

December 9, 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, DECEMBER 9, 2014

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

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

City/Agency/Authority Staff:

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

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

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

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

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

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

1. CALL TO ORDER OF CITY COUNCIL, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND COMMUNITY FACILITIES FINANCING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. PLEDGE TO THE FLAG
4. MOMENT OF REFLECTION
5. FITNESS/MENTAL WARM-UP
6. SPECIAL ITEMS – Page 1
 - A. Recognition – Duarte Teen Center mural artists
 - B. Recognition – Ryan Nguyen, Eagle Scout
 - C. Presentation by Duarte Historical Society
 - D. Public Safety update
 - E. Redevelopment dissolution update
7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.
8. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)
Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City/Agency or Authorities, may do so at this time. The opportunity to speak is on a first come, first serve basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications at this time. Under the Brown Act, members of the City Council/Successor Agency/Housing Authority/Financing Authority, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
9. ITEMS TO BE ADDED TO THE CONSENT CALENDAR
10. CONSENT CALENDAR – Page 16
All matters listed on the Consent Calendar are to be approved with one motion unless a member of the City Council/Successor Agency/Housing Authority/Financing Authority removes an item for separate action. Any consent calendar item for which separate action is requested shall be heard as the next Agenda item. The respective entity's consent items are shown in parentheses at the end of each item as "CC" for City Council, "SA" for Successor Agency, "HA" for Housing Authority, and "FA" for C.F. Financing Authority.
 - A. Approval of Minutes – November 25, 2014 (CC/HA/SA/FA)
 - B. Approval of Warrants – December 9, 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. Cancellation of December 23, 2014, City Council/Successor Agency/Housing Authority/Community Facilities Financing Authority meeting (CC/HA/SA/FA)
 - E. Authority for City Manager/Executive Director to issue warrants pursuant to Warrant Register of December 23, 2014, subject to review by City Council/Agency/Authority Boards on January 13, 2015 (CC/HA/SA/FA)
 - F. Authorization for City Manager to execute a Memorandum of Understanding (MOU) with Los Angeles Homeless Services Authority to participate in the 2015 Greater Los Angeles Homeless Count (CC)
 - G. Council Bill 14-R-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ACCEPTING THE CALIFORNIA GANG REDUCTION AND INTERVENTION PROGRAM (CalGRIP) FUNDING OF \$325,171 PER YEAR DURING 2015, 2016, AND 2017, AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) RECOMMENDATIONS FOR ADMINISTERING THE GRANT (CC)

- H. Authorization for the City of Duarte to participate in the local Los Angeles Gun Violence Prevention Network's "Light L.A." gun violence memorial event on December 11, 2014, and authorization for staff to publicize the event on City communication platforms (CC)
- I. City Council/City Manager Conference Attendance – California Contract Cities Sacramento Legislative Orientation Tour, January 12-14, 2015, Sacramento (CC)

11. ITEMS REMOVED FROM CONSENT CALENDAR

12. BUSINESS ITEMS – Page 47

- A. Appointment of City Councilmembers to intergovernmental organizations
- B. Recommendation to approve Amendment No. 6 to Burrtec Refuse Collection and Recycling Agreement, and approval of Burrtec's annual refuse collection and recycling rate adjustment
- C. Approval of policy and procedures for use of City electronic sign and website community calendar, and approval of electronic sign/website community calendar application
- D. Receive and file audited financial statements for fiscal year ended June 30, 2014

13. 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.*

14. 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)

15. ADJOURNMENT

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: December 4, 2014
SUBJECT: Comments on Agenda Items, Meeting of December 9, 2014

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

ITEM 6.A. The City Council will recognize the Duarte Teen Center mural painting participants. The Teen Center recently unveiled a series of beautifully painted murals located in the Game Room. This project was led by Recreation Supervisor Marilyn Mays, artist Mayra Beltran, and several teens, who have been invited to the City Council Meeting to be recognized for their hard work and artistry.

ITEM 6.B. Ryan Nguyen of Troop 185 will be recognized for receiving his Eagle Scout Award. Ryan planted 100 trees in the San Gabriel Mountains by Crystal Lake as his project.

ITEM 6.C. Per the request of the City Council at a recent Council Meeting (where the Duarte Historical Society MOU was approved), staff has invited Ms. Claudia Heller to make a presentation on the status of the Historical Museum and any anticipated long-term capital improvements to the facility.

ITEM 6.D. A Public Safety update will be given by Public Safety Director Brian Villalobos.

ITEM 6.E. City staff will provide an update on the latest issues dealing with the dissolution of redevelopment.

ITEM 10.F (Consent Calendar). This item requests that the City Council approve an MOU with the Los Angeles Homeless Services Authority to participate in the 2015 Greater Los Angeles Homeless Count, which is scheduled for January 27, 2015, at 8:00 p.m. for the San Gabriel Valley. City staff will recruit approximately 20-25 volunteers who will operate out of the City's Community Center Lounge. Recruited "volunteer counters" will be trained and provided with equipment and materials on the night of the count by a designated volunteer trainer at the Community Center. Volunteer counters will be deployed in groups of two or three to count a specific area. This task will take approximately three to five hours. The Los Angeles County Sheriff's Department will be assisting the City in this endeavor.

ITEM 10.G (Consent Calendar). This is resolution accepting the California Gang Reduction and Intervention Program (CalGRIP) funding of \$325,171 per year during 2015, 2016, and 2017. A portion of this grant will provide the Duarte Prevention and Intervention Program with the funds necessary to retain a School Resource Deputy position, and to add an additional Deputy Probation Officer position. Additionally, \$20,000 of the funds will go to the Flintridge Center to continue contracting for reintegration services provided by them. Funds will also support the Duarte Public Safety and Teen Center youth outreach programs, and the Duarte Boxing Program. As required by the grant, 20% of the funds will go to our local Community Based Organization (CBO) partners, the Boys and Girls Club of the Foothills, the Santa Anita Family YMCA, and Southland Sings.

ITEM 10.H (Consent Calendar). This item would authorize the City's participation in the local Los Angeles Gun Violence Prevention Network's "Light L.A." memorial event on December 11, 2014. Event organizers are encouraging interested individuals and organizations to participate in the "Light L.A." campaign by simply placing candles (flameless preferred) in their home or business windows, and/or gather in their neighborhoods, schools, or places of worship in remembrance of those lost to gun violence. In terms of the City's participation, due to time constraints, staff is only proposing to provide marketing assistance by utilizing various platforms, including the City's website, electronic sign, and social media.

ITEM 12.A. The City Councilmembers will make appointments to the intergovernmental organizations.

ITEM 12.B. For City Council consideration is Amendment No. 6 to the Burrtec municipal waste agreement and annual commercial refuse collection and recycling rate adjustment. The most recent one-year contract extension took place in September 2014 as part of the first ever "Annual Performance Review" process between the City and Burrtec. At that meeting, the City Council approved both the annual Burrtec Performance Review and a one-year extension of the current Burrtec Agreement through December 31, 2018. This process not only allowed the Council to thoroughly evaluate Burrtec's services, but also ensured a rolling three-year remaining term on the Agreement, which is typical and appropriate given the highly technical bidding, contractual, capital, and logistical issues associated with changing a City-wide refuse and recycling contractor. Staff noted at the time the extension was approved that documentation associated with it would be bundled with other miscellaneous items, and brought back as Amendment No. 6 prior to the end of the year.

This report contains a table that lists all of the refuse collection and recycling rates currently being charged by Burrtec Waste Services, and what those rates will become when adjusted, based on the contract formula. The resulting rates thus reflect a 0% increase in Residential Service, and an approximate \$2.39 increase, or 2%, in the most commonly used Commercial Refuse Service. In terms of other key categories, the Commercial Recycling Service rate saw a 1% increase, and Commercial Green Service rate will have a 0% increase.

ITEM 12.C. This item requests City Council approval of a policy and procedures for the use of the City's new electronic sign and website community calendar, along with the associated application. The proposed policy details the procedure and guidelines for the display of announcements on the City electronic sign and the website community calendar for events (a) co-sponsored by the City, and/or (b) programs/services provided by another government organization (e.g. Los Angeles County Supervisor Antonovich and Assemblymember Hernandez) which has a service area that includes the City of Duarte.

All requests must be made by completing the proposed electronic sign/website community calendar application. The application may be obtained at the City Manager's Office or downloaded from the City's website. The application outlines information such as the event date, time, location, and text required to process and consider all requests.

ITEM 12.D. The City Council is being asked to receive and file the fiscal year ended June 30, 2014, audited financial statements. At mid-year, we pointed out that due to a one-time residual receipt from L.A. County of \$693,000, we were expecting a \$411,000 surplus in the General Fund. The situation improved since mid-year, as expenses came in lower than expected, and revenues came in higher than originally projected. For example, the delay in the Civic Center Message Board and the City of Hope EIR resulted in a \$500,000 reduction in costs that will instead be expended in 2014/15.

As far as General Fund revenues, sales tax revenue came in \$210,000 higher than projected, building permits came in \$169,000 higher than projected, and plan check fees came in \$93,000 higher than projected. All of these revenue categories speak to a gradually recovering economy and an improving construction and real estate market. As a result of all of this activity, General Fund cash reserves increased to \$7.7 million as of fiscal year ending 2014/15, compared to the \$7.2 million that we last projected.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darrell J. George". The signature is fluid and cursive, with a large initial "D" and a long, sweeping tail.

Darrell J. George
City Manager



MEMORANDUM

TO: CITY MANAGER, DARRELL GEORGE

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: RECOGNITION OF DUARTE TEEN CENTER MURAL PAINTING PARTICIPANTS

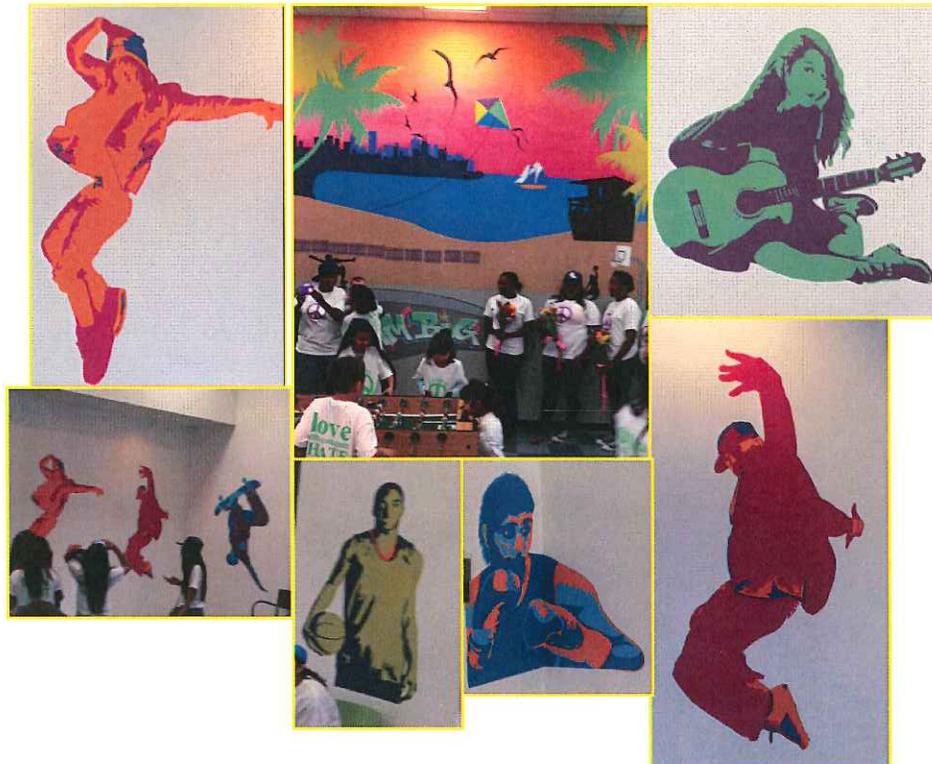
DATE: DECEMBER 9, 2014

The Duarte Teen Center recently unveiled a series of beautifully painted murals located in the Teen Center's Game Room. This project was led by Recreation Supervisor Marilyn Mays, artist Mayra Beltran and several teens, all who have been invited to the City Council Meeting of December 9, 2014 to be recognized for their hard work and artistry.

Several teens contributed to the painting of the murals and did a great job but the primary teen artists are:

Tamara Barron, Abryanna Howard, Rayven Searles

The City of Duarte extends its gratitude and appreciation for their efforts.





Hanh Nguyen
Member of the Troop Committee Boy Scouts Troop 185
407 Parkrose Ave.
Monrovia, CA 91016

RECEIVED
NOV 24 2014
CITY OF DUARTE

November 20, 2014

Mayor of Duarte
Duarte City Hall
1600 Huntington Dr.
Duarte, CA 91010

Dear Mayor of Duarte:

The Scouts, Leaders, and Members of the Committee Boy Scouts Troop 185 take great pleasure in announcing that:

Having completed the requirements for, and have been examined by an
Eagle Scout Board of Review
Ryan Phuc Nguyen
Troop 185
San Gabriel Valley Council
Was found worthy of the rank of Eagle Scout

We would appreciate a letter or certificate acknowledging his achievement. We will compile it with other acknowledgments and place in a scrap book commemorating this special occasion.

Thank you for taking time from your extremely busy schedule to help this community recognize the achievements and service of Eagle Scout **Ryan Phuc Nguyen**.

Sincerely,

Hanh Nguyen | Troop 185
BOY SCOUTS OF AMERICA
P (626) 357-7910 | C (626) 215-4062
hanhhuun@yahoo.com

(Note: Ryan planted 100 trees in the San Gabriel Mountains by Crystal Lake as his project)

Troop 185
Duarte, CA 91010
562.900.4126

www.duartetroop185.com

Prepared. For Life.™

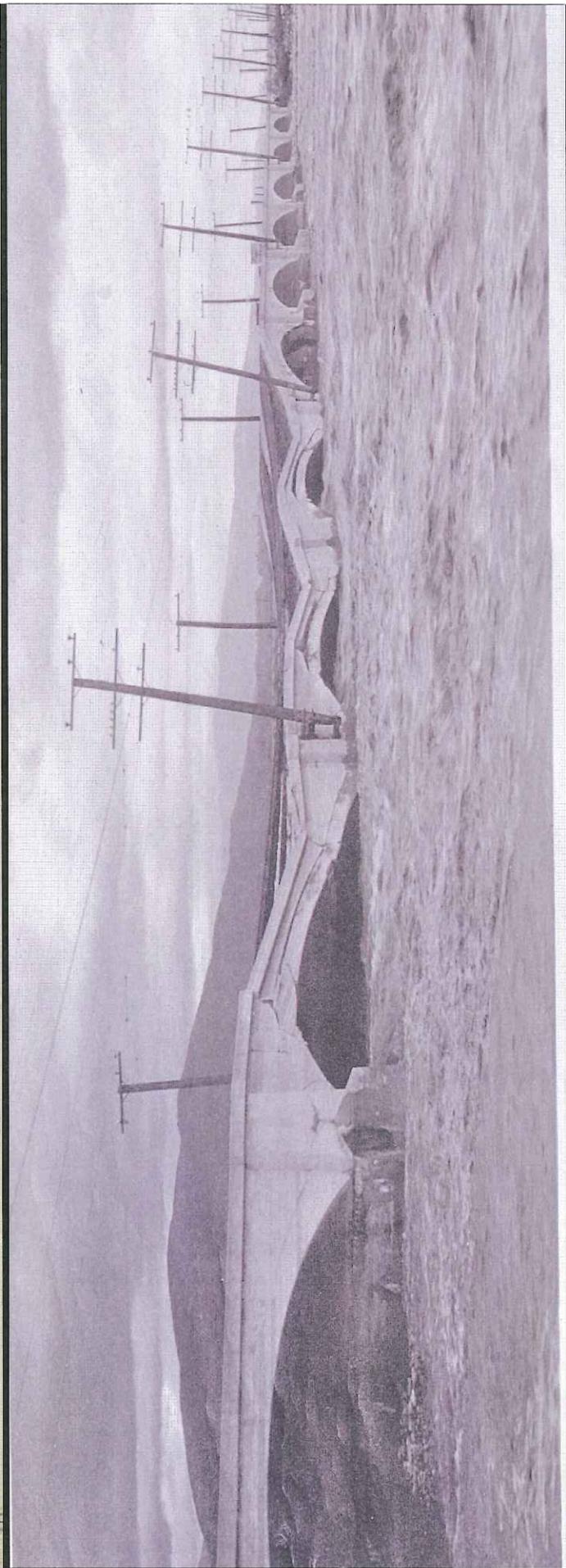
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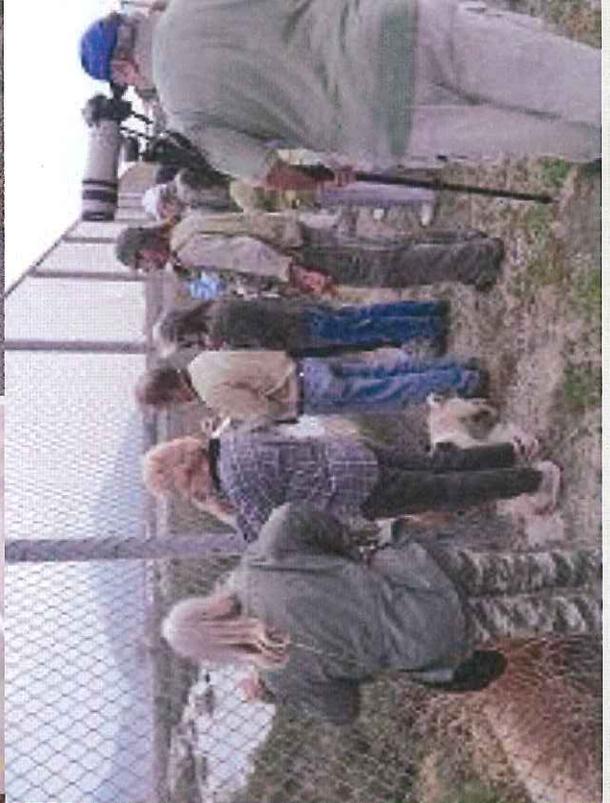
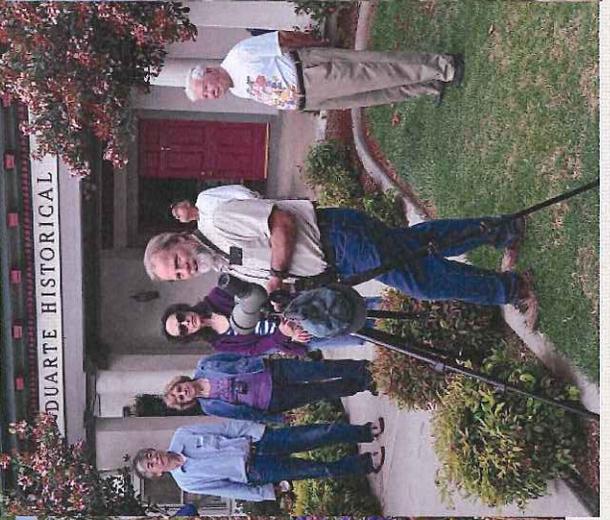
DUARTE HISTORICAL SOCIETY & MUSEUM



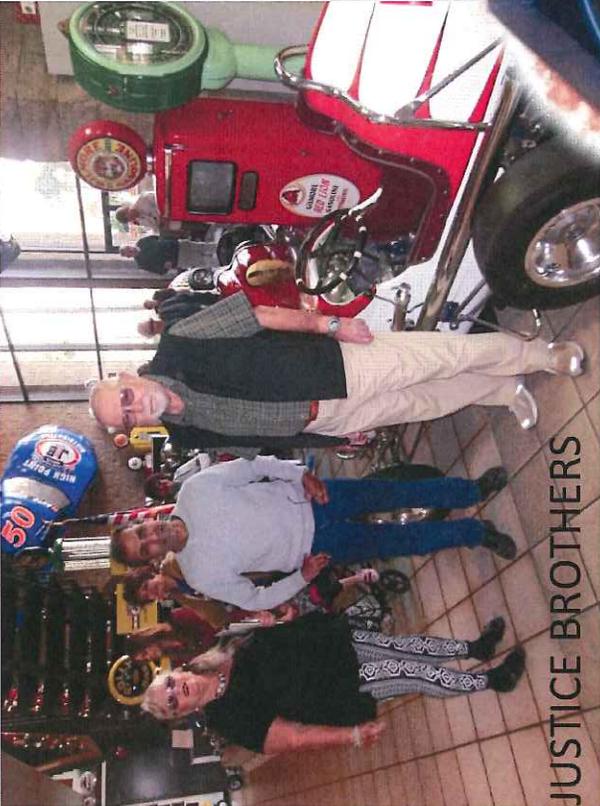
OUR MISSION: COLLECT AND PRESERVE MATERIALS PERTAINING
TO THE HISTORY OF DUARTE AND NEARBY RANCHO CITIES; PROMOTE
INTEREST IN AND APPRECIATION OF THE AREA' S PAST THROUGH
PRESENTATIONS, EVENTS, EXHIBITS, EDUCATIONAL PROGRAMS,
PUBLICATIONS, AND NATURE WALKS



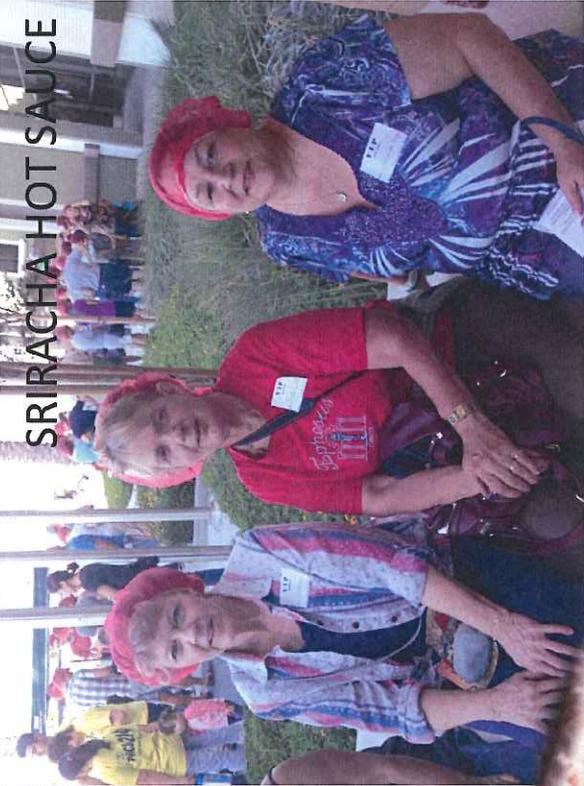
Nature & Bird Walks Annually



Tours of Local Interest



JUSTICE BROTHERS



SRIRACHA HOT SAUCE



Tours and Activities for Local Students



ROYAL OAKS STUDENTS



THE AMAZING RACE

And Local Organizations...

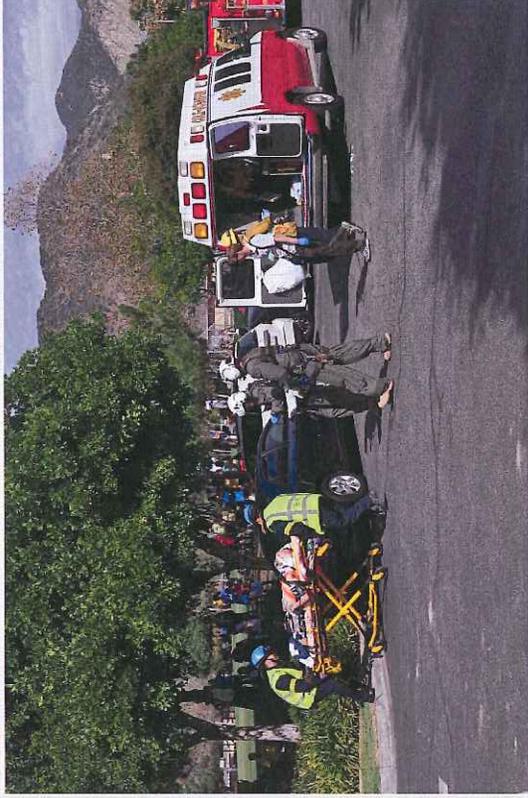
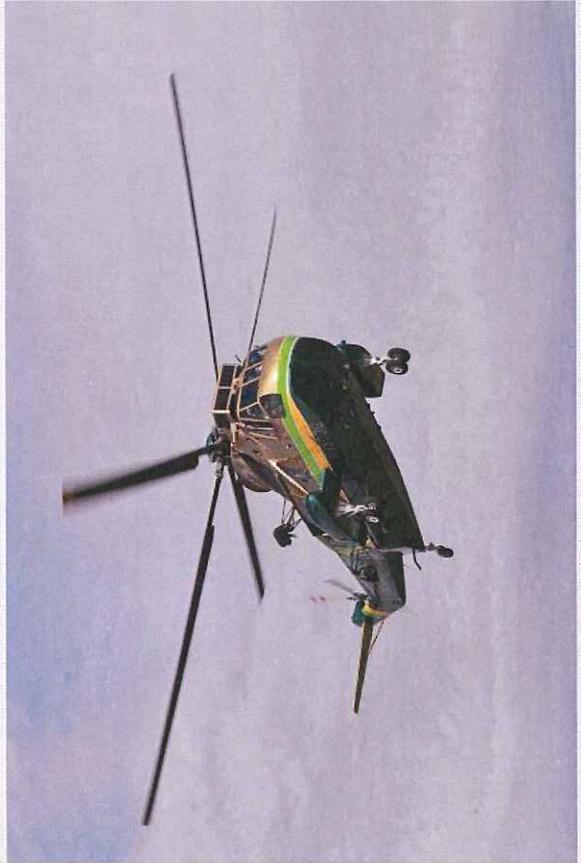


DUARTE KIWANIS CLUB

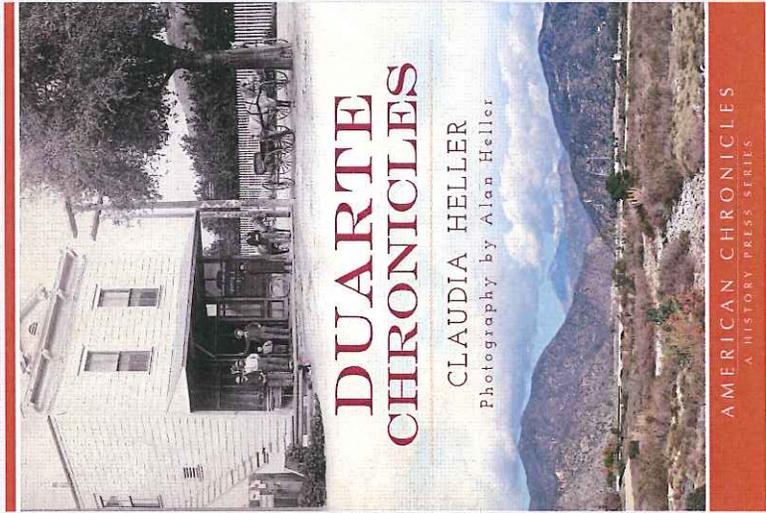
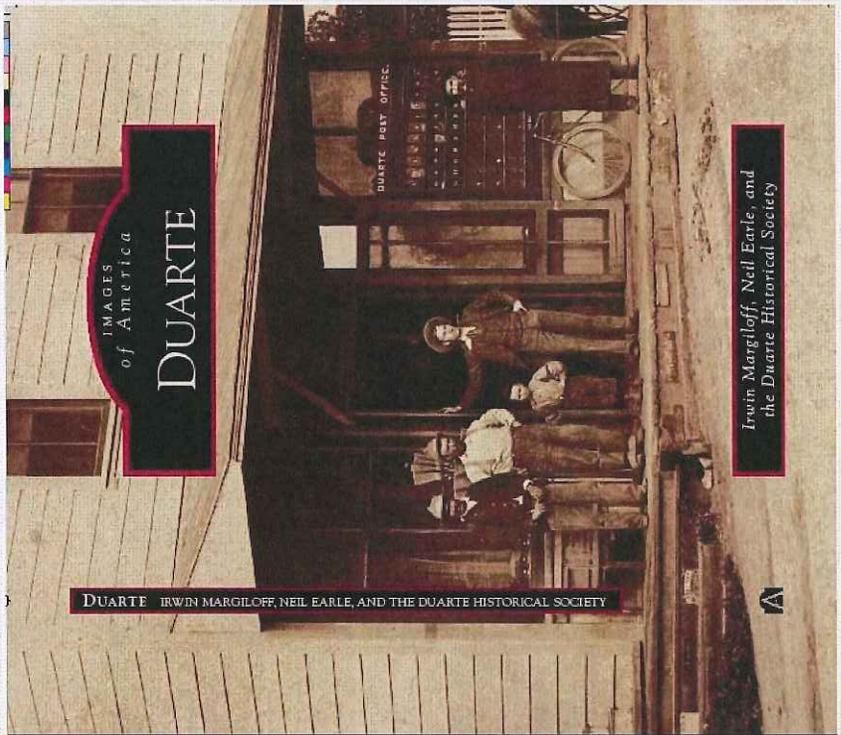


MONTE VISTA CONVALESCENT HOME

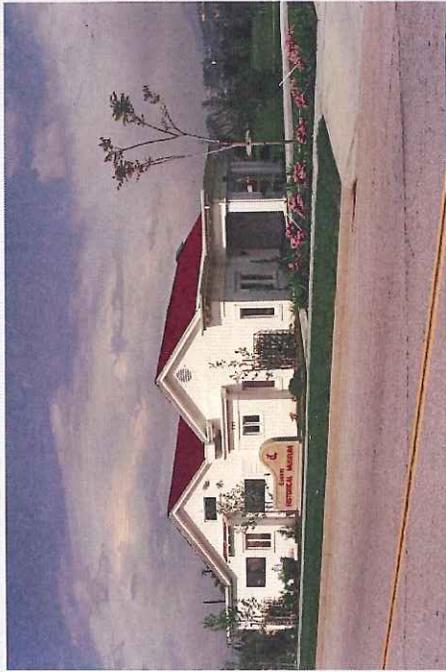
LA County Fire Training Session



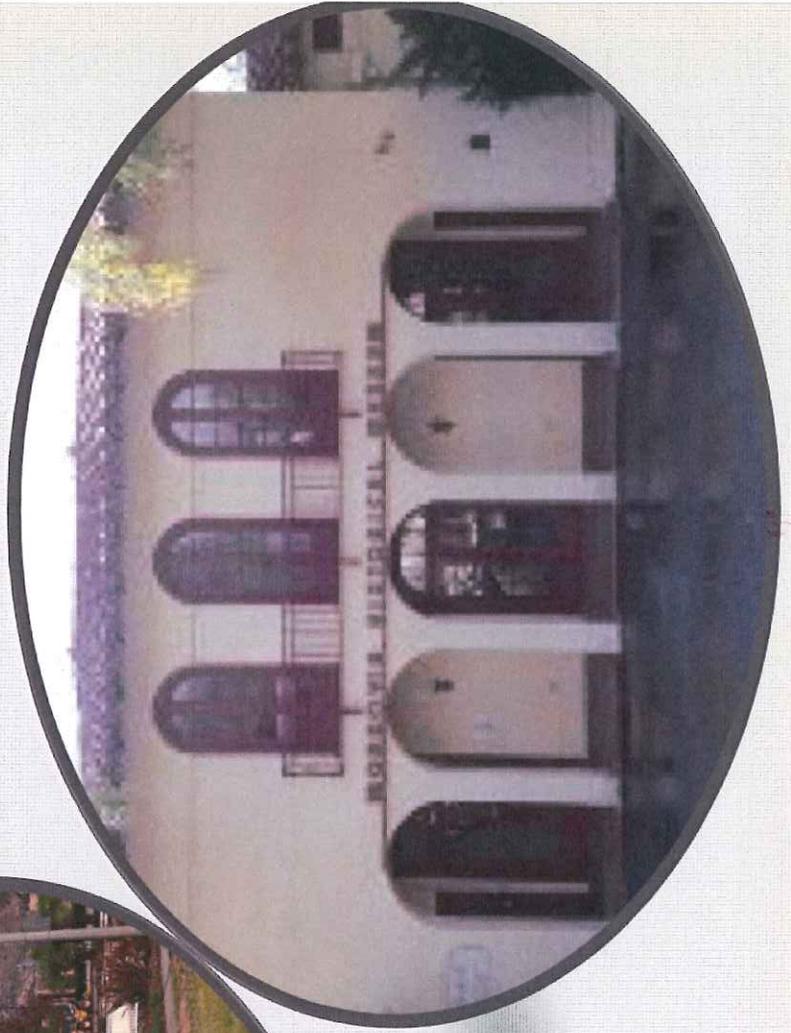
Selling Images and Chronicles



The Museum Move...1988



AZUSA AND MONROVIA MUSEUMS
ARE CITY-OWNED AND MAINTAINED



Future Needs



- Repair ceiling where water damage occurred 20 years ago (\$350)
- Replace 4 windows which have bullet holes (\$600)
 - A /C duct replacement \$2500 (Cessna)
 - Installation of exhaust fans \$900 (Cessna)
- Paint trim south facing area
- Replace water heater fusible disconnect/switched disconnect: \$400
- Replace cracked and peeling paint on windows - \$1,000
- Replace fluorescent fixtures with energy efficient lights – N/A
- Paint trim south facing area and repair museum sign: \$4200
- Clean out gutters before rainy season – Request to City
- Replace Carpets - \$5,000
- Replace Air Conditioning - \$14,000
- Replace water heater fusible disconnect/switched disconnect: \$400

Installation of Board November 23, 2014



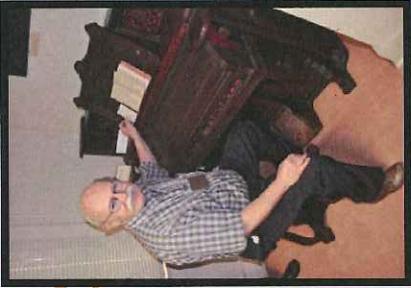
DHS BOARD OF DIRECTORS



CLAUDIA HELLER
PRESIDENT



SHERI UHLIG
VICE PRESIDENT



STEVE BAKER
TREASURER



ZOE OSBURN
SECRETARY



BOYD LEESON
DIRECTOR



DILIP TIWARI
ASST. CURATOR



JACK OCHOA
BOARD MEMBER

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – NOVEMBER 25, 2014

CALL TO ORDER The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Duarte Senior Center Dining Hall, 1610 Huntington Drive, Duarte, California. Mayor Reilly called the meeting to order at 7:05 p.m.

RECORDATION OF ATTENDANCE The following were in attendance:
PRESENT: Fasana, Finlay, Kang, Paras-Caracci, Reilly
ABSENT: None
ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching

ADOPTION OF AGENDA Fasana moved, Kang seconded to adopt the Agenda, as amended to remove Special Item 6.B, and to adjourn in memory of Mildred Paras and Ray Grabinski, and carried unanimously.

PLEDGE TO THE FLAG Cheryl Reynolds led the Pledge of Allegiance to the Flag.

MOMENT OF REFLECTION A moment of reflection was observed.

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

SPECIAL ITEMS
Proclamation – Special Olympics Host Town Days Mayor Reilly read and presented the Proclamation for Special Olympics World Games L.A. 2015 Host Town Days to Wendy Mathis, who congratulated the City on becoming a Host Town.

Reorganization
Election of Mayor/Chairperson City Manager George assumed the chair and announced that nominations were open for Mayor/Chairperson.
Reilly moved, Fasana seconded to nominate Tzeitel Paras-Caracci for Mayor/Chairperson. Fasana moved, Finlay seconded to close nominations, and carried unanimously.

Mayor Tzeitel Paras-Caracci The motion to elect Tzeitel Paras-Caracci as Mayor/Chairperson carried unanimously.

Election of Mayor Pro Tem/Vice Chairperson Mayor Paras-Caracci assumed the chair and announced that nominations were open for Mayor Pro Tem/Vice Chairperson.
Finlay moved, Fasana seconded to nominate Samuel Kang for Mayor Pro Tem/Vice Chairperson. Fasana moved, Finlay seconded to close nominations, and carried unanimously.

Mayor Pro Tem Samuel Kang The motion to elect Samuel Kang as Mayor Pro Tem/Vice Chairperson carried unanimously.
Finlay presented Mayor Paras-Caracci with a 90th anniversary shirt from the National League of Cities.

RECESS Mayor Paras-Caracci thanked her colleagues, introduced family members, and called a Recess at 7:25 p.m. City Council reconvened at 7:40 p.m., with all members present.

ANNOUNCEMENTS Sister Meredith, Hayden Child Care Center, announced 5K Run on March 14, 2015, and stated she looks forward to the City's co-sponsorship of the event.

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

Joanna Gee, Duarte Library, announced upcoming events and holiday programs in December and January.

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

Mark Montgomery announced upcoming displays at the Duarte Historical Society Museum.

ORAL COMMUNICATIONS The following spoke on items not on the Agenda.
 Steve Hernandez – Past year, Mayor, Mayor Pro Tem.
 Jeremy Schlittenhart – 710 Freeway study.
 Dan Bacani – Real estate development on Huntington Drive.

CONSENT CALENDAR Kang moved, Fasana seconded to approve the Consent Calendar as amended, as follows, and carried unanimously.
 Approve Items A, B, C, D, F, H, I.
 Remove Items E, G.

ORDINANCE No. 854
 Sale/Use of Fireworks
 (Second Reading) Item D – Council Bill 14-O-10 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING AND RESTATING CHAPTER 15.05, "FIREWORKS," TO TITLE 15, "FIRE," OF THE DUARTE MUNICIPAL CODE TO PLACE ADDITIONAL RESTRICTIONS AND PENALTIES ON THE SALE AND USE OF FIREWORKS WITHIN THE CITY OF DUARTE (Second Reading)

ITEMS REMOVED
 Item E – MOU regarding CIMP Craig Hensley presented a staff report about the item, and answered questions from Council pertaining to the cost-sharing formula. George stated staff would provide additional details if City Council wanted that information.

ITEM E – Approved Reilly moved, Fasana seconded to approve the Memorandum of Understanding (MOU) with the cities of Arcadia, Azusa, Bradbury, Monrovia, Sierra Madre, County of Los Angeles, and Los Angeles County Flood Control District regarding the administration and cost-sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) for the Rio Hondo/San Gabriel River Water Quality Group (RH/SGR WQG), and carried unanimously.

Item G–Traffic Safety/Economic Development Commissions Karen Herrera presented a staff report about the item. Reilly inquired about recruitment for a vacancy on another Commission, and asked if the Chamber approved the interchange on the Economic Development Commission. Staff has not received a resignation letter from any other Commissioner at this time, and

the Chamber is in agreement with the interchange.

ITEM G – Approved

Reilly moved, Kang seconded to authorize the commencement of recruitment for one vacancy on the Traffic Safety Commission, and to confirm the interchange of the Economic Development Commission's Chamber representative with the resident representative, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

GEORGE: Congratulated Mayor Paras-Caracci and Mayor Pro Tem Kang, wished all a happy Thanksgiving, and stated the improvements to the Community Center are coming along.

FINLAY: Attended NLC Conference in Austin, Texas, discussed a number of sessions and information presented about the need for cities to keep up with the times, attended an event regarding drought, discussed direct potable reuse of water, and provided information to staff about NLC service line warranty program.

FASANA: Expressed regret that he missed the joint meeting, stated the NLC service line warranty program should be publicized, and wished all a happy Thanksgiving,

REILLY: Stated the City and the City of Hope have links on each other's websites, attended recycled rides program at Seidner's, participated in the installation of new officers at the Historical Museum, thanked Mayor's Prayer Breakfast committee, provided information to staff about the San Gabriel Valley Consortium on Homelessness and would like us to be involved, she would like the City to be involved in a national vigil for anti-gun violence on December 11, thanked staff for the the peace and unity march, and wished all a wonderful Thanksgiving.

KANG: Apologized for not attending the Mayor's Prayer Breakfast, thanked Councilmembers for giving him the opportunity to be Mayor Pro Tem, stated he looks forward to the upcoming year, and wished all happy holidays.

PARAS-CARACCI: Asked that information about the national vigil for anti-gun violence on December 11 be brought back to City Council for review, congratulated Mayor Pro Tem Kang, thanked her colleagues, stated this will be her first time as Mayor with a son, wished all a wonderful Thanksgiving, and stated this is an inclusive community, and she is proud and honored to live here and serve as Mayor.

ADJOURNMENT

The meeting was adjourned at 8:25 p.m. in memory of Mildred Paras and Ray Grabinski.

Mayor Tzeitel Paras-Caracci

ATTEST:

City Clerk



AGENDA MEMO

TO: CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: 2015 Greater Los Angeles Homeless Count Opt-In Program

DATE: December 9, 2014

RECOMMENDATION: That the Duarte City Council approve a Memorandum of Understanding (Exhibit A) with the Los Angeles Homeless Services Authority to participate in the 2015 Greater Los Angeles Homeless Count, and authorize the City Manager to execute the Agreement.

BACKGROUND: The Los Angeles Homeless Services Authority (LAHSA), lead agency for the Los Angeles Continuum of Care (LA CoC), coordinates a biennial count of homeless people in the Los Angeles area. LAHSA is a Joint Powers Authority created by the City and County of Los Angeles. Counting homeless persons is a means to identify the number of homeless residing in shelters or living on the street, in parks or other places not typically meant for human habitation. The data gathered allows the Los Angeles Homeless Services Authority (LAHSA) to assess how and where homeless persons can best be served.

The City of Duarte participated in the 2012 Greater Los Angeles Homeless Count; City staff and volunteers successfully executed the count.

DISCUSSION: The 2015 Greater Los Angeles Homeless Count is scheduled for January 27, 2015 at 8:00pm for the San Gabriel Valley. Note: The length of the count varies from City to City depending on size.

City staff will recruit approximately 20-25 volunteers who will operate out of the City's Community Center Lounge, which will be designated as the official "deployment center" for the count. Recruited "volunteer counters" will be trained and provided with equipment and materials on the night of the count by a designated volunteer trainer at the Community Center. The deployment center serves as the centralized location for volunteer trainers and counters during the event.

Volunteer counters will be deployed in groups of 2-3 to count a specific area; this task will take approximately 3-5 hours. Volunteer counters will return to the deployment center and under the direction of the volunteer trainer, complete tally

sheets. The Los Angeles County Sheriff's Department will be assisting the City in this endeavor.

FISCAL IMPACT: The City of Duarte will be providing in-kind support to this homeless count ie: donation of facility, recruitment of volunteers, sheriff and staff time.

ATTACHMENT: Exhibit A



MEMORANDUM OF UNDERSTANDING

OPT-IN PROGRAM FOR THE 2015 GREATER LOS ANGELES HOMELESS COUNT

The 2015 Greater Los Angeles Homeless Count (2015 Homeless Count) will take place on January 27, 28, and 29, 2015. As the lead agency for the Los Angeles Continuum of Care (LA CoC), the Los Angeles Homeless Services Authority (LAHSA) coordinates a biennial census of homeless people. The LA CoC includes 85 cities and the unincorporated areas of Los Angeles County, excluding only the cities of Glendale, Long Beach and Pasadena, as each operates an independent Continuum. The data gathered from the biennial Homeless Count is extremely valuable to our mission of ending homelessness; it supplies government agencies, service providers and housing providers with a reliable estimate of the homeless population in the City and County of Los Angeles, as well as an array of demographic information.

The **Opt-In Program** gives cities, communities and other jurisdictions the opportunity to obtain locally-specific data at a high confidence level. Participation will allow your jurisdiction to use the 2015 Homeless Count methodology to obtain a point-in-time number of the unsheltered homeless population within your area. Full enumeration of every agreed-upon census tract within your jurisdiction will provide more granular data and can substantially aid efforts to evaluate existing homeless services and plan for future measures to address local homelessness in your community.

This Memorandum of Understanding (MOU) sets forth the duties and responsibilities of LAHSA and the Opt-In Participant committing to participate in the 2015 Opt-In Program.

I. DEFINITIONS

AGREEMENT means the cooperative agreement between LAHSA and your jurisdiction as specified in this MOU.

DATA PROVISION means the providing of data regarding the Point-In-Time count of unsheltered homeless persons enumerated within the boundaries of your jurisdiction as produced by the 2015 Homeless Count methodology.

DATA PUBLICATION means the distribution of 2015 Homeless Count data provided by LAHSA to the public through oral or written presentations at meetings or through any form of public media.



DEPLOYMENT SITE means a location within your area from which volunteers will be deployed to perform the 2015 Homeless Count (see [ATTACHMENT 1](#)) that meets the following requirements:

- Is **NOT** currently a site where services are provided to homeless people at night;
- Has capacity and sufficient space to hold, and contains tables and chairs for, the specified number of volunteers for your area;
- Is able to maintain sufficient cellular phone service coverage and/or has Wi-Fi access points, landline telephone lines, or another comparable means of communication in the absence of sufficient mobile service signal;
- Contains accessible restroom facilities;
- Includes, or is adjacent to, ample free parking;
- Is located within the Opt-In boundaries approved by LAHSA;
- Has a confirmed Deployment Site Coordinator to set-up the site and direct operations during the 2015 Homeless Count; and
- Has a confirmed Deployment Site Access Provider to assist with logistics and coordinating access during the 2015 Homeless Count, either by providing all necessary keys or being present to grant access during the Count.

DEPLOYMENT SITE ACCESS PROVIDER means the contact person or persons who will be responsible for providing access to each of the designated deployment sites in your area on the day/evening of the training and date of the Count (see [ATTACHMENT 1](#)).

DEPLOYMENT SITE COORDINATOR means the 2015 Homeless Count volunteer at each Deployment Site who has the following responsibilities/duties (see [ATTACHMENT 1](#)):

- Directing the operations at a volunteer Deployment Site for the date of the count, including but not limited to the set-up of the site;
- Ensuring that volunteers are deployed in teams to the proper locations;
- Tracking all volunteer teams to ensure that they return in a timely manner;
- Assisting with volunteer questions;
- Reviewing all incoming tally sheets for accuracy;
- Communicating and coordinating with the Homeless Count Regional Coordinator, SPA Leadership and LAHSA headquarters on the status of the Count at their site;
- Coordinating the pick-up and drop-off of all 2015 Homeless Count materials with LAHSA; and
- Participating in training.

ASSISTANT DEPLOYMENT SITE COORDINATORS means those 2015 Homeless Count volunteers who will be assisting the Deployment Site Coordinator as needed in the execution of his or her aforementioned duties (see [ATTACHMENT 1](#)).

FULL ENUMERATION means the complete enumeration (counting) of all unsheltered homeless persons throughout all of the agreed-upon census tracts within the boundaries of your jurisdiction.



HOMELESS COUNT (COUNT) means the process of counting homeless persons residing in shelters or living on the street, in parks, cars or other places not meant for human habitation, as well as conducting the Housing Inventory Chart (HIC), an enumeration of the number of shelters, beds and units dedicated to housing homeless persons.

HOMELESS COUNT REGIONAL COORDINATOR means the designated lead within each of the 8 SPAs who will be responsible for managing, directing and overseeing the planning, logistics, coordination and execution of 2015 Homeless Count activities (see [EXHIBIT A](#)).

LAHSA means the Los Angeles Homeless Services Authority, a Joint Powers Authority created by the City and County of Los Angeles.

OPT-IN COMMITMENT means the commitment made by your jurisdiction by means of executing this MOU to fulfill the responsibilities listed in [SECTION II](#) of this Agreement.

OPT-IN EXECUTIVE CONTACT means the Opt-In Participant's lead contact person, such as the Mayor, City Manager, President, etc. (see [EXHIBIT A](#)).

OPT-IN LEAD COORDINATOR means the person who coordinates an Opt-In Participant's volunteers and participation in the 2015 Homeless Count and serves as the lead contact person for the designated Homeless Count Regional Coordinator (see [EXHIBIT A](#)).

OPT-IN ASSISTANT COORDINATOR means the person who provides assistance and support to the Opt-In Lead Coordinator and serves as the secondary contact person for the designated Homeless Count Regional Coordinator (see [EXHIBIT A](#)).

OPT-IN PARTICIPANT means a City incorporated under the laws of the State of California, another form of local jurisdiction authorized by State law or County ordinance, or a Census-Designated Place identified by the United States Census Bureau that has committed to participate in the 2015 Opt-In Program.

REGIONAL HOMELESS COUNT MANAGER means the lead individual who will be responsible for interfacing with LAHSA and managing the 8 Homeless Count Regional Coordinators and overseeing their execution of 2015 Homeless Count activities within each Service Planning Area (SPA) (see [EXHIBIT A](#)).

SPA LEADERSHIP means the lead individual or coalition group/consortium within each of the 8 SPAs who will be responsible for assisting their designated Homeless Count Regional Coordinator with the planning, logistics, coordination and execution of 2015 Homeless Count activities, including the recruitment of volunteers (see [EXHIBIT A](#)).



II. OPT-IN PARTICIPANT RESPONSIBILITIES

As a participant in the 2015 Opt-In Program, your jurisdiction is responsible for the provision and coordination at a local level of the following information and resources required to complete the full enumeration of unsheltered homeless persons in your area:

- A. To achieve an accurate count of unsheltered homeless persons in your area, your jurisdiction agrees NOT to conduct any sweeps of homeless persons, law-enforcement-directed or otherwise, that would have the effect of moving homeless persons outside of the boundaries of your jurisdiction either within the week prior to or on the date of the Count;
- B. Designate an Opt-In Lead Coordinator and Opt-In Assistant Coordinator to organize your 2015 Homeless Count efforts with your Homeless Count Regional Coordinator and oversee all aspects of accomplishing the Count within your specific geographical area. These persons will be responsible for the planning, coordination and implementation of 2015 Homeless Count activities for your jurisdiction along with providing your designated Homeless Count Regional Coordinator with all required information including, but not limited to, weekly updates on volunteer recruitment and resources committed to the project (see EXHIBIT A);
- C. Designate Deployment Site Coordinators who are responsible for directing the operations at the Deployment Sites during the Count (see ATTACHMENT 1);
- D. The Opt-In Participant must provide and/or return to the designated Homeless Count Regional Coordinator the information and items below, including but not limited to:
 - 1) PROVIDE the name, office and cellular telephone numbers, and email address for your jurisdiction's designated Opt-In Lead Coordinator (see EXHIBIT A);
 - 2) PROVIDE the name, office and cellular telephone numbers, and email address for each Deployment Site Access Provider (see ATTACHMENT 1);
 - 3) PROVIDE the name, address, telephone number and capacity of each Deployment Site (see ATTACHMENT 1);
 - 4) PROVIDE the name, office and cellular telephone numbers and email address of the designated Deployment Site Coordinator who will be at each Deployment Site (see ATTACHMENT 1);
 - 5) PROVIDE the names, office and cellular telephone numbers and email addresses of the designated Deployment Site Assistant Coordinators who will be at each Deployment Site (see ATTACHMENT 1);



- 6) PROVIDE weekly communication of the name, telephone number and email address of each 2015 Homeless Count volunteer recruited;
 - 7) RETURN tally sheets, maps and other materials needed by LAHSA to compile the 2015 Homeless Count report; and
 - 8) RETURN unused LAHSA-provided materials including, but not limited to, clipboards, flashlights, etc.;
- E. The Opt-In Participant must provide LAHSA with the information below, including but not limited to:
- 1) PROVIDE the name, title, office telephone number and email address of the Executive Contact of your jurisdiction (see [EXHIBIT A](#));
 - 2) PROVIDE the name, office and cellular telephone numbers and email address of the designated Opt-In Lead Coordinator for your jurisdiction (see [EXHIBIT A](#));
 - 3) PROVIDE the name, office and cellular telephone numbers and email address of the designated Opt-In Assistant Coordinator for your jurisdiction (see [EXHIBIT A](#)); and
 - 4) PROVIDE confirmation of geographic boundaries for your area from which the actual number of census tracts to be counted will be determined by LAHSA (see [EXHIBIT B](#));
- F. Coordinate with the Homeless Count Regional Coordinator, who will assist in the recruitment of the required number of volunteers, as determined by LAHSA, to complete the Count in your area. Depending upon deployment needs on the date of the Count, your volunteers may be deployed to conduct 2015 Homeless Count activities outside of or adjacent to your jurisdiction;
- G. Ensure that each adult volunteer signs a release and waiver (see [ATTACHMENT 2](#)), and a legal guardian of each minor volunteer (under 18 years of age) completes and signs a release and waiver (see [ATTACHMENT 3](#)), indemnifying LAHSA and your jurisdiction from any liability during their participation on the date of the Count;
- H. Provide an inventory of potential Deployment Sites for 2015 Homeless Count volunteer training and deployment on the date of the Count that meet the requirements stated above under the definition of **DEPLOYMENT SITE** (see [ATTACHMENT 1](#));
- I. Provision of an unarmed security guard or police officer at each Deployment Site on the date of the Count. Security guards or police officers providing security services at each Deployment Site on the date of the Count must sign a release and waiver (see [ATTACHMENT 2](#))



indemnifying LAHSA and your jurisdiction from any liability during their participation on the date of the Count;

- J. Refreshments during trainings on the date of the Count; and
- K. Prior to your release and/or publication of any 2015 Homeless Count data results your jurisdiction must obtain written approval from LAHSA for the data to be released or published. Any and all data releases MUST give attribution to the Los Angeles Homeless Services Authority.

III. LAHSA RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons across the LA CoC, LAHSA will be responsible for providing the following information and resources:

- A. The hiring of a Regional Homeless Count Manager tasked with providing oversight and management of the Homeless Count and Homeless Count Regional Coordinators;
- B. The hiring of a Homeless Count Regional Coordinator knowledgeable of the SPA and its leadership;
- C. The hiring of a consultant to analyze the data and provide the Point-In-Time Count results for the LA CoC, including homeless subpopulation and totals by geography, as well as the production of a 2015 Homeless Count report;
- D. Based upon the geographic boundary information provided by your jurisdiction, LAHSA will provide a determination of the specific census tracts that need to be counted in order to achieve a full enumeration of unsheltered homeless persons in your area. LAHSA and your jurisdiction must be in agreement regarding the census tracts to be counted in your area (see EXHIBIT B) prior to the execution of this MOU;
- E. Based upon the number of census tracts to be enumerated in your area, LAHSA will provide your jurisdiction with a determination of the number of volunteers needed to successfully complete your Count (see EXHIBIT B);
- F. Based upon the number of census tracts to be counted and the geographic characteristics of your area, LAHSA will provide a determination of the specific number of Deployment Sites that will be needed for a successful Count (see EXHIBIT B);
- G. LAHSA will provide training for your Deployment Site Coordinators and 2015 Homeless Count volunteers. Deployment Site Coordinators will receive training on data collection and safety procedures. Volunteers will receive training on standard enumeration and safety procedures;



- H. Materials necessary for a successful Count, including, but not limited to, PDFs of all the materials needed to conduct the unsheltered and sheltered Count, as well as the demographic surveys;
- I. Ongoing guidance, tools, and assistance to your Opt-In Lead Coordinator; and
- J. Provide your jurisdiction with data produced by the 2015 Homeless Count methodology on the number of unsheltered and sheltered homeless persons within the geographic boundaries of your area.

IV. HOMELESS COUNT REGIONAL COORDINATOR RESPONSIBILITIES

In order to ensure a successful enumeration of homeless persons within each Opt-In Participant located in your SPA region, your designated Homeless Count Regional Coordinator will be stationed in the SPA and is responsible for assisting with the following:

- A. Volunteer outreach, recruitment and tracking;
- B. Collaborating with SPA Leadership to leverage SPA stakeholder resources and coordinate logistics for the date of the 2015 Homeless Count, including, but not limited to, determining a list of potential Deployment Sites and obtaining security personnel;
- C. Supplying materials necessary for a successful Count;
- D. Providing ongoing guidance, tools, and assistance to your Opt-In Lead Coordinator; and
- E. Maintaining general oversight and management support in conducting the Count, Youth Count, Shelter Count and Demographic Survey.

V. SPA LEADERSHIP RESPONSIBILITIES

In order to ensure a successful count of homeless persons throughout your SPA region, your SPA Leadership will work closely with your Homeless Count Regional Coordinator and is responsible for assisting with the following:

- A. Volunteer outreach, recruitment and tracking;
- B. Leveraging SPA stakeholder resources and providing logistical support prior to and during the 2015 Homeless Count, including, but not limited to, identifying potential Deployment Sites and securing office space for your designated Homeless Count Regional Coordinator; and



- C. Providing ongoing guidance, tools, resources and general assistance to your Homeless Count Regional Coordinator and each of the Opt-In Cities / Communities participating in the Count throughout your SPA region.

VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Each of the parties to this Agreement is a public entity or a community organization. In contemplation of the provisions of §895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by §895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in §895.4 and §895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of §895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs or expenses that may be imposed upon such other party solely by virtue of said §895.2. The provisions of §2778 of the California Civil Code are made a part hereto as if fully set forth herein. Each of the parties certifies that they have adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this Agreement. The provisions of this paragraph survive expiration or termination of this Agreement.

VII. OPT-IN COMMITMENT

The execution of this MOU by an authorized official of your jurisdiction signifies a commitment to participate in the 2015 Opt-In Program and to fulfill all of the responsibilities expected of Opt-In Participants as specified in SECTION II of this MOU.

VIII. RIGHT TO WITHOLD DATA

In the event that your jurisdiction decides to OPT-OUT of the 2015 Homeless Count or fails to fulfill its responsibilities under this MOU, LAHSA reserves the right to withhold any and all data produced by the 2015 Homeless Count.



IN WITNESS WHEREOF, the Opt-In Participant and the Los Angeles Homeless Services Authority have caused this MOU to be executed by their duly authorized representatives.

For: _____
Name of Opt-In Participant

By: _____
Name of Authorized Official, Title

Authorized Signature

Executed this _____ day of _____, 2014

For: Los Angeles Homeless Services Authority

By: _____
Peter Lynn, Executive Director

Executed this _____ day of _____, 2014

Print Form

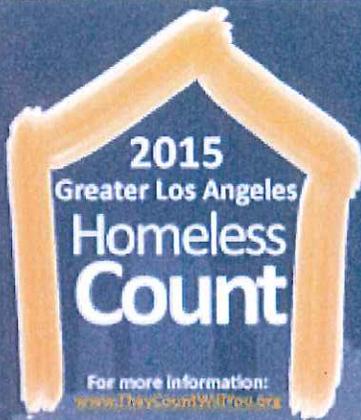


LIST OF EXHIBITS

- EXHIBIT A.....Organizational Chart and Opt-In Program Contact Information
EXHIBIT B.....Approved Census Tracts and Minimum Requirements

LIST OF ATTACHMENTS

- ATTACHMENT 1.....Deployment Site Worksheet
ATTACHMENT 2.....Release, Indemnity and Waiver of Liability Agreement for Adult Volunteers
ATTACHMENT 3.....Release, Indemnity and Waiver of Liability Agreement for Youth Volunteers



point-in-time count

The Opt-In Program

SAVE THE DATES

TUES. JANUARY 27

8:00PM

SPA 3 — SAN GABRIEL VALLEY

SPA 7 — EAST LOS ANGELES COUNTY

WEDS. JANUARY 28

8:00PM

SPA 5 — WEST LOS ANGELES

SPA 8 — SOUTH BAY / HARBOR

THURS. JANUARY 29

6:00AM

SPA 1 — ANTELOPE VALLEY

8:00PM

SPA 2 — SAN FERNANDO VALLEY

SPA 4 — METRO LOS ANGELES

SPA 6 — SOUTH LOS ANGELES

OPT-IN TODAY!

OPT-IN@LAHSA.ORG

FOR MORE INFORMATION

INTEREST FORM

In 2013, LAHSA partnered with over 90 city governments and community groups across Los Angeles County as part of the Opt-In Program to conduct a complete count of homeless populations throughout all of each jurisdiction's assigned census tracts. As we gear up for the 2015 Homeless Count, LAHSA is inviting city governments, neighborhood councils and other community groups to "Opt-In" for 2015 and make a difference in the lives of homeless men, women and children throughout Los Angeles County.

INSTRUCTIONS

If your City or Community group would like to participate in the 2015 Greater Los Angeles Homeless Count Opt-In Program, please submit a completed copy of this form to opt-in@lahsa.org by October 31, 2014. We look forward to partnering with you to make the 2015 Homeless Count a success!

- YES!** We intend to partner with LAHSA as an Opt-In Program participant for the 2015 Greater Los Angeles Homeless Count—we want locally-specific data on our homeless residents by completing a full count of every census tract! Please follow-up with our Lead Contact, below, to discuss next steps.
- Maybe!** We need to speak with a LAHSA representative before we can commit. Please follow-up with our Lead Contact, below.
- No.** My city/community group is not interested in partnering with LAHSA to obtain locally-specific data on our homeless residents as part of the 2015 Greater Los Angeles Homeless Count.

NAME OF CITY, NEIGHBORHOOD COUNCIL OR COMMUNITY

FIRST NAME

LAST NAME

ORGANIZATION/DEPARTMENT

TITLE

PHONE

EMAIL

STREET ADDRESS

CITY

, CA

ZIP CODE

031

Los Angeles Homeless Services Authority



811 Wilshire Blvd. 6th Floor Los Angeles CA 90017

Tel 213.683.3333

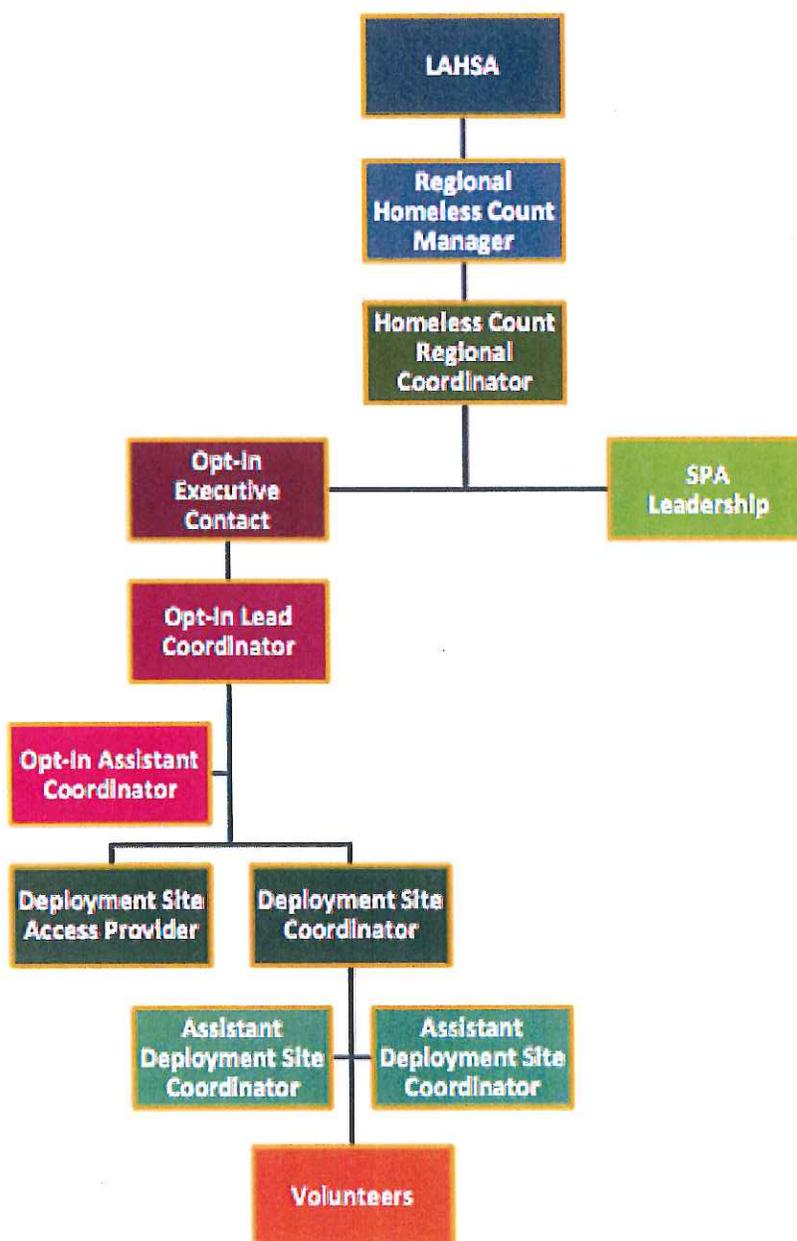
Fax 213.892.0093

Web www.lahsa.org



EXHIBIT A

**ORGANIZATIONAL CHART
AND
OPT-IN PROGRAM CONTACT INFORMATION**





LAHSA

Laura Petry

Regional Homeless Count Manager
Policy & Planning Dept.

Email: lpetry@lahsa.org

Phone: (213) 689-4096

Mobile: (949) 939-1672

Clementina Verjan

Manager
Policy & Planning Dept.

Email: cverjan@lahsa.org

Phone: (213) 683-3338

Mobile: (323) 440-6483

George McQuade

Director
Communications Dept.

Email: communications@lahsa.org

Phone: (213) 225-8491

Fax: (213) 892-0093

SPA 3
The San Gabriel Valley

Stephen Fomba

Homeless Count
Regional Coordinator

Email: spa3homelesscount@lahsa.org

Phone: (626) 665-3434

Mobile:

**San Gabriel Valley
Consortium on
Homelessness**

Lead: Todd Palmquist

Email: todd@sgvc.org

Phone: (626) 214-5986

Jan Cicco

Primary Representative
Coordinating Council

Agency: City of Pomona

Email: Jan_cicco@ci.pomona.ca.us

Phone: (909) 620-2571

Lisa Cooper

Alternate Representative
Coordinating Council

Agency: Volunteers of America of L.A.

Email: cooper@voala.org

Phone: (626) 277-5231

Email:

Phone:

Fax:

Email:

Phone:

Mobile:

Opt-In Lead Coordinator

Email:

Phone:

Mobile:

Opt-In Assistant Coordinator



ATTACHMENT 1

DEPLOYMENT SITE WORKSHEET

Please complete one worksheet for each 2015 Homeless Count Deployment Site.

Jurisdiction		Count Date	
Deployment Site	Location	Site Name	
		Address	
		SPA	Site Code
	Capacities	Volunteer Capacity	# Volunteers
		On-Site Parking	Off-Site Parking
		# Tables	# Chairs
		# Tracts	# Teams
Designated Contacts	Deployment Site Access Provider	Name	
		Email	
		Work	Mobile
	Deployment Site Coordinator	Name	
		Email	
		Work	Mobile
	Assistant Deployment Site Coordinator	Name	
		Email	
		Work	Mobile
	Assistant Deployment Site Coordinator	Name	
		Email	
		Work	Mobile



ATTACHMENT 2

RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR ADULT VOLUNTEERS

I. TERMS OF PARTICIPATION IN 2015 GREATER LOS ANGELES HOMELESS COUNT

- A. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2015 Greater Los Angeles Homeless Count (2015 Homeless Count), and that I may volunteer to assist in this important community effort as set forth in this Agreement. As a 2015 Homeless Count volunteer, I also understand that my behavior and actions will be expected to reflect the best example of social moral code and ethics.
- B. I understand and agree that my services are temporary, and therefore are only requested on the date(s) of January 27, 28, and/or 29, 2015 from 8:00 p.m. until my Street Count shift is finished (approximately between 12:00 a.m. and 2:00 a.m.). I further understand that I am eligible to participate on all three consecutive dates.
- C. I understand that my involvement in the 2015 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that I may withdraw from the 2015 Homeless Count at any time without any cause or justification.
- D. I understand and agree that I must complete a 30-minute training session either prior to or on the date of the Street Count as a requirement to participate in the 2015 Homeless Count.
- E. I understand and agree that I will not receive any monetary compensation for attending the 30-minute training session, nor will I receive monetary compensation for any date that I volunteer for the 2015 Homeless Count, unless I am a registered Homeless Stipend Volunteer.
- F. I understand and agree that I am responsible for transportation to and from the training session and deployment sites on the specified dates and times of such events.

II. ASSUMPTION OF RISK

I understand and agree that my participation in the 2015 Homeless Count as a Volunteer holds inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these



risks vary from minor to severe, and I hereby agree to accept all risks of injury, of any nature whatsoever.

III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- A. I understand that my participation is voluntary, and as such, I hereby agree to waive, discharge, and release LAHSA and any of its employees, agents, and stakeholders from all liability for any loss or claims for damages of any nature whatsoever, including injury to person or property.
- B. I further agree to indemnify and hold LAHSA and any of its employees, agents, and stakeholders harmless from liability for any loss or claims for damages of any nature whatsoever, including injury to person or property.

I have carefully read and fully understand the meaning and effect of the foregoing statements, and without reservations I would like to participate in the 2015 Greater Los Angeles Homeless Count.

Volunteer Name: _____
Print Name

Volunteer Signature: _____
Signature

Date of Signature: _____ / _____ / _____
Month Day Year



ATTACHMENT 3

RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT FOR YOUTH VOLUNTEERS

I. TERMS OF PARTICIPATION IN 2015 GREATER LOS ANGELES HOMELESS COUNT

- A. I understand and agree that the Los Angeles Homeless Services Authority (LAHSA) will be conducting the 2015 Greater Los Angeles Homeless Count (2015 Homeless Count), and that my son, daughter or other minor dependent may volunteer to assist in this important community effort as set forth in this Agreement. As a 2015 Homeless Count volunteer, I also understand and agree that my son's, daughter's or other dependent's behavior and actions will be expected to reflect the best example of social moral code and ethics.
- B. I understand and agree that my son's, daughter's or other minor dependent's volunteer service will be limited to assisting with various activities within a specified Deployment site under the supervision of the Deployment Site Coordinator, and that he or she will not participate in Street Count activities outside of the Deployment site.
- C. I understand that my son's, daughter's or other minor dependent's services are temporary, and therefore are only requested on one or more the date(s) of January 27, 28, and/or 29, 2015 from 8:00 p.m. until ≈12:00 a.m.
- D. I understand and agree that my son's, daughter's or other minor dependent's involvement in the 2015 Homeless Count may be terminated at any time due to inappropriate behavior, reckless endangerment, or lack of sufficient work productivity, and that my son, daughter or other minor dependent may withdraw from the 2015 Homeless Count at any time without any cause or justification.
- E. I understand and agree that my son, daughter or other minor dependent will not receive any monetary compensation for attending the 30-minute training session, nor will he or she receive monetary compensation for any date that he or she volunteers for the 2015 Homeless Count.
- F. I understand and agree that I am responsible for the transportation of my son, daughter or other minor dependent to and from the training session and deployment sites on the specified dates and times of such events.



II. ASSUMPTION OF RISK

I understand and agree that my son's, daughter's or other minor dependent's participation in the 2015 Homeless Count as a Volunteer in the Deployment Site holds certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that these risks vary from minor to severe, and I hereby agree to accept all risks of injury, of any nature whatsoever.

III. RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

- A. Indemnification: I understand that my son's, daughter's or other minor dependent's participation is voluntary, and as such I hereby agree to waive, discharge, and release LAHSA, and any of its employees, agents and stakeholders from all liability for any loss or claims for damages of any nature whatsoever, including injury to person or property.
- B. I further agree to indemnify and hold LAHSA and any of its employees, agents, and stakeholders harmless from liability for any loss or claims for damages of any nature whatsoever, including injury to person or property.

I, the undersigned, hereby represent that I am the parent/legal guardian of the below-named youth volunteer, a person under the age of 18 years, and that I have the legal authority to execute this Release. I have carefully read and fully understand the meaning and effect of the foregoing statements, and without reservations I give permission to my son, daughter or other minor dependent to participate in the 2015 Homeless Count.

Youth Volunteer Name: _____
Print Name

Parent/Guardian Name: _____
Print Name

Parent/Guardian Signature: _____
Signature

Date of Signature: _____ / _____ / _____
Month Day Year



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.ci.duarte.ca.us

To: Darrell George; City Manager

From: Brian Villalobos; Director of Public Safety

Subject: Resolution 14-28 to Accept CalGRIP Grant Funds

Date: December 3, 2014

This is a resolution for the City Council to consider accepting the California Gang Reduction and Intervention Program (CalGRIP) grant funding of \$325,171 annually (\$975,513 in total), along with the Board of State and Community Corrections (BSCC) recommendations for administering the grant. The grant period is for 36 months, from January 1, 2015, through December 31, 2017.

A portion of this grant will provide the Duarte Prevention and Intervention Program with the funds necessary to retain a School Resource Deputy position and to add an additional Deputy Probation Officer position. Additionally, \$20,000 of the funds will go to the Flintridge Center to continue contracting for reintegration services provided by them. Funds will also support the Duarte Public Safety and Teen Center youth outreach programs and the Duarte Boxing Program. As required by the grant, twenty percent of the funds will go to our local Community Based Organization (CBO) partners, the Boys and Girls Club of the Foothills, the Santa Anita Family YMCA, and Southland Sings.

Fiscal Impact: The CalGRIP Grant is a 50% matching grant. The resolution accepting the grant and the attached budget makes the necessary budget amendments to the general fund.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
ACCEPTING THE CALIFORNIA GANG REDUCTION AND INTERVENTION
PROGRAM (CalGRIP) FUNDING OF \$325,171 PER YEAR DURING 2015, 2016, AND
2017, AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)
RECOMMENDATIONS FOR ADMINISTERING THE GRANT**

WHEREAS, the City of Duarte will use local collaborative efforts to reduce gang activity through the use of evidence based prevention, intervention, and reintegration activities during January 1, 2015, through December 31, 2017; and

WHEREAS, the City of Duarte will contract to work in a collaboration with the community based organizations of the Boys and Girls Club of the Foothills, the Flintridge Center, the Santa Anita Family YMCA, and Southland Sings, and contribute the required twenty percent of funding toward the growth of their programs; and

WHEREAS, the City of Duarte has applied for and has been awarded a grant in the amount of \$325,171 per year for calendar years 2015, 2016, and 2017, from CalGRIP Gang Reduction and Intervention Program, which grant is subject to certain recommendations made by the BSCC; and

WHEREAS, the City of Duarte will match the approved funding dollar for dollar and will administer the Duarte CalGRIP grant;

NOW, THEREFORE, the City Council of the City of Duarte resolves as follows:

Section 1. The City Council approves a budget adjustment to City and Community Based Organization partner programs enhanced by the CalGRIP grant (Exhibit 1).

Section 2. The City of Duarte accepts the approved funding of \$325,171 per calendar year, and resolves to work with the BSCC recommendations for the CalGRIP grant to address gang related issues in our community.

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2014.

Mayor Tzeitel Paras-Caracci

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. 14-28 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 9th day of December, 2014, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California

CAL GRIP (Yearly Budget)

	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits				
2. Services and Supplies	\$ 36,760		\$ 36,760	\$ 73,520
3. Professional Services	\$ 183,394	\$ 163,394		\$ 346,788
1. CBO Contracts actual 22.30% <i>(min. 20% of grant funds)</i>	\$ 72,500	\$ 26,500	\$ 79,620	\$ 178,620
5. Indirect Costs <i>(no more than 10% of grant funds)</i>				
6. Evaluation/Data Collection <i>(min. 10% of grant funds)</i>	\$ 32,517		\$ 18,897	\$ 51,414
7. Fixed Assets/Equipment				
8. Other <i>(e.g. Travel, Training Expenses)</i>				
Year TOTAL	\$ 325,171	\$ 189,894	\$ 135,277	\$ 650,342

Three Year Total (2015-2017)	\$ 975,513.00	\$ 569,682.00	\$ 405,831.00	\$ 1,951,026.00
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AGENDA MEMO

TO: CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: LOS ANGELES GUN VIOLENCE PREVENTION NETWORK'S
"LIGHT LA" MEMORIAL EVENT PARTICIPATION

DATE: December 9, 2014

RECOMMENDATION: That the Duarte City Council, by motion, authorize the City's official participation in the local Los Angeles Gun Violence Prevention Network's "Light LA" gun violence memorial event on December 11, 2014 and authorize the staff to publicize the event on City communication platforms.

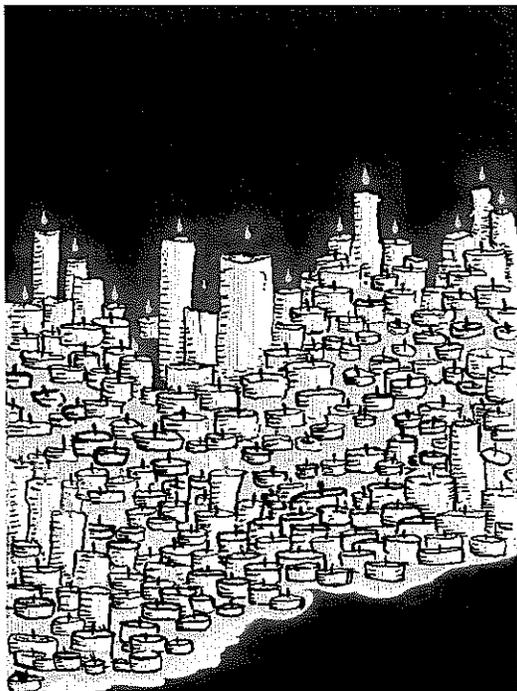
BACKGROUND: As part of a nationwide Gun Violence Memorial, scheduled to be held at the Washington National Cathedral, Washington D.C. on December 11th, the members of the local Los Angeles Gun Violence Prevention Network including Women Against Gun Violence, the Newtown Action Alliance, the Brady Campaign local chapters and the Violence Prevention Network of Greater Los Angeles will join together locally in the "Light LA" campaign.

DISCUSSION: The "Light LA" campaign has been created by the local chapter of Women Against Gun Violence to remember those lost to gun violence and re-commit to preventative actions that could help stop future gun tragedies in Los Angeles County. Women Against Gun violence educates the public, policymakers and the media about the human, financial and public health consequences of gun violence.

Event organizers are encouraging interested individuals and organizations to participate in the "Light LA" campaign by simply placing candles (flameless preferred) in their home or business windows and/or gather in their neighborhoods, schools or places of worship in remembrance of those lost to gun violence.

In terms of City participation, due to time constraints, staff is only proposing to provide marketing assistance by utilizing various platforms including the City website, electronic sign and social media.

FISCAL IMPACT: None



LIGHT LA

December 11, 2014
7 PM

To Remember & To Commit
To Prevent Gun Violence

*(Part of the 2nd Annual National Vigil To
Remember Gun Violence Victims)*

*Artwork by Wendy Trinidad with
Otis College of Art and Design*

MEDIA ADVISORY

CONTACT INFO: NAME
CELL NUMBER
EMAIL ADDRESS

WHO: Your Organization, VIP attendees

WHAT: As part of the nationwide Gun Violence Memorial event being held at the National Cathedral in Washington D.C. on December 11, ***YOUR ORGANIZATION NAME*** joins Women Against Gun Violence, Newtown Action Alliance, Brady Campaign local chapters, Violence Prevention Coalition of Greater Los Angeles, and the many other members of the Los Angeles Gun Violence Prevention Network, as we remember all victims of gun violence.

In Los Angeles County, on December 11, our communities will participate in our #LightLA campaign. All over Los Angeles County, individuals will place candles in their windows or gather in neighborhoods, schools, and places of worship to light candles at 7 pm, both to remember those lost to gun violence and to commit to taking preventative action.

Participants will post photos of their community and individual
memorials to the Women Against Gun Violence facebook page and to
Twitter with the hashtag #LightLA, and to commit to taking small
simple steps to reduce gun violence. Action items are listed at
www.wagv.org

WHERE: Your location

WHEN: Time and Date

###

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: December 4, 2014

SUBJECT: Conference Attendance – City Council Meeting of December 9, 2014



California Contract Cities
48th Annual Sacramento Legislative Orientation Tour
January 12-14, 2015
Sheraton Grand Hotel, Sacramento
Registration: \$375-\$400
Hotel: \$275 per night

Save the Date!



48th Annual Sacramento Legislative Orientation Tour

REGISTRATION: \$375-\$400

HOTEL: \$275/night

Registration
Coming Soon

Where

Sheraton Grand Hotel, Sacramento, CA.

When

January 12-14, 2015

What To Expect

- ★ *Leadership Briefing Session in the Capitol*
- ★ *Open Discussions With Leadership, Legislators and Colleagues*
- ★ *Luncheon Session*
- ★ *Networking Opportunities*
- ★ *Reception for Legislators*

Details to follow

California Contract Cities Association
11027 Downey Avenue, Downey, CA 90241
(562) 622-5533
info@contractcities.org

f facebook
t twitter

DUARTE CITY COUNCIL – INTERGOVERNMENTAL ORGANIZATIONS

AREA “D” EMERGENCY SERVICES

City Manager *Representative*
Full Council *Alternates*

CALIFORNIA CONTRACT CITIES

Liz Reilly *Delegate*
Margaret Finlay *Alternate*
3rd Wednesday - 7:00 p.m.

CITY SELECTION COMMITTEE (COUNTY)

Margaret Finlay *Delegate*
Liz Reilly *Alternate*
3 or 4 times a year, at the call of the Chairman

COMMUNITY EDUCATION COUNCIL

Tzeitel Paras-Caracci *Representative*
Samuel Kang *Alternate*
3rd Wednesday - 7:00 p.m.

DUARTE COMMUNITY SERVICE COUNCIL

Samuel Kang *Representative*
Tzeitel Paras-Caracci *Alternate*
1st Wednesday - 7:00 p.m.

DUARTE EDUCATION FOUNDATION

Margaret Finlay *Representative*
John Fasana *Alternate*
1st Monday - 5:30 p.m.

FOOTHILL EMPLOYMENT AND TRAINING CONSORTIUM

Samuel Kang *Delegate*
Tzeitel Paras-Caracci *Alternate*

FOOTHILL TRANSIT – \$100/mtg (4/yr)

Tzeitel Paras-Caracci *Delegate*
Samuel Kang *Alternate*

GOLD LINE PHASE II JPA – \$100/mtg (1/mo)

Liz Reilly *Delegate*
Tzeitel Paras-Caracci *Alternate*
2nd Thursday/month – 11:30 a.m.

JOINT POWERS INSURANCE AUTHORITY

Margaret Finlay *Director*
City Manager/Full Council *Alternates*
Annual Meeting – July

LEAGUE OF CALIFORNIA CITIES

John Fasana *Delegate*
Full Council *Alternates*
1st Thursday - 7:00 p.m.

SGV COUNCIL OF GOVERNMENTS - \$50/mo

John Fasana *Governing Board Rep.*
Margaret Finlay *Alt. Governing Board Rep.*
3rd Thursday - 6:00 p.m.

SGV ECONOMIC PARTNERSHIP

Samuel Kang *Representative*
Full Council *Alternates*
2nd Tuesday of odd months – 12:00 noon

SGV VECTOR CONTROL DISTRICT - \$100/mo

Margaret Finlay *Representative*
2nd Friday – 7:00 a.m.

SANITATION DISTRICTS #15 AND #22 - \$250/mo

Liz Reilly *Director*
Margaret Finlay *Alternate*
4th Wednesday - 2:00 p.m.

SO. CAL. ASSOCIATION OF GOVERNMENTS

Margaret Finlay *Delegate*
Full Council *Alternates*
Annual Meeting - April

*Note: Compensated positions
are shown in boxes

Updated: December 10, 2013



AGENDA MEMO

TO: MAYOR & MEMBERS OF THE DUARTE CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: SIXTH AMENDMENT TO THE BURRTEC MUNICIPAL WASTE COLLECTION AGREEMENT AND ANNUAL COMMERCIAL REFUSE COLLECTION & RECYCLING RATE ADJUSTMENT

DATE: December 9, 2014

RECOMMENDATION: That the City Council approve amendment No. 6 to Municipal Solid Waste, Recyclables and Green Waste Services Agreement between the City of Duarte and Burrtec Waste Industries including an extension of the term of the agreement to December 31, 2018 and the refuse collection and recycling rates set forth in the attached schedule, to become effective January 1, 2015.

BACKGROUND: Burrtec Waste Services began providing franchised refuse collection and recycling services in the City of Duarte on November 1, 1996. Burrtec has consistently provided top quality service at a competitive rate, providing quick response times to questions or concerns. In recent years, Burrtec completed the conversion of the diesel fleet to alternative fuel trucks, implemented used oil and sharps curbside collection programs, offered e-waste collection at the annual Community Cleanups, a construction and demolition processing option and most recently instituted a new multi family recycling program featuring a 75% participation rate. Burrtec has also always been a stellar example of a good community partner. The Company consistently is a strong presence by supporting numerous community events and programs such as the recent annual Mayor's Prayer Breakfast and Community Service Awards.

The most recent one-year contract extension took place in September of this year, as part of the first ever, "Annual Performance Review" process between the City and Burrtec. The Performance Review process was created as part of Amendment No. 3 back in 2009 but not initiated until 2014.

At this meeting, the City Council both approved the annual Burrtec Performance Review and a one-year extension of the current Burrtec Agreement through December 31, 2018. This process not only allowed the Council to thoroughly evaluate Burrtec's services, but also ensured a rolling three year remaining term on the Agreement, which is typical and appropriate given the highly technical bidding, contractual, capital and logistical issues associated with changing a City-wide refuse and recycling contractor. Staff noted at the time the extension was approved, that documentation associated with it would be

bundled with other miscellaneous items and brought back as Amendment No. 6 prior to the end of the year.

In terms of the rates, the original 1996 Burrtec contract set forth a specific formula by which rates are to be adjusted over time. The City's responsibility is to review the rates proposed by Burrtec and confirm that the calculations are correct. The basic contract calculation provisions are as follows:

- Rates are to be adjusted annually effective each January 1.
- Rates are adjusted up or down based on the contract formula that accounts for various cost factors, including Consumer Price Index (CPI), fuel prices and tipping fees.
- Burrtec may request an adjustment in excess of 4%, when justified.

DISCUSSION:

Rate Review Overview:

On October 7, 2014 Burrtec submitted its request for adjustments to its refuse collection and recycling rates to become effective January 1, 2015. (See Attachment A) Staff is pleased to report that based on the above formula, Burrtec is not requesting an increase in residential refuse rates this year, only commercial. The only area Duarte residents will see a slight 4 cent increase in is the cost of street sweeping services from \$1.43 per month to \$1.47. However, in terms of residential refuse rates, Burrtec has requested to reserve the right to carryover the CPI cost factor into next year's review. Note: CPI for 2014 was 2%. In terms of Duarte business customers, the most commonly used service is a 3-yard bin serviced once a week, and those customers will pay about \$2.39 or 2% more per month.

You may recall that residential rates were increased by 8% in 2013 for the following year largely due to the increased cost of green waste disposal and reduced recycling rebates. Prior to that, Duarte residents had not seen an increase to their rates since 2011. Nonetheless, Duarte continues to maintain some of the lowest rates in Los Angeles County. As shown on Attachment B, Duarte's most commonly used residential rate is the lowest of all 25 cities surveyed and our most commonly used commercial service rate continues to be lower than the average, compared to surrounding cities. Note: City's noted with an "N/A" under commercial rate do not have exclusive commercial refuse/recycling contracts, thus a fair comparison could not be made.

Refuse and Recycling Rate Contract Analysis:

Since receiving Burrtec's request, City Staff has been reviewing the cost data supplied by Burrtec and the cost increases calculated by Burrtec have been confirmed and are in compliance with the contract provisions. The public tipping fees for 2015 at Puente Hills Material Recovery Facility (PHMRF) are \$49.25 for trash and \$39.50 for green waste. However, due to Amendment No. 5 which the Council adopted in December of 2013, "Ownership of Waste" was legally clarified allowing Burrtec the right to negotiate long term tipping fees for the City's waste stream. As a result, Burrtec's contractual rate for our City is \$42.58 for trash and \$33.90 for green waste.

Besides the slight change in tipping fees the other main components included in the rate calculation include, the Consumer Price Index (CPI) which is 2% for 2014 and added to the base service rate only and the change in the average price per gallon of fuel based on the US Dept. of Energy Alternative Fuel Pricing Report, which actually decreased by 0.08%.

Refuse and Recycling Rate Contract Adjustment

Attachment A to this report contains a table that lists all of the refuse collection and recycling rates currently being charged by Burrtec Waste Services and what those rates become when adjusted based on the contract formula. The resulting rates thus reflect a 0% increase in Residential Service and an approximate \$2.39 increase or 2% in the most commonly used Commercial Refuse Service. In terms of other key categories, the Commercial Recycling Service rate saw a 1% increase and Commercial Green Service rate a 0% increase. You may recall green waste rates increased substantially in the last rate review due to the transition from green waste being used as Alternative Daily Cover (ADC) to being processed as mulch. Note: there is currently only one customer using a commercial green waste bin in the entire City of Duarte at this time.

Sixth Amendment to the Burrtec Agreement

Based on the Performance Review outcome, staff both supported the one year Agreement extension until December 31, 2018 and concurred with the below recommendations that arose from the process which became the basis for Amendment No. 6. (See Attachment C) Staff's review finds that most of these items are more or less Contract clean up language that arose due to the recently completed comprehensive Performance Review. The items are summarized as follows:

- **Office Hours** – Revise from Monday through Saturday, 7:00 am to 6:00 pm to Monday through Friday, 8:00 am to 5:00 pm;
- **Contractors Payments to City** – Revise due date from the 10th of the month to the 30th of the month;
- **Container Maintenance** – Revise from within 24-hours to next service day and/or within 24 hours if necessary;
- **Insurance** – Amend Insurance from \$20,000,000 per occurrence to a more accepted industry standard limit of \$2 million per occurrence plus a review of all insurance limits in general.
- **Vehicle Maintenance** – Revise truck painting requirement from a mandatory every 2.5 years to as needed or upon City request;
- **Truck Noise Testing** – Revise annually to upon City request.

Council also requested additional discussion on each individual Amendment No. 6 items.

Office Hour Revision Request – Revise office hours from Monday through Saturday, 7:00 am to 6:00 pm to Monday through Friday, 8:00 am to 5:00 pm. The proposed times have actually been in place since contract inception. No customer complaints regarding office hours have been received and customers who leave messages are contacted the next business day.

Contractors Payments to City Request – Revise due date from the 10th of the month to the 30th of the month to allow adequate time for proper reconciling financial records and processing payment. This practice has also been in place since the Contract was initially executed.

Container Maintenance Request – Revise from “within 24-hours” to next service day and/or within 24 hours if necessary. This is particularly helpful in the residential sector where customers are well aware of their service day and it minimizes confusion when trying to exchange the container. In emergency cases where customers absolutely need the barrel immediately, the container will be delivered the next business day.

Insurance Adjustment Request – Amend Insurance from \$20,000,000 per occurrence to a more accepted industry standard limit of \$2 million per occurrence plus a review of all insurance limits in general. This statement is illustrated in Attachment D which depicts a survey of 26 communities and their typical insurance coverage levels

Vehicle Maintenance Request – Revise truck painting requirement from a mandatory every 2.5 years to as needed or upon City request. As they have historically, refuse and recycling trucks will continue to be maintained in an aesthetically good condition. Also, eliminating unwarranted truck painting reduces unwanted air pollutants and emissions.

Truck Noise Testing Request – The new CNG trucks operate at lower noise levels than traditional diesel trucks. Since this conversion, Burrtec has received no complaints regarding truck noise, thus the request to revise annual truck noise testing to upon City request appears warranted.

FISCAL IMPACT

None for residents, other than a slight 4 cent per month increase in street sweeping, and the most commonly used commercial service would pay about \$2.39 more per month. The current Burrtec Service Agreement would be extended to December 31, 2018.

ATTACHMENTS:

Attachment A: Rate Request

Attachment B: Rate Survey

Attachment C: Amendment No. 6

Attachment D: Insurance Requirement Survey

City of Duarte
Burrtec Waste Services
Annual Refuse Collection and Recycling Rate Adjustment
Effective January 1, 2015

	Current Rates	Proposed New Rates	Change
Residential Service:			
90/60/60	\$ 21.16	\$ 21.16	0%
60/60/60	\$ 18.38	\$ 18.38	0%
40/60/60	\$ 16.94	\$ 16.94	0%
40/60/60 - Senior and/or handicapped	\$ 16.03	\$ 16.03	0%
Additional 90 gallon refuse container (each)	\$ 6.92	\$ 6.92	0%
Additional 60 gallon refuse container (each)	\$ 5.39	\$ 5.39	0%
Extra refuse container collection/service (each)	\$ 7.04	\$ 7.04	0%
Additional recycling container - one	no charge	no charge	
Additional recycling containers - two or more (each)	\$ 1.25	\$ 1.25	0%
Additional green waste container (each)	\$ 1.29	\$ 1.29	0%
Wildlife deterrent barrel (+ base fee)	\$ 6.70	\$ 6.70	0%
Container exchange (1 free/year) (each)	\$ 18.73	\$ 18.73	0%
Additional bulky waste pickup including CRT (2 free/yr)	\$ 23.45	\$ 23.45	0%
Backyard collection:			
Resident requested convenience (+ base fee)	\$ 20.25	\$ 20.25	0%
Manual collection (+ base fee)	\$ 25.97	\$ 25.97	0%
Senior and/or handicapped	base fee only	base fee only	
Residential Street Sweeping Service	\$ 1.43	\$ 1.47	3%
Commercial Service:			
Wheeled toter (90/60 - once per week)	\$ 25.84	\$ 26.36	2%
Wheeled toter (60 recycling only - once per week)	\$ 11.07	\$ 11.29	2%
Wheeled toter (90/60-green waste only - once per week)	\$ 15.23	\$ 15.53	2%
Refuse bin collection:			
<u>Bin Size</u>	<u>Times</u>		
	<u>per Week</u>		
1	1	\$ 92.35	\$ 93.88 2%
1	2	\$ 154.95	\$ 157.53 2%
1.5	1	\$ 103.62	\$ 105.33 2%
1.5	2	\$ 172.21	\$ 175.04 2%
2	1	\$ 130.99	\$ 133.15 2%
2	2	\$ 211.20	\$ 214.66 2%
3	1	\$ 147.14	\$ 149.53 2%
3	2	\$ 236.22	\$ 240.05 2%
3	3	\$ 346.28	\$ 351.86 2%
3	4	\$ 445.75	\$ 463.58 4%
3	5	\$ 545.22	\$ 567.03 4%
3	6	\$ 644.72	\$ 655.09 2%
4	1	\$ 196.28	\$ 199.49 2%
4	2	\$ 311.66	\$ 316.71 2%
4	3	\$ 427.02	\$ 433.89 2%
4	4	\$ 542.34	\$ 551.02 2%
4	5	\$ 657.71	\$ 668.22 2%
4	6	\$ 773.06	\$ 785.38 2%
6	1	\$ 294.53	\$ 299.35 2%
6	2	\$ 439.85	\$ 446.93 2%
6	3	\$ 585.12	\$ 594.47 2%
6	4	\$ 730.47	\$ 742.06 2%
6	5	\$ 875.78	\$ 889.67 2%
6	6	\$ 1,021.09	\$ 1,037.24 2%

Recycling bin collection:

<u>Bin Size</u>	<u>Times per Week</u>				
1.5	1	\$	67.07	\$	69.05 3%
1.5	2	\$	90.56	\$	93.79 4%
1.5	3	\$	130.22	\$	134.97 4%
2	1	\$	83.67	\$	86.21 3%
2	2	\$	112.54	\$	116.14 3%
2	3	\$	160.97	\$	167.09 4%
2	4	\$	243.30	\$	251.98 4%
3	1	\$	100.53	\$	103.92 3%
3	2	\$	144.54	\$	148.71 3%
3	3	\$	209.01	\$	214.82 3%
3	4	\$	263.29	\$	270.28 3%
3	5	\$	317.61	\$	325.78 3%
3	6	\$	371.86	\$	381.19 3%

Green waste bin collection:

<u>Bin Size</u>	<u>Times per Week</u>				
1.5	1	\$	69.46	\$	69.61 0%
2	1	\$	98.07	\$	98.36 0%
2	2	\$	196.14	\$	196.71 0%
3	1	\$	135.55	\$	135.80 0%
3	2	\$	215.94	\$	215.48 0%
3	3	\$	314.48	\$	313.64 0%
3	4	\$	403.88	\$	402.49 0%
3	5	\$	493.29	\$	491.35 0%
3	6	\$	582.75	\$	580.28 0%

Split Bin:

<u>Bin Size</u>	<u>Times per Week</u>				
3	1	\$	182.08	\$	185.84 2%
3	2	\$	271.95	\$	277.93 2%
3	3	\$	395.09	\$	403.90 2%
3	4	\$	501.45	\$	512.74 2%
3	5	\$	607.79	\$	621.59 2%
3	6	\$	714.21	\$	730.54 2%

Bin push rates:

<u>Distance</u>	<u>Times per Week</u>				
0'-25'	1	\$	-	\$	- 0%
0'-25'	2	\$	-	\$	- 0%
0'-25'	3	\$	-	\$	- 0%
26'-50'	1	\$	5.82	\$	5.94 2%
26'-50'	2	\$	11.62	\$	11.85 2%
26'-50'	3	\$	17.44	\$	17.79 2%
51'-75'	1	\$	8.72	\$	8.89 2%
51'-75'	2	\$	17.44	\$	17.79 2%
51'-75'	3	\$	26.15	\$	26.67 2%
76'-100'	1	\$	11.62	\$	11.85 2%
76'-100'	2	\$	23.24	\$	23.71 2%
76'-100'	3	\$	32.42	\$	33.06 2%
101'-125'	1	\$	14.53	\$	14.82 2%
101'-125'	2	\$	29.07	\$	29.65 2%
101'-125'	3	\$	43.60	\$	44.48 2%
126'-150'	1	\$	17.44	\$	17.79 2%
126'-150'	2	\$	34.88	\$	35.57 2%
126'-150'	3	\$	52.32	\$	53.37 2%

151'-175'	1		\$	20.35	\$	20.76	2%
151'-175'	2		\$	40.69	\$	41.50	2%
151'-175'	3		\$	61.03	\$	62.25	2%
176'-200'	1		\$	23.24	\$	23.71	2%
176'-200'	2		\$	46.74	\$	47.68	2%
176'-200'	3		\$	69.74	\$	71.14	2%
200'+	1	(per foot)	\$	0.13	\$	0.13	0%
200'+	2	(per foot)	\$	0.23	\$	0.24	4%
200'+	3	(per foot)	\$	0.36	\$	0.37	3%
Refuse rolloff containers:							
	<u>Size</u>	<u>Tonnage</u>					
	20	5	\$	455.59	\$	462.60	2%
	30	5	\$	455.59	\$	462.60	2%
	40	5	\$	455.59	\$	462.60	2%
Compactor	5		\$	512.54	\$	520.53	2%
Recycling rolloff containers:							
	<u>Size</u>	<u>Tonnage</u>					
	40	0	\$	208.59	\$	212.14	2%
Compactor	0		\$	265.54	\$	270.07	2%
Green waste rolloff containers:							
	<u>Size</u>	<u>Tonnage</u>					
	40	5	\$	414.45	\$	420.87	2%
Clean Inert containers:							
	<u>Size</u>	<u>Tonnage</u>					
	10	10	\$	396.62	\$	400.29	1%
	20/40	10	\$	396.62	\$	400.29	1%
Construction & Demolition containers							
	<u>Size</u>	<u>Tonnage</u>					
	10/40	5	\$	566.74	\$	592.92	5%
Extra Bin Services:							
	Extra refuse bin collection/service		\$	42.28	\$	43.13	2%
	Lock installed		\$	4.67	\$	4.76	2%
	Lock removed - damaged by customer		\$	25.71	\$	26.22	2%
	Recycling contamination (1 grace per year)		\$	42.28	\$	43.13	2%
Temporary Bin Services:							
	3 Cubic Yd (7 day use)		\$	128.04	\$	130.61	2%
	Dump & Return		\$	128.04	\$	130.61	2%
Commercial Street Sweeping Service							
			\$	2.76	\$	2.82	2%

RESIDENTIAL & COMM DISPOSAL/RECYCLING RATE SURVEY 2014

Automated 90/60/60	City	Hauler	Exclusive Comm. (Y or N)	Cost
\$21.57	Alhambra	Allied Waste	Yes	\$ 122.10
\$22.55 a	Arcadia	Waste Mgt	No	N/A
\$22.61 c	Azusa	Athens	yes	\$ 110.49
\$22.87	Baldwin Park	Waste Mgt	Yes	\$ 157.29
\$29.63 h	Claremont	City	City	\$ 88.91
\$27.05 f	Covina	Athens	Yes	\$ 152.33
\$25.16 c	Diamond Bar	Waste Mgt/Vly Vista	Yes	N/A
\$21.16	Duarte - current	Burrtec	Yes	\$ 147.14
\$21.16	Duarte proposed	Burrtec	Yes	\$ 149.79
\$26.57	El Monte	Valley Vista	No	N/A
\$27.54	Glendora	Athens	Yes	\$ 162.22
N/A d	Irwindale	Athens	No	N/A
\$25.97 b	La Puente	Valley Vista	Yes	\$ 140.65
\$23.00	La Verne	Waste Mgt	Yes	\$ 143.25
\$21.65	Monrovia	Athens	No	N/A
\$24.11	Montebello	Athens	No	N/A
\$26.08 e	Monterey Park	Athens	Yes	\$ 160.51
\$40.99 i	Pasadena	City	No	N/A
\$27.23 g	Pomona	City	No	N/A
\$26.62	San Dimas	Waste Mgt	Yes	\$ 161.44
\$31.73	San Gabriel	Athens	Yes	\$ 194.64
\$36.21	San Marino	Athens	Yes	\$ 133.94
\$31.60	Sierra Madre	Athens	Yes	\$ 152.22
\$41.77	South Pasadena	Athens	Yes	\$ 145.63
\$21.38	Walnut	Valley Vista	Yes	\$ 131.35
\$27.77	West Covina	Athens	Yes	\$ 171.08

a - 96/96/64

b- 98/98/70

c - Must purchase own containters

d - 96/64

e - 96/96

f - 96/64/64

g - 96/96/96

h - 40/64/90

i - 32/60/100

**AMENDMENT NO. 6 TO AGREEMENT BETWEEN
THE CITY OF DUARTE AND BURRTEC WASTE SERVICES, LLC**

This **Amendment No. 6 To The Agreement Between The City Of Duarte And Burrtec Waste Services LLC For Municipal Solid Waste, Recyclables, And Green Waste Collection, Transportation, Disposal, Composting, And Processing** (“Amendment No. 6) is made and entered into as of _____ (“Effective Date”), by and between the **CITY OF DUARTE**, a municipal corporation (“City”), and **BURRTEC WASTE SERVICES, LLC**, a California limited liability company (“Contractor”). City and Contractor are sometimes referred to herein individually as a “Party” and collective as the “Parties.”

RECITALS:

A. City and Contractor entered into that certain agreement titled “Agreement Between the City of Duarte and Burrtec Waste Service[sic], LLC for Municipal Solid Waste, Recyclables, and Green Waste Collection, Transportation, Disposal, Composting, and Processing dated on or about September 18, 1996, also referred to as “Agreement Between The City of Duarte And Burrtec Waste Services[sic], LLC For Solid Waste Collection, Processing and Disposal Services, September 18, 1996 (the “Original Agreement”), as amended by that certain Amendment No. 1 thereto dated on or about March 8, 2004 (“Amendment No. 1”), by that certain Amendment No. 2 thereto dated on or about November 13, 2007 (“Amendment No. 2”), by that certain Amendment No. 3 thereto dated on or about February 24, 2009 (“Amendment No. 3”), by that certain Amendment No. 4 thereto dated on or about June 22, 2010 (“Amendment No. 4”), and by that certain Amendment No. 5 thereto dated on or about December 10, 2013 (“Amendment No. 5”). The Original Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is hereinafter referred to collectively as the “Agreement.”

B. City and Contractor desire to enter into this Amendment No. 6 to (i) amend Section 4.01g(1)(i) as it relates to vehicle noise testing, (ii) amend Section 4.01g(6) as it relates to vehicle maintenance obligations, (iii) amend Section 4.04c as it relates to office hours, (iv) amend Section 10.09 as it relates to the timing of Contractor payments to City, (v) amend Exhibit 3.01d(1) as it relates to the services container maintenance program, and (vi) amend Exhibit 6.01 as it relates to insurance requirements.

C. Except as otherwise set forth in this Amendment No. 6, the defined terms used herein shall have the same meanings as used in the Agreement.

AMENDMENT:

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

1. **RECITALS INCORPORATED.** The foregoing Recitals are true and correct and are incorporated herein and made a part hereof.

2. **ONE YEAR EXTENSION.** Pursuant to 3.01(c) of the Agreement, on September 23, 2014 the City Council of the City of Duarte authorized a one year extension of the Term. The Term is therefore currently scheduled to expire (subject to the granting of further extensions pursuant to Section 3.01 of the Agreement) on December 31, 2018.

3. **AMENDMENTS.** The Agreement is amended as follows:

A. Section 4.01g(1)(i) (“Noise”) of the Agreement is hereby amended in its entirety to read as follows:

4.01g(1)(i) Noise. The noise level generated by vehicles using compaction mechanisms during the stationary compaction process shall not exceed seventy-five decibels at a distance of twenty-five feet from the collection vehicle measured at an elevation of five feet above ground level using the “A” scale of a standard sound level meter at slow response, or Applicable Law, whichever is more stringent. Contractor shall cause the collection vehicles to be tested upon City request by an independent testing authority and shall submit a certificate of testing showing that the vehicles meet the requirements of this Section.

B. Section 4.01g(6) (“Maintenance”) of the Agreement is hereby amended in its entirety to read as follows:

4.01g(6) Maintenance Contractor shall at all times maintain vehicles in good condition in accordance with the maintenance protocol contained in Exhibit 3.01d(2), so that they operate properly and safely. Contractor acknowledges that it is important to the City that Contractor present a professional and pleasing image. Therefore, Contractor shall wash all vehicles at least once each week and shall repaint all vehicles (including trim) as needed or at the City’s request in order to maintain trucks in good condition.

C. Section 4.04c (“Office Hours”) of the Agreement is hereby amended in its entirety to read as follows:

4.04c Office Hours Contractor shall maintain an office open at a minimum from 8:00 a.m. to 5:00 p.m., daily, and on Saturdays following recognized holidays. Office must be staffed by Contractor during normal business hours. Customer call messages left on the after hours messaging system will be returned the following business day.

D. Section 10.09 (“Contractor Payment to the City”) of the Agreement is hereby amended in its entirety to read as follows:

10.09 Contractor Payment to the City. Contractors shall make payment to the City for items listed in Section 10.03 calculated on quarterly basis, on the thirtieth day of the month following the prior quarter ending date.

Contractor agrees that payment by the Contractor to the City for items as identified in Section 10.05 shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, subcontractors, agents and consultants for the services performed hereunder nor shall payment be deemed to be an assumption of responsibility or liability by City for any defect or error in such services.

- E. Exhibit 3.01d(1) (“Maintenance Protocol”) of the Agreement is hereby amended in its entirety to read as follows:

Exhibit 3.01d(1) Maintenance Protocol. All automated containers will be repaired and/or replaced on request. The request may be generated from the route driver, the customer, or City staff.

Once the repair or replacement order is received, a container will be delivered on the next service day or within 24 hours if necessary to meet the customer’s request. The defective or missing container will be exchanged for a new or reconditioned container. Containers are repaired and replaced whenever necessary.

Residential bins will be exchanged on an as-needed basis. An exchange request may be generated from the route driver or the customer. Bins will be exchanged on the next service day or within 24 hours of the received request if necessary to meet the customer’s request. Bins and containers are exchanged or replaced for a variety of reasons, including: defective or damaged components, graffiti, odor, or the unit is missing all together.

All automated containers and residential bins will be maintained at the local facilities yard. Maintenance procedures include: Steam cleaning, component replacement, welding, lubrication, painting and signage.

- D. Exhibit 6.01 (“Insurance”) of the Agreement is hereby amended in its entirety to read as follows:

Exhibit 6.01 Insurance. Excess Liability for Commercial Auto & Employer’s

- \$2 Million/occurrence; 10,000 self-insured retention
- Automobile (same)
- \$1 Million CSL BE & PD/occurrence
- \$5,000 deductible
- \$5,000 MP – passenger
- \$1 Million Uninsured motorists – passenger
- \$1 Million Non-owned/hired
- \$1,000 comp – passenger vehicles – deductible
- N/C – Collision deductible

- \$1,000 Sp. Perils – passenger vehicles – deductible
Workers Comp / Employer’s Liability
- \$2 Million/accident
- \$2 Million/disease – policy limit
- \$2 Million/disease – each employee

4. **NO OTHER AMENDMENT.** Except as set forth in this Amendment No. 6, the Agreement shall remain in full force and effect according to its terms.
5. **COUNTERPARTS.** This Amendment No. 6 may be executed in counterparts, each of which, when this Amendment No. 6 has been signed by both of the Parties, shall constitute one and the same instrument.
6. **EFFECTIVE DATE.** The Effective Date of this Amendment No. 6 shall be the latest of the dates set next to the signatures of the Parties, which latest date shall be inserted into the Preamble to this Amendment No. 6.

[end—signature page follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 6 as of the Effective Date.

“CITY”

CITY OF DUARTE

Date: _____

By: _____
Mayor Tzeitel Paras-Caracci

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

Jeffrey Melching, City Attorney

“CONTRACTOR”

BURRTEC WASTE SERVICES, LLC

Date: _____

By: _____

Printed Name: _____

Its: _____

Insurance Requirement Survey Attachment D

<u>Jurisdiction</u>	<u>Excess Amount</u>
Adelanto	3m
Barstow	3m
Bradbury	20m
Duarte	20m
Eastvale	3M
Fontana	8m
Grand Terrace	2m
Helendale	2m
Highland	2m
Jurupa	3m
LA County Commercial	2m
LA County S. Whittier	2m
LA County East Pasadena	2m
LA County Santa Clarita	2m
Montclair	5m
Pomona	3m
Rancho Cucamonga	8m
Rialto	8m
Riverside Cmml/Resid	3m
Riverside County	1m
Rubidoux	3m
San Bernardino City	3m
Santa Clarita Cmml	3m
Upland	8m
Victorville	2m
Yucaipa	2m

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen Herrera, Deputy City Manager

Date: December 3, 2014

Re: Consideration For Approval of Policy and Procedures For Use of City Electronic Sign and Website Community Calendar, and Electronic Sign/Website Community Calendar Application

Recommendation: That the Duarte City Council adopt the proposed policy and procedures for use of the City's electronic sign and website community calendar, and the electronic sign/website community calendar application.

Background: Upon the recent installation of the City's electronic sign, the City Manager's Office researched and analyzed existing use policies adopted by other cities. Based on the research, staff drafted a "Policy and Procedures for Use of City Electronic Sign and Website Community Calendar" ("Sign/Website Policy").

The purpose of the proposed documents is to establish a consistent policy and set of procedures for placement of information about the time, place and nature of community events, programs or services on the City's electronic sign and/or website community calendar. The Sign/Website Policy (Attachment A) outlines the procedure and related guidelines. The proposed electronic sign/website community calendar application (Attachment B) outlines information required for processing requests by the City Manager's Office.

Discussion: The proposed policy details the procedure and guidelines for the display of announcements on the City electronic sign and the website community calendar for events (a) co-sponsored by the City, and/or (b) programs/services provided by another government organization (e.g. Los Angeles County Supervisor Antonovich and Assemblymember Hernandez) which has a service area that includes the City of Duarte.

All requests must be made by completing the proposed electronic sign/website community calendar application. The application may be obtained at the City Manager's Office or downloaded from the City website. The application outlines information such as the event date, time, location, and text required to process and consider all requests.

The City Manager's office will not make distinctions among organizations requesting use of the electronic sign and/or website community calendar. However, no announcement promoting any religion, faith, political views, or business or commercial announcements will be approved. As such, use of the electronic sign and/or website community calendar will be limited to announcements of non-commercial events, programs and/or services that are free of charge and open to the public and are either (1) co-sponsored by the City, or (2) provided by another government organization which has a service area that includes Duarte. Announcement of City functions and activities shall take priority over approved and pending requests from other organizations.

Announcement information posted on the electronic sign and the website community calendar will be restricted to the time, date, place and nature of the event. Electronic sign announcements will be limited to 15 characters per line and 4 lines maximum, and posted once a week, and may run up to 14 days maximum and will be removed following the event.

Fiscal Impact: None.

Attachment A: Proposed City of Duarte Policy and Procedures for Use of City Electronic Sign and Website Community Calendar

Attachment B: Application for Use of Electronic Sign and/or Community Calendar

**City of Duarte Policy and Procedures For
Use of City Electronic Sign and Website
Community Calendar**

DATE: December 2014
REVISED:
APPROVED: _____
DEPARTMENT: City Manager

- **PURPOSE**

To establish a consistent policy and set of procedures for placement of information about the time, place and nature of planned community event, program, or service (Announcements) on the City's electronic sign (Electronic Sign) and/or Website Community Calendar.

- **POLICY**

The City will allow, upon the approval of the City Manager, the placement of Announcements on the City Electronic Sign and/or Website Community Calendar for (1) events co-sponsored by the City and/(2) or programs/services provided by another government organization, which has a service area that includes Duarte:

- **PROCEDURES**

Any application for posting of an Announcement on the Electronic Sign and/or Website Community Calendar shall meet the following guidelines:

1. All requests shall be made by completing an Electronic Sign/Website Community Calendar Application form that may be obtained at the City Manager's Office or downloaded from the City's website.
2. Requests to use the Electronic Sign and/or Website Community Calendar shall be restricted to the dissemination of information about the time, place, and nature of planned community events.
3. City functions and activities shall have the highest priorities and shall supersede approved and pending requests from other organizations.
4. Use of the Electronic Sign and/or Website Community Calendar shall be limited to Announcements of community events, programs and/or services that are open to the public and are either (1) co-sponsored by the City, or (2) provided by another government organization, which has a service area, that includes Duarte.
5. Permission shall be granted on a first-come, first-serve basis. Multiple requests will not be accepted for purposes of assigning priorities.
6. No request shall be accepted more than thirty (30) days prior to actual use dates requested.
7. The City reserves the right to reduce the number of days requested by any group or organization in an effort to accommodate as many such groups or organizations as possible.

8. Any displayed events, programs and/or services must be open to the public. If the event is cancelled or changed in any material way (e.g., timing) the City must be notified immediately in writing.
9. The City shall make no distinctions among organizations requesting use of the Electronic Sign and/or Website Community Calendar. However, no announcement promoting any religion, faith, political views, or business or commercial announcements shall be approved.
10. The City reserves the right to remove any Announcement at any time without notice.
11. Neither the Electronic Sign nor the Website Community Calendar shall be used for Announcements of events that charge admission where the fee does not result in a local civic benefit.
12. Announcements will not be allowed to automatically reoccur. A new Electronic Sign/Website Community Calendar Request application must be completed for each requested Announcement.
13. Electronic Sign Announcements will be posted once a week. Electronic Sign and Website Community Calendar announcements may run up to 14 days maximum. Electronic Sign and Website Community Calendar Announcements will be removed following the event.
14. Electronic Sign Announcements are limited due to the size of the Electronic Sign and optimally display 4 lines of information, approximately 15 characters per line maximum. Information must include event name, date, time, place, contact person and phone number. Graphics (i.e. logo) may be attached at City staff's discretion.
15. The City Manager's Office offers no guarantee with respect to appearance of Announcements on the Electronic Sign and/or the Website Community Calendar. The time of display of the Announcement shall be solely determined by City staff. Prospective users are encouraged to use a variety of media for events and not to rely solely on the Electronic Sign and/or Website Community Calendar. The City of Duarte makes no representation, warranty, or guarantee as to the quality of appearance or effectiveness of the Announcement.
16. Deviations from this policy may be made at the discretion of the City Manager.
17. The City Manager's Office reserves the right to edit and make changes to this policy at any time, without the need for prior notice.
18. The number of Electronic Sign and Website Community Calendar Announcements, which appear in any given time period is limited. During busy times, the City Manager's Office may elect to limit or not program submitted events.



**CITY OF DUARTE
CITY MANAGER'S OFFICE
APPLICATION FOR USE OF ELECTRONIC SIGN AND/OR
COMMUNITY CALENDAR**

Any application for posting an Announcement on the Electronic Sign and/or Website Community Calendar shall meet the following guidelines:

1. All requests shall be made by completing an Electronic Sign/Website Community Calendar application, which may be obtained at the City Manager's Office or downloaded from the City's website.
2. Requests to use the Electronic Sign and/or Website Community Calendar shall be restricted to the dissemination of information about the time, place and nature of planned community events.
3. City functions and activities shall have the highest priorities and shall supersede approved and pending requests from other organizations.
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**CITY OF DUARTE
CITY MANAGER'S OFFICE
APPLICATION FOR USE OF ELECTRONIC SIGN AND/OR
COMMUNITY CALENDAR**

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**CITY OF DUARTE
CITY MANAGER'S OFFICE
APPLICATION FOR USE OF ELECTRONIC SIGN AND/OR
COMMUNITY CALENDAR**

- Name: _____
- Phone Number: _____ Email: _____
- Event Name: _____
- Event Date and Time: _____
- Preferred Text: (*Please note text is limited to approximately 15 characters per line and 4 lines maximum)

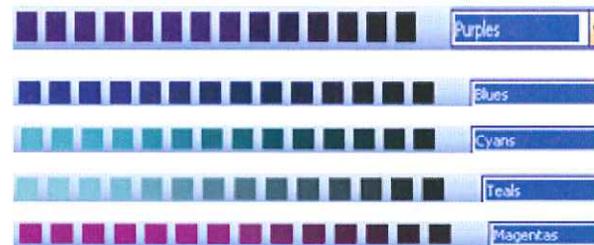
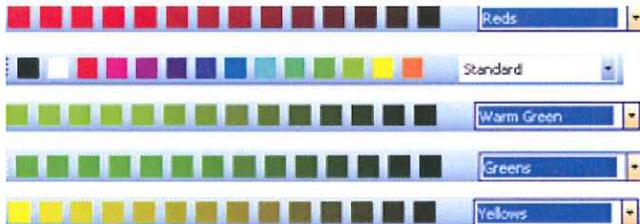
Line 1 _____

Line 2 _____

Line 3 _____

Line 4 _____

- Preferred Background Color (Select One): _____
- Preferred Text Color: _____
*Please see color options below



- Preferred Image/Logo (Provide file in a jpg or gif format)
*Include as attachment with complete request form
- Preferred dates for message to run (limit to 2 week period beginning on a Monday):

Sketch a sample:

(FOR OFFICE USE ONLY)



**CITY OF DUARTE
CITY MANAGER'S OFFICE
APPLICATION FOR USE OF ELECTRONIC SIGN AND/OR
COMMUNITY CALENDAR**

Application Approved: _____ Application Denied: _____

Please return completed form to:
Jackie Ruiz
Administrative Assistant
City Manager's Office
jruiz@accessduarte.com