically, City Council directed the Commission to examine two issues: the imposition of an administrative fine up to \$1,000, and a possible curfew on when fireworks can be discharged.

The Public Safety Commission at its regularly scheduled, September 16, 2014, meeting examined both issues and made the following recommendations:

That City Council enact an ordinance to allow fireworks exclusively on July 4th from noon to midnight.

That City Council enact an ordinance imposing a \$1,000 administrative fine on individuals possessing, selling, or discharging illegal fireworks.

City Staff concurs with the Public Safety Commission's recommendations and have brought forth 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.

Specifically, amending and restating section 15.05.070, days when fireworks may be discharged, to restrict the discharge of "Safe and Sane" fireworks to July 4th from noon to midnight. Additionally, amending section 15.05.100, penalties for violation, to add administrative fines for violations.

Fiscal Impact: No direct costs related to this item. There is the potential of revenue related to the issuance of administrative citations up to \$1,000.00 for each violation.

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 midnight.
- (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 ~~15.05.01345.05.080~~. 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 ~~15.05.01345.05.080~~. 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.

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

AGENDA

DUARTE CITY COUNCIL/DUARTE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION/MONROVIA-ARCADIA-DUARTE TOWN COUNCIL

**SPECIAL JOINT SESSION – Thursday, November 13, 2014 – 5:00 p.m. – 6:30 p.m.
Northview Intermediate School – 1401 Highland Ave., Duarte**

1. CALL TO ORDER
 - A. City Council
 - B. School Board
 - C. Town Council
2. PLEDGE TO THE FLAG
3. ROLL CALL
 - A. City Council
John Fasana, Margaret Finlay, Samuel Kang, Tzeitel Paras-Caracci, Liz Reilly
Darrell George, City Manager
 - B. School Board
Kenneth Bell, Reyna Diaz, Douglas Edwards, Tom Reyes, (one vacant seat)
Terry Nichols, Superintendent
 - C. Town Council
Dave Hall, Yvonne Bullock, Gloria Huss, Terrence Williams, John Nicoloro, Linda Sells
4. ADOPTION OF THE AGENDA
 - A. City Council
 - B. School Board
 - C. Town Council
5. INPUT ON AGENDA ITEMS
Anyone wishing to discuss items ON THE AGENDA should come forward to the podium, state name, address, and Agenda item of concern. A 5-minute limit for remarks concerning each item is requested.
6. AGENDA ITEMS
 - A. Not in Our Town
 - B. Public Safety Update
 - C. Youth and Family Master Plan
7. ORAL COMMUNICATIONS
Anyone wishing to discuss items NOT ON THE AGENDA may request to speak before the Council/Board. A 5-minute limit for remarks is requested.
8. ITEMS FROM CITY COUNCIL/SCHOOL BOARD/TOWN COUNCIL
9. ADJOURNMENT
 - A. City Council – To Regular Meeting, November 25, 2014
 - B. School Board – To Regular Meeting, November 13, 2014
 - C. Monrovia-Arcadia-Duarte Town Council