



**CITY OF DUARTE
AGENDA
REGULAR JOINT MEETING OF THE
CITY COUNCIL/HOUSING AUTHORITY/DUARTE
COMMUNITY FACILITIES FINANCING
AUTHORITY**

**CITY COUNCIL CHAMBERS
1600 HUNTINGTON DRIVE, DUARTE, CA 91010
Tuesday, March 25, 2025
7:00 PM**

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.

Cesar A. Garcia, Mayor
Tera Martin Del Campo, Mayor Pro Tem
Margaret Finlay, Councilmember
Samuel Kang, Councilmember
Toney Lewis, Councilmember
Vinh Truong, Councilmember
Martin Calderon, Councilmember

City/Authority Staff:
Brian Villalobos, City Manager
Kristen Petersen, Assistant City Manager and Director of Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Director of Public Safety Services
Thai Viet Phan, City Attorney
Annette Juarez, City Clerk

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/Authorities to a majority of the City Council/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/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. 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.

Members of the public may livestream the City Council meeting broadcast on the City's website. To access the meeting, log onto www.accessduarte.com, then on the homepage, click on the Agendas & Meetings icon then click on the City Council Meeting link. City Council meetings are also broadcast daily at 12:00 p.m. and 7:00 p.m., following each meeting, via Spectrum Cable - Channel 3.

Public comment:

In-Person: Members of the public may provide in-person comments at the podium in the Council Chamber. Speakers who wish to address the Council must do so by submitting a speaker card **prior to the start of Closed Session for Closed Session items and by 7:00 p.m. for all other designated public comment periods as listed below.** Comments for public hearings will take place after the hearing is opened. Cards will not be accepted after the start of the meeting without the permission of the presiding chair.

Speakers shall be limited to three (3) minutes per person per designated public comment period. At the Mayor's discretion, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

Written: Members of the public may submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. The subject line of your public comment email must contain the Agenda item number or title. Public comments, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published. Comments will be distributed to the City Council and made available for public review.

7:00 PM OPEN SESSION

1. CALL TO ORDER AND ROLL CALL
 - A. City Manager Written Comments
2. ADOPTION OF THE AGENDA
3. PLEDGE TO THE FLAG

4. ORAL COMMUNICATIONS - SPECIAL ITEMS

Members of the public may address the City Council on agenda items listed under Special Items. Speakers shall be limited to three (3) minutes per person per designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

5. SPECIAL ITEMS

- A. Mayor's Youth Council Update
- B. Public Safety Department Update
- C. Recognition of Royal Oaks Annexation

6. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

7. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Members of the public may address the City Council on matters which are not on the agenda but are within the subject matter jurisdiction of the City Council. Speakers shall be limited to three (3) minutes per person per designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

8. ORAL COMMUNICATIONS - CONSENT CALENDAR

Members of the public may address the City Council on agenda items listed on the Consent Calendar. Speakers shall be limited to three (3) minutes per person per designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

9. CONSENT CALENDAR

- A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)

- B. Approve absence(s) of City Councilmember(s) from the City Council meeting

- C. Approval of Minutes - March 11, 2025 Regular Meeting (CC/HA/FA)

Recommended Action: Approve the minutes of March 11, 2025.

- D. Approval of Warrants - March 25, 2025 (CC/HA/FA)

Recommended Action: Approve the warrants of March 25, 2025.

E. Monthly Financial Report

Recommended Action: Receive and File the Monthly Financial Report for the month of January 2025.

F. Public Safety Department Update

Recommended Action: Receive and File the Public Safety Department Update.

G. Production Agreement with Pyro Spectaculars, Inc. for 2025 Independence Day Celebration Fireworks Production

Recommended Action: Authorize the City Manager to execute this production agreement with Pyro Spectacular, Inc. in the amount of \$28,500 to produce the fireworks display at the City's Independence Day Celebration & Fireworks Show on July 3, 2025.

H. Second Reading of Public Health Ordinance

Recommended Action: Adopt Ordinance No. 25-01.

I. Discussion and Consideration to send a Letter to the Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions

Recommended Action: Authorize the Mayor to sign a Letter to the Los Angeles County Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions.

10. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

11. PUBLIC HEARINGS

A. Establishment of Underground Utility District No. 11

Recommended Action: Adopt Resolution No. 25-07 to establish Underground Utility District No. 11.

12. ORAL COMMUNICATIONS - BUSINESS ITEMS

Members of the public may address the City Council on agenda items listed under Business Items. Speakers shall be limited to three (3) minutes per person per designated public comment period. At the discretion of the presiding Chair, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

13. BUSINESS ITEMS

A. Award of Contract for Services as the City's Independent Auditor

Recommended Action: Authorize the City Manager to enter into a Professional Services Agreement with LSL, LLP("LSL") for audit services for a three-year period beginning the fiscal year ending June 30, 2025, with an option to renew for an additional two one-year periods.

B. Adoption of Retention Schedule and Records Management Policy

Recommended Action: Adopt Resolution No. 25-06 adopting a Records and Information Management Program Policy and Record Retention Policy.

C. Utility Box Art Program - 2024 Call for Artists Installation Update

Recommended Action: Receive and File the Utility Box Art Installations update.

D. Selection of Recommending Body for Public Art Projects

Recommended Action: Approve the Planning & Economic Development Commission to review and recommend public art projects.

E. Authorization for the City Manager to execute Community Recreation Joint Use Agreement with Duarte Unified School District

Recommended Action: Authorize the City Manager to execute this updated Community Joint Use Agreement between the City and Duarte Unified School District.

14. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

15. ADJOURNMENT

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall – 1600 Huntington Drive, Duarte Public Safety Department – 1042 Huntington Drive, Duarte Library – 1301 Buena Vista Street, and the City of Duarte website (www.accessduarte.com) not less than 72 hours prior to the meeting per Government Code 54954.2.

Dated this 19th day of March 2025.

Frances Jimenez
Deputy City Clerk



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: March 18, 2025
SUBJECT: Comments on Agenda Items, Meeting of March 25, 2025

ITEM 5.A. (Special Items). Mayor's Youth Council Update - The Mayor's Youth Council will provide an update for the council.

ITEM 5.B. (Special Items). Public Safety Department Update - Public Safety Director Larry Breceda will provide an update for the council.

ITEM 5.C. (Special Items). Recognition of Royal Oaks Annexation - On May 5, 2023, HumanGood SoCal DBA Royal Oaks filed a petition of Annexation with the Local Agency Formation Commission for the County of Los Angeles (LAFCO). On May 17, 2025, Royal Oaks became a part of the City of Duarte when the Certificate of Completion of Annexation was executed by LAFCO and recorded with the County Recorder. The City of Duarte officially welcomes the community of Royal Oaks!

ITEM 9.E. (Consent Calendar). The Finance Department has submitted the monthly report for January of 2025 for review.

ITEM 9.F. (Consent Calendar). The Public Safety Department has submitted the monthly report for March 2025 for review.

ITEM 9.G. (Consent Calendar). - Production Agreement with Pyro Spectaculars, Inc. for 2025 Independence Day Celebration Fireworks Production - Since 2019, The City has hosted an Independence Day Celebration and Fireworks Show on July 3rd (except for 2020). Due to the growing attendance and positive feedback from the community each year, the City Council has once again allocated funding for a 2025 Independence Day Celebration and Fireworks Show. Pursuant to Municipal Code 2.36.050. (O), staff is recommending that the City Council waive the competitive bidding process for this procurement. As discussed above, Pyro Spectaculars, Inc.'s unique qualifications, technical site knowledge, and familiarity with our event venue space has demonstrated their ability to provide the City with high-quality fireworks displays while maintaining an excellent safety track record. The cost for Pyro Spectaculars, Inc. services is \$28,500. Funds are available and budgeted for in the Fiscal Year 2024/25, under the General Fund (100-1605-7758).

ITEM 9.H. (Consent Calendar). - Second Reading and Adoption of Ordinance No. 25-01 Amending the Duarte Municipal Code and Adopting by Reference the Los Angeles County Health Code Title 8 and Title 11 - This code amendment will adopt by reference Title 8 and Title 11 of the Los Angeles County Health Code, in order for the County to observe and enforce those enacted ordinances. Ordinance No. 25-01 adopts Title 8 and Title 11 of the Los Angeles County Health Code by reference and amends Duarte Municipal Code Sections 6.04.010 and 6.13.010 to reflect the adopted date of this ordinance. At its meeting on March 11, 2025, the City Council conducted a Public Hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 25-01 will go into effect in thirty (30) days.

ITEM 9.I. (Consent Calendar). - Discussion and Consideration to send a Letter to the Los Angeles County Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions - Public safety remains one of the most important issues in our community. As one of the 44 cities that contract with the Sheriff's Department for police response and patrol services, there is a concern that the Sheriff's Department no longer has sufficient

staffing to properly secure our neighborhoods. At the LA County Board of Supervisors hearing on February 21st, Sheriff Luna indicated that the Department has more than 1,400 vacant deputy positions. He said deputies “are doing 100% of the work, with only 76% of the personnel.” Based on the above, the City of Duarte should consider urging the Los Angeles County Board of Supervisors to recognize the staffing crisis at the Los Angeles County Sheriff’s Department and to take immediate steps to reduce the number of vacancies and support retention efforts for deputy sheriff positions.

ITEM 11.A. (Public Hearings). - Resolution No. 25-07 - Establishing an Underground Utility District No. 11 - In August 2024, the City Council directed Staff to move forward with efforts to underground utilities on Huntington Drive to maximize the commitment by Los Angeles Public Works (LACPW) to assist with an undergrounding project in the City of Duarte with up to \$1,000,000 of Southern California Edison (SCE) Rule 20A credits. The City is required to establish an underground utility district by resolution adoption to proceed with the necessary steps to be eligible for SCE Rule 20A funds. Proposed Underground Utility District No. 11 (UUD No. 11) would include the undergrounding of overhead utility facilities along the north side of Huntington Dr. from approximately 220 feet west of the intersection with Bradbourne Avenue to Mount Olive Drive, and along Bradbourne Avenue from Huntington Drive to 200-feet north of Huntington Drive. Undergrounding this portion of Huntington Dr. would make a 1.5-mile-long section of the entire corridor free of overhead wires within the 2.4-mile-long corridor. The estimated cost for the undergrounding project is up to approximately \$1,250,000 where Los Angeles County Public Works would support the project with \$1,000,000 of Rule 20A credits. The remaining budget need of \$250,000 would be fulfilled by undergrounding fees that have been collected for the BP Pulse (2107 Huntington Dr.) Project and other Rule 20A credits available to the City. The City Council will have the opportunity to take action and designate the matching City funds when the final design cost estimate is complete.

ITEM 13.A. (Business Items). - Award Contract for Professional Auditing Services - For the past seven years, the City has contracted with the firm of Moss, Levy & Hartzheim LLP for its annual independent audit. While there is no mandated rotation of audit firms, there is a requirement that lead audit partners rotate every five years and that other engagement quality reviewers be limited to seven consecutive years. Nonetheless, staff felt it would be prudent to issue a Request for Proposals (RFP) and consider a rotation. In February 2025, RFPs were electronically mailed to eight firms, five of which responded. The review process entailed an analysis of proposal documents and reference checks. Proposals were rated based on four separate criteria, including mandatory elements, technical quality, audit approach and price. Staff found that all five of the firms submitting proposals were qualified to do the work. All five had governmental experience, had adequate staff assigned to the project, and good references. One of the factors in distinguishing between firms was cost. The amounts proposed for a five-year contract ranged from \$197,000 to \$319,000. From staff’s perspective, high cost was the primary justification for eliminating two of the proposing firms from further consideration. These two firms were Clifton Larson Allen LLP and Singer Lewak LLP. Of the remaining three firms, costs were similar, but the proposal that was ranked at the top was LSL. Staff believes LSL’s medium sized firm has the technical qualities we are most looking for. They offer training and seminars to their clients, they developed an audit plan and timeline per our proposal, and given that they have an engagement partner that is a technical reviewer for GFOA, we feel they will provide the best resources for assisting us in implementing all of the changes in accounting principles. If approved, the annual professional fee would not exceed \$54,880 (includes a one-time onboarding fee) for the FY25 report, \$51,200 for the FY26 and FY27 reports. Audit services were included in the FY25 budget, however a budget amendment of \$4,000 would be needed for FY25.

ITEM 13.B. (Business Items). - Resolution No. 25-06 - Adoption of a Records and Information Management Program Policy and Record Retention Schedule as the City of Duarte’s Official Records Management Program - On March 21, 2023, the City contracted with Records Control Services, Inc. (RCS) to develop a Records Management Policy, and to create a City-wide Records Retention Schedule to accurately represent all types of records maintained in the City’s departments including Federal and State

statutory retention requirements. The adoption of Resolution No. 25-06 would create the official City of Duarte Records Management Program and would rescind and supersede Resolution No. 09-R-18, which adopted the Human Resources RRS and Resolution No. 15-R-02, which adopted the Finance Division RRS. There is no direct financial impact related to this item.

ITEM 13.C. (Business Items). - Update on Utility Box Art Installations - The City of Duarte's Utility Box Art Program transforms traffic control boxes into vibrant public art pieces that reflect the city's identity and values. As part of the 2024 Call for Artists, the City received 53 submissions, which were reviewed and scored by the Freeway Wall and Utility Boxes Arts Ad Hoc Committee. The top designs were selected based on artistic quality, theme relevance, and community engagement potential. Artwork installations at the four locations, with a total of six utility boxes, were successfully completed in March 2025. Marketing of the completion was done on the City's website, social media platforms, and a press release. Each utility box location features a QR code that links to the Utility Box Art Program webpage, providing residents and visitors with easy access to information about the artists and their inspirations. The addition of these QR codes aims to increase community engagement and appreciation of public art in Duarte. This project was completed within the budget of \$16,000 that Council approved in November 2024.

ITEM 13.D. (Business Items). - Selection for Recommending Body on Public Art Projects - In 2023, the City Council decided to further advance and foster public art. To those ends, the City appointed the Freeway Walls and Utility Boxes Arts Ad Hoc Committee (Committee) on September 12, 2023. As with the nature of ad hoc bodies, the Committee disbanded after one-year on October 15, 2024. On November 12, 2024, the City Council approved public art designs for four decorative vinyl wraps on utility box locations throughout the community and recommended to prioritize a future "Community Identifier" public art project on Mountain Avenue. The four decorative utility box art projects have been completed. However, the body or group responsible for future consideration of public art projects has yet to be decided. The scope of what is considered public art is important to consider. The future body will be responsible for analyzing and recommending a variety of public art projects at different locations. Considered artwork will be viewed or accessible to the public, be placed on either private and public property, and may require a high level of coordination with property owners and or other agencies, such as Caltrans. Last year's Arts Ad Hoc Committee was the first City body tasked to evaluate art projects. It specifically considered two different types of public art projects - Freeway Walls and Utility Boxes. The City has approximately 14 remaining locations available for utility box art, and has yet to initiate the freeway wall art projects. The Planning and Economic Development Commission (PEDC) regularly deals with land use and design-based projects, much of which occur on private properties. The skills used to make these types of decisions share many similarities with evaluating artwork. Furthermore, public art can be a powerful tool for economic development by attracting tourists, boosting local businesses, enhancing property values, and fostering a vibrant community atmosphere, ultimately contributing to a more prosperous and livable environment. Allowing the Commission to evaluate and recommend artwork helps fulfill the purpose of the Commission and includes their contributions to the overall success of the City's economic development plan. It will also allow the ability for public participation and comment prior to the decision being made by the City Council. The PEDC is already supported by the Community Development Department, which is regularly involved in a variety of tasks that relate to evaluating artwork. This Department has unique skill sets that will help to abet the Commission, such as: reviewing design-based projects, administering zoning documents that require public art projects/fees, understanding of the public contracting process, familiarity working with private property owners, and maintaining city property (e.g. graffiti abatement, work on utility boxes). Current Department staff have experience with public art projects and new staff would not need to be trained to provide support to the PEDC. Due to these reasons, Staff is recommending the use of the Planning and Economic Development Commission to review and recommend art projects to the City Council.

ITEM 13.E. (Business Items). - Community Recreation Joint Use Agreement with Duarte Unified School District - Since 1981, the City of Duarte and the Duarte Unified School District have had in place a joint

use lease agreement. Under the Agreement, the City has the right to utilize the leased properties as community park spaces and for general recreational purposes for residents. The latest one, which was approved by City Council back in June of 2022, has since lapsed. Prior to the end of this school year, City staff met with district personnel to review the long-standing agreement and discuss necessary updates based on each party's current usage. Some notable changes in the updated agreement include: the removal of Northview Park from Site #4, and addition of the gymnasium; the City relinquishing its usage of Site #6 and all associated responsibilities, with the exception of the site being available for community use for the City's annual Independence Day Celebration; and with respect to the on-going construction encroaching on Site #7, language included on page A-1 allowing the City to revisit the terms of this agreement based on the overall condition and status of the site at the completion of the new gymnasium. This updated agreement is a three-year term, and retroactively commences on June 14, 2024, and, unless terminated earlier in accordance with its terms, expires on June 30, 2027. The District's Board of Education approved this Agreement on Thursday, March 13, 2025, at its regular scheduled board meeting.

CITY OF DUARTE

**Minutes of the REGULAR JOINT MEETING OF THE
CITY COUNCIL/HOUSING AUTHORITY/DUARTE COMMUNITY FACILITIES
FINANCING AUTHORITY**

**Tuesday, March 11, 2025
6:30 PM — Closed Session
7:00 PM — Regular Session**

**7:00 PM OPEN SESSION
1. CALL TO ORDER AND ROLL CALL**

Mayor Garcia called the open session to order at 7:06 p.m.

Councilmembers Present: Kang, Lewis, Truong, Calderon, Martin Del Campo, Garcia
Councilmembers Absent: Finlay
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of Administrative Services
Craig Hensley, Director of Community Development
Larry Breceda, Director of Public Safety Services
Manuel Enriquez, Director of Parks and Recreation
Andres Rangel, Assistant to the City Manager
Albert Nuñez, Management Analyst
Frances Jimenez, Deputy City Clerk

2. ADOPTION OF THE AGENDA

Moved by Councilmember Truong, seconded by Councilmember Lewis, and carried by the following vote of the City Council to adopt the agenda.

AYES: KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: FINLAY

3. PLEDGE TO THE FLAG

The flag salute was led by Mayor's Youth Council member Brielle Finlay.

4. ORAL COMMUNICATIONS - SPECIAL ITEMS

Steve Hernandez congratulated Pam Romero and thanked her for her service.

5. SPECIAL ITEMS

A. Recognition of Pam Romero for her 40 years of service

The City Council presented a recognition plaque to Pam Romero for her 40 years of dedicated service to the City of Duarte and its residents.

City Manager Villalobos and Director Enriquez shared words of appreciation for Pam and thanked her for her commitment, hard work, and passion that has made a lasting impact in city hall and within the community.

Pam Romero thanked her past directors, the City Council, department directors, staff, and her family for their continued support and expressed gratitude for her ongoing journey serving the City of Duarte.

B. Community Development Department Update

Community Development Director Hensley gave an update that focused on the various development projects at the City of Hope over the past six years.

Per questions posed by the City Council, Director Hensley provided a status update on the Huntington Drive Median Project.

C. Parks and Recreation Department Update

Parks and Recreation Director Enriquez announced that registration for spring recreational classes has opened and shared upcoming community events.

6. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced the reopening date of the library and shared upcoming library events.

Assistant to the City Manager Rangel announced upcoming city events.

7. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Trina Madarazo introduced Saltbox, a hybrid warehouse and office space business located in Duarte whose goal is to empower local businesses by providing a variety of amenities such as loading docks, conference rooms, content studio, fulfillment center, and more.

In response to questions posed by the City Council additional information was provided regarding the logistics and services provided by Saltbox.

8. ORAL COMMUNICATIONS - CONSENT CALENDAR

None.

9. CONSENT CALENDAR

A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA).

B. Approve absence(s) of City Councilmember(s) from the City Council meeting.

C. Approval of Minutes - February 25, 2025 Regular Meeting (CC/HA/FA).

D. Approval of Warrants - March 11, 2025 (CC/HA/FA).

E. Receive and File the Community Development Department Update.

F. Receive and File the Parks and Recreation Department Update.

G. Acceptance of the Notice of Completion: Fiscal Year 2024-25 Citywide Striping and Marking Project No. 25-2 for WGJ Enterprises, Inc. dba PCI in the amount of \$81,700.00.

H. Acceptance of the Notice of Completion: ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project No. 24-5 for FS Contractors, Inc. in the amount of \$2,515,515.05.

Moved by Mayor Pro Tem Martin Del Campo, seconded by Councilmember Kang, and carried by the following vote of the City Council to approve items 9A - 9H of the Consent Calendar.

AYES: KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: FINLAY

10. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

11. PUBLIC HEARINGS

A. Ordinance Adopting L.A. County Health Code Title 8 & 11

City Manager Villalobos presented a staff report recommending the adoption of Ordinance No. 25-01 which would amend the Duarte Municipal Code and adopt by reference the Los Angeles County Health Code Title 8 and Title 11 pursuant to the requirement of the agreement with the Los Angeles County Department of Public Health Services.

Mayor Garcia opened the Public Hearing.

Public Comment

None.

Mayor Garcia closed the Public Hearing.

Moved by Councilmember Kang, seconded by Councilmember Truong, and carried by the following vote of the City Council to approve the first reading of Ordinance No. 25-01.

AYES: KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: FINLAY

12. ORAL COMMUNICATIONS - BUSINESS ITEMS

None.

13. BUSINESS ITEMS

A. Approval of the L.A. County Dept. of Public Health Contract

City Manager Villalobos provided background information on the Public Health Services Contract with the County of Los Angeles which is in need of an amendment due to outdated terms and legal citations; explained that the contract would allow the County's Health Officer to serve as the Local Health Officer within the City's jurisdiction, handle the administration of local public health services, and perform any enforcement functions, all inspections, and other related functions within the City (Health and Safety Code Section 101400).

Moved by Councilmember Calderon, seconded by Councilmember Lewis, and carried by the following vote of the City Council to approve the Department of Public Health Services Contract and authorize the City Manager to sign the contract.

AYES: KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: FINLAY

B. Amendment No. 1 to the City Manager Employment Agreement

City Attorney Phan detailed the modifications of the proposed Amendment No. 1 to the City of Duarte City Manager Employment Agreement per the recent evaluation and negotiations process between City Manager Villalobos and the City Council.

Conversation was had regarding fiscal responsibility and the financial future of the city.

The City Council commended City Manager Villalobos for his work executing the City Council's vision.

Moved by Councilmember Truong, seconded by Councilmember Lewis, and carried by the following vote of the City Council to approve Amendment No. 1 to the City Manager Employment Agreement.

AYES: KANG, LEWIS, TRUONG, CALDERON, MARTIN DEL CAMPO, GARCIA
NOES: NONE
ABSTAIN: NONE
ABSENT: FINLAY

14. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

City Manager Villalobos reported that he, along with Mayor Garcia attended a virtual discussion led by the Army Corps of Engineers regarding the Environmental Protection Agency's use of Lario Park and their upcoming soil testing and air samples.

Mayor Pro Tem Martin Del Campo reported she attended the Women in Rotary event and reminded residents about upcoming community events.

Councilmember Kang announced his appointment to the South Coast Air Quality Management District as a consultant for Vice Chair Michael A. Cacciotti and shared his opinion on renewable energy and the economy.

Councilmember Truong reported he attended the SGVCOG EENR meeting and advised residents to be on the lookout for mandates meant to protect the environment.

Mayor Garcia reminded residents about upcoming community events; shared recent events he attended; wished Assistant City Manager and Director of Administrative Services Petersen a Happy Birthday; reported that the biologists of the Army Corps of Engineers visited the EPA's site to ensure they were following standard operating procedures; and announced that the EPA will be vacating the area soon.

15. ADJOURNMENT

At 8:13 p.m., the City Council adjourned the meeting.

Cesar A. Garcia, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 3/13/2025 - 3/26/2025

Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 2/2025	5575		171.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 4/2025	5602		608.30
100-1610-7652	ALBERTOS PLUMBING	CC Tankless Water Heater Service	5564		495.00
100-1610-7652	ALBERTOS PLUMBING	Pool Deck Eye Wash Station Repair	5564		495.00
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 12/2024	5597		6,250.00
100-1205-7779	MATTHEW GUAJARDO	DUSD Tutoring Program	5580	202418-FY23-26-Exp-Tutors,S...	600.00
100-1605-7735	Walmart Community Card	TC Snack Bar Supplies	BD25-1114		169.05
100-1610-7618	Walmart Community Card	Basketball Court Supplies	BD25-1114		68.07
100-1605-7735	Walmart Community Card	TC Cooking Class Supplies	BD25-1114		39.80
100-1205-7655	FS CONTRACTORS INC	2025 Windstorm Concrete Repair Phase I	5576		18,940.00
100-1605-7730	SIMON EQUIPMENT RENTALS	Scissor Lift Rental (Lunar New Year)	220746		337.65
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Video Production Services 1/2025	5606		765.00
100-1020-7711	DOLPHIN RENTS INC	Annual Awards Table Linens	5572		81.34
100-1605-7735	Walmart Community Card	TC Valentine's Day Candy	BD25-1114		78.86
100-1605-7730	Walmart Community Card	Eggfest 2025 Candy	BD25-1114		114.60
100-1605-7730	Walmart Community Card	Lunar New Year Event Soda	BD25-1114		34.68
100-1205-7779	MATTHEW GUAJARDO	DUSD Tutoring Program	5579	202418-FY23-26-Exp-Tutors,S...	900.00
100-1605-7735	Walmart Community Card	TC Football Fan Night Supplies	BD25-1114		92.73
100-1605-7730	Walmart Community Card	Eggfest 2025 Candy	BD25-1114		405.75
100-1810-7980	Walmart Community Card	Valentine's Staff Luncheon Supplies	BD25-1114		28.55
100-1610-7618	Walmart Community Card	Council Meeting Supplies	BD25-1114		35.19
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 1/2025	5587		447,784.15
100-1605-7730	TAYLOR ENTERTAINMENT INC	Balance-Jump for Autism Balloon Artist	220748		200.00
100-1410-7076	JACOB RAMIREZ	Tuition Reimbursement	5560		2,427.00
100-1605-7745	Walmart Community Card	TC Boxing Program TV	BD25-1114		272.63
100-1610-7652	IMS REFRIGERATION INC	City Yard Ice Machine Service	5581		437.24
100-1610-7652	IMS REFRIGERATION INC	Community Ctr Ice Machine Service	5581		437.24
100-1610-7652	IMS REFRIGERATION INC	Senior Ctr Ice Machine Service	5581		437.24
100-1610-7652	STAR BRITE CARPET CARE	Cmty Ctr/Senior Ctr Carpet Cleaning	220740		600.00
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Cleaning 2/9/25 & 2/23/25	5582		330.00
100-1605-7733	QUALITY PRINTING AND MAIL...	SC March/April Newsletter Printing	220752		669.77
100-1610-7616	ULINE INC	Fitness Ctr Pool (8) Red Sport Cones	5609		152.73
100-1205-7610	U.S. BANK	PSM Ariizumi CESA Conf Airfare (United Airlines)	5607		463.40
100-1205-7610	U.S. BANK	Larry B Area D EOC Debrief Mtg 1/30/25 (SushiFire)	5607		129.12
100-1205-7610	U.S. BANK	Larry B Exit Interview w/E Lepone (Hope Village)	5607		50.38
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5607		4.73
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5607		25.35
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	5607		37.08

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Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7614	U.S. BANK	Office Supplies (Target)	5607		14.10
100-1205-7615	U.S. BANK	LASD EOC Jackets (Sheriff Relief Emporium)	5607		949.99
100-1205-7615	U.S. BANK	PS Vehicles Spotlights (Amazon)	5607		650.25
100-1205-7615	U.S. BANK	EOC (3) Desk Chairs (Amazon)	5607		529.17
100-1205-7615	U.S. BANK	CH Emergency Supplies (Amazon)	5607		234.53
100-1205-7655	U.S. BANK	EOC Database 2/4/2025 - 2/4/2026 (Dropbox)	5607		119.88
100-1205-7779	U.S. BANK	DART Contest Prizes (Target)	5607		60.00
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Littlest Pet Shop)	5607		91.00
100-1205-7779	U.S. BANK	DART Event 2/24/25 (Wingstop)	5607		82.82
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (La Jarrita)	5607		21.45
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 Gloves (Target)	5607		3.31
100-1205-7779	U.S. BANK	DART Mtg Dinner 2/12/25 (Tropicana Mkt)	5607		23.13
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Wrightwood Foods)	5607		37.74
100-1205-7779	U.S. BANK	DART Event 2/20/25 (Mama Lu Dumplings)	5607		69.46
100-1205-7779	U.S. BANK	DART Meeting 1/29/25 (Portos Bakery)	5607		95.90
100-1205-7779	U.S. BANK	DART Service Event 2/1/25 (Denny's)	5607		92.63
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (McDonalds)	5607		119.60
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Maid in the Mtn)	5607		145.57
100-1205-7779	U.S. BANK	DART Meeting Dinner 1/28/25 (Jersey Mikes)	5607		101.75
100-1205-7779	U.S. BANK	DART Event 2/21/25 (Mr Dragon Noodle)	5607		331.74
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Mile High Pizza)	5607		137.61
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/17/25 (Village Grind)	5607		133.11
100-1205-7779	U.S. BANK	Lunar New Year DART Event 2/8/25 (YoungsGourmet)	5607		213.65
100-1205-7783	U.S. BANK	A-Team Cupcakes (Smart & Final)	5607		15.07
100-1205-7783	U.S. BANK	A-Team Event 2/19/25 (Round 1 Bowling)	5607		927.34
100-1205-7814	U.S. BANK	PSM Ariizumi Nuisance Training 2/4/25 (RSCCD)	5607		132.75
100-1205-7980	U.S. BANK	Juan O Sidewalk Vending Enforce Training (Civica)	5607		60.00
100-1610-7650	CITY OF MONROVIA	Facility Maintenance Dept Fuel 11/2024	220734		413.13
100-1410-7650	CITY OF MONROVIA	Field Services Dept Fuel 11/2024	220734		1,298.75
100-1605-7650	CITY OF MONROVIA	Park & Recreation Dept Fuel 11/2024	220734		239.42
100-1205-7650	CITY OF MONROVIA	Public Safety Dept Fuel 11/2024	220734		1,420.23
100-1205-7781	CITY OF MONROVIA	Sheriff Dept Fuel 11/2024	220734		5,462.40
100-1405-7650	CITY OF MONROVIA	Cmty Development Fuel 11/2024	220734		119.71
100-1610-7650	CITY OF MONROVIA	Facility Maintenance Dept Fuel 12/2024	220734		670.58

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Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1410-7650	CITY OF MONROVIA	Field Services Dept Fuel 12/2024	220734		953.40
100-1605-7650	CITY OF MONROVIA	Parks & Recreation Dept Fuel 12/2024	220734		208.09
100-1205-7650	CITY OF MONROVIA	Public Safety Dept Fuel 12/2024	220734		1,262.51
100-1205-7781	CITY OF MONROVIA	Sheriffs Dept Fuel 12/2024	220734		4,607.45
100-1405-7650	CITY OF MONROVIA	Cmty Development Dept Fuel 12/2024	220734		64.72
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5569		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5569		9.54
100-1605-7736	BEST SPORTS	Instructor Fee-Sports Winter 1/11/25 - 3/1/25	5566		2,998.80
100-1010-7965	RECORDS CONTROL SERVICES ...	Records Retention Program Development	5595		5,511.00
100-1605-7735	LANDEN GRAVES	Youthworks Internshi...	220719		100.00
100-1605-7735	DAVID SOTO	Youthworks Internshi...	220747		100.00
100-1605-7735	SAMUEL LEMUS	Youthworks Internshi...	220728		100.00
100-1605-7735	ALBERT MARIANO	Youthworks Internshi...	220732		100.00
100-1605-7735	JIMENA LOZADA	Youthworks Internshi...	220730		100.00
100-1605-7735	DANIELLA LOLI	Youthworks Internshi...	220729		100.00
100-1605-7735	DAVID RUIZ	Youthworks Internshi...	220742		100.00
100-1605-7735	ANTHONY SERNA	Youthworks Internshi...	220744		100.00
100-1605-7735	DELANEY KOVACH	Youthworks Internshi...	220727		100.00
100-1605-7733	SONICBOOM DJ Rudy	SC Monthly Dance DJ	220711		175.00
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	220715		205.00
100-1500	MARILYN MAYS	Advance-MYC Spring Brea...	220733		3,284.82
100-1610-7618	GRAINGER	Sports Field Lightbulbs	5578		860.75
100-1205-7762	CALE AMERICA INC	WTP Fees 2/2025	5567		85.71
100-1610-7652	AIR-TRO INC	Public Safety HVAC Leak Check	220707		839.44
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 1/27/25 - 2/26/25	220710		79.36
100-2126	NISHOKA TENNAKON	Const/Demo Deposit Refund (Pmt#2022-672)	220749		1,800.00
100-1610-8100	JJJ FLOOR COVERING INC	Teen Ctr Multi Purpose Room Floor Replacement	220726		8,370.00
100-1610-7652	JJJ FLOOR COVERING INC	Teen Ctr Front Deck Floor Repairs	220726		1,315.00
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 2/2025	5588		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 2/2025	5588		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 2/2025	5588		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 2/2025	5588		3,426.72
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Video Production Services 2/2025	5606		1,918.88
100-1205-7655	WEST COAST ARBORISTS INC	2025 Windstorm Tree Removal/Pruning	5612		11,187.75
100-1605-7735	J & J SPORTS & TROPHIES	Teen Ctr 3 on 3 Basketball Tournament Trophies	5583		117.42
100-1605-7730	NATIONAL CHAVEZ CENTER	Cesar Chavez Speaker Engagement	220735		300.00
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Rodent/Mosquito Control 2/2025	5613		879.03
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer 11/30/24 - 2/27/25	220710		36.76
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 2/2025	220738		60.00
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 2/2025	5600		1,254.23
100-1610-7652	ALBERTOS PLUMBING	City Yard Main Line Leak Repair	5564		3,100.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Srvcs 2/2025	5568		34,870.35
100-1605-7733	HEULYN REGINA DUMAS-JOH...	Senior Ctr Sewing Class 2/2025	5573		165.00

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100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 4/01/2025 - 6/30/2025	220750		13,613.94
100-1815-7830	CLOUD CONNECT SOLUTIONS ...	Phone-SD Wan w/VELO/SIP & E911 Bundle 4/2025	5570		1,669.16
100-1610-7652	STAR BRITE CARPET CARE	Teen Ctr Carpet Cleaning	220740		400.00
100-1610-7652	WET VIEWS	Weekly Aquatic Maintenance of Duarte Pools 2/2025	5593		1,950.00
100-1610-7618	WET VIEWS	Palintest Pooltest Kit	5593		1,341.22
100-1610-7652	WET VIEWS	Comp Pool Remove/Replace Damaged Flange	5593		1,399.56
100-1610-7652	WET VIEWS	Labor	5593		845.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 4/2025	5602		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 4/2025	5602		399.20
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 3/2025	5597		6,250.00
100-1205-7650	M K FUELS	Public Safety Dept Fuel 2/2025	220712		185.39
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Main Water Line Leak Repair	5564		4,900.00
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 2/2025	5604		226.39
100-1610-7652	INX BUILDING MAINTENANCE	City Yard Janitorial Services 3/2025	5582		792.74
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 3/2025	5582		1,828.89
100-1205-7783	TRAIN UP A CHILD LLC	A-Team Contract Services 3/2025	5562		6,700.00
100-1605-7636	CURO MANAGED PRINT PRO...	Recreation Leader Uniform Name Badges	220714		25.63
100-1610-7652	POST ALARM SYSTEMS	City Hall/Yard Alarm Monitoring 4/2025	5594		104.67
100-1205-7779	AIDA TORRES	DART Event Expense Reimbursement	5605		170.17
100-1205-7779	ZASIO BALDELOMAR	DART Event Expense Reimbursement	220708		32.01
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	5577		337.42
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 3/1/2025 - 3/31/2025	BD25-1111		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 3/1/2025 - 3/31/2025	BD25-1110		565.20
100-1820-7771	FS CONTRACTORS INC	Reconstruction of Block Wall @ 1138 Calle Linares	5576	DMGE099-Sept'24-Blockwall &..	9,850.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	5569		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	5569		9.54
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 3/4/2025	220736		73.00
100-1815-7820	HDL COMPANIES	Business License Fee Update	220721		7,075.00
100-1605-7736	AGI ACADEMY	Instructor Fee- Math/Reading/Typing Winter 2025	5563		980.00
100-1410-7610	GERARD BATISTA	PAPA Multi-Day Conference Expense Reimbursement	220709		99.85
100-1010-7612	ANNETTE JUAREZ	Notary Exam Expense Reimbursement	5584		77.92
100-1010-7610	SAN GABRIEL VALLEY CITY M...	Brian Villalobos Managing Your Next Disaster Mtg	220743		40.00
100-1205-7610	SAN GABRIEL VALLEY CITY M...	Larry Breceda Managing Your Next Disaster Meeting	220743		40.00
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Advisory Services 2/2025	5586		6,495.00
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 2/1/25 - 2/28/25	BD25-1113		2,092.92
100-1010-7980	SHAFFER AWARDS	Pam Romero Recognition Plaque	220745		30.78
100-1605-7741	VALIANCE CAPITAL LLC	Youth Sports Basketball Officials Winter 2025	5610		1,600.00
100-2126	JANE VILLEGAS	Const/Demo Deposit Refund (Pmt#2020-162)	220751		6,415.04

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100-5004	JANE VILLEGAS	Administrative Fee (Pmt#2020-162)	220751		-125.00
100-1605-7733	SMART & FINAL	Senior Ctr Front Office Supplies	5599		20.94
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5599		89.96
100-1605-7733	SMART & FINAL	Senior Ctr St Patricks Event Supplies	5599		127.42
100-1410-7980	GARVEY EQUIPMENT COMPA...	Various Shovels	220718		523.55
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5599		116.48
100-1605-7736	BALLET FOLKLORICO INTERNA...	Instructor Fee-Folklorico Winter 1/14/25 - 3/4/25	220741		521.50
100-1020-7726	BAKERS MAN PRODUCTIONS L...	Live-Switching & Recording of CCI Mtg 2/2025	5565		600.00
100-1810-7980	STAPLES CONTRACT & COMM...	PS Ergonomic Desk Equipment (To be Reimbursed)	5601		563.19
100-1810-7980	STAPLES CONTRACT & COMM...	PS Ergonomic Desk Equipment (To be Reimbursed)	5601		603.54
100-1605-7610	RALPHS	P&R Mgr Interview Panel Breakfast Items	220737		26.26
100-1605-7736	HEULYN REGINA DUMAS-JOH...	Instructor Fee-Sewing 1/15/25 - 3/8/25	5573		2,002.00
100-1405-8100	SAMANTHA CHANG	2024 Call for Artists Utility Box Art Program	220713	202517-Utility Box Art Program	475.00
100-1405-8100	LAISHAN MUI ITO	2024 Call for Artists Utility Box Art Program	220724	202517-Utility Box Art Program	475.00
100-1405-8100	RAQUEL MARTINEZ RODRIGU...	2024 Call for Artists Utility Box Art Program	220739	202517-Utility Box Art Program	375.00
100-1405-8100	CHEYNE ELLETT	2024 Call for Artists Utility Box Art Program	220717	202517-Utility Box Art Program	375.00
100-1605-7730	SMART & FINAL	Eggfest 2025 Egg Hunt Candy	5599		287.75
100-1410-7076	SEAN H MCBRIDE	Tuition Reimbursement	5591		122.25
100-1605-7650	DUARTE RECREATION PETTY ...	Vehicle #30 Car Wash Tip	220716		7.00
100-1605-7735	DUARTE RECREATION PETTY ...	Sharpie Paint	220716		12.11
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary/Ballet 1/15/25 - 3/10/25	5611		2,401.00
100-1605-7980	DUARTE RECREATION PETTY ...	Paper Goods	220716		24.47
100-1605-7730	SMART & FINAL	Cesar Chavez Event Volunteer Water	5599		34.38
100-1810-7980	STAPLES CONTRACT & COMM...	PS Ergonomic Desk Equipment (To be Reimbursed)	5601		377.53
100-2121	RINCON CONSULTANTS INC	Andres Duarte School EIR/PM 2/2025	5596	202424- 100-2121/1433 Crestf..	20,240.91
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Spring 2025 Design Fee	5603		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Spring 2025 Printing	5603		8,923.25
100-1605-7736	360 MARTIAL ARTS ACADEMY ...	Instructor Fee-Karate Winter 1/17/25 - 3/14/25	5561		2,254.00
100-1605-7736	DANCEFIT LLC	Instructor Fee-Ballet Winter 2/11/25 - 3/11/25	5571		336.00
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Winter 1/11/25 - 3/1/25	5589		294.00
100-1405-7980	COUNTY OF LOS ANGELES REG...	1521/1525 Huntington Dr Notice of Exemption	220704		75.00
100-1605-7733	M & L ENTERPRISES SPORTS	Senior Softball 2025 Team League Fee/Softballs	220731		774.00
100-1405-7980	COUNTY OF LOS ANGELES REG...	1501 Huntington Dr Notice of Exemption	220705		75.00
100-1500	BRANDON HARRELL	Advance-Thunderstruck Dance Competition	220720		984.90
100-1805-7614	STAPLES CONTRACT & COMM...	Office Supplies	5601		53.12
100-2120	KATHLEEN IVERSON	ROP Bldg Rent Deposit Refund 3/9/2025	220725		150.00
100-1805-7653	SECTRAN SECURITY INC	March 2025 Courier Pick-up	5598		342.24
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Sale Tax Audit Jan 2025 - Mar 2025	220722		1,807.33

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Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Transaction Tax Audit Jan 2025 - Mar 2025	220722		300.00
100-1810-7611	ROYAL OAKS MANOR	Employee Training Snacks/Drinks	220723		350.43
100-1810-7611	ROYAL OAKS MANOR	Employee Training Snacks/Drinks	220723		441.93
100-1815-7965	MAXTREME SERVICES	IT Helpdesk 3/2025	5590		12,500.00
100-1010-7980	ALBERT NUNEZ	Deposit-State of the City Entertainment	5592		200.00
Fund 100 - GENERAL FUND Total:					740,972.53
Fund: 220 - GAS TAX FUN					
220-2210-7811	PCI	Huntington Dr Crosswalk Striping	5614		3,702.80
Fund 220 - GAS TAX FUN Total:					3,702.80
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 2/2025	5588		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 2/2025	5588		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 2/2025	5588		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 2/2025	5588		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 2/2025	5588		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 2/2025	5588		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	5588		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 2/2025	5588		708.33
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repairs	5585		84.94
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repair	5585		70.74
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					40,979.98

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Account Number	Vendor DBA	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 1/2025	5587		24,480.43
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					24,480.43
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	CITY OF MONROVIA	Transportation Dept Fuel 11/2024	220734		294.18
440-4405-7650	CITY OF MONROVIA	Transportation Dept Fuel 12/2024	220734		269.42
440-4405-7614	STAPLES CONTRACT & COMM...	Transportation Dept Printer Toner	5601		87.19
Fund 440 - PROPOSITION A TRANSIT FUND Total:					650.79
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7788	CITY OF MONROVIA	Transportation Dept Fuel 11/2024	220734		240.70
460-4605-7650	CITY OF MONROVIA	Transportation Dept Fuel 12/2024	220734		220.45
Fund 460 - PROPOSITION C TRANSIT FUND Total:					461.15
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-4705-8070	ELIE FARAH INC	FY25 Street Rehab Project Design 1/12/25-2/28/25	5574	202506-Cap Street Improv-FY...	8,100.00
470-4705-8100	ADVANTEC CONSULTING ENG...	Buena Vista & Kellwil Traffic Signal Design 2/2025	220706	202127/Other Cap-TS Buena V..	4,075.80
Fund 470 - MEASURE R LR TRANSIT FUND Total:					12,175.80
Fund: 475 - MEASURE M LR TRANSIT FUND					
475-4750-7965	ADVANTEC CONSULTING ENG...	BV/Central/Evergreen TS Signal Design 2/2025	220706	201918/Prof Svcs-Buena Vista...	10,905.40
475-4750-7965	ADVANTEC CONSULTING ENG...	Buena Vista & Kellwil Traffic Signal Design	220706	202127/Prof Svcs-TS Buena Vi...	4,579.60
Fund 475 - MEASURE M LR TRANSIT FUND Total:					15,485.00
Grand Total:					838,908.48

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	740,972.53
220 - GAS TAX FUN	3,702.80
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	40,979.98
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	24,480.43
440 - PROPOSITION A TRANSIT FUND	650.79
460 - PROPOSITION C TRANSIT FUND	461.15
470 - MEASURE R LR TRANSIT FUND	12,175.80
475 - MEASURE M LR TRANSIT FUND	15,485.00
Grand Total:	838,908.48

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	40.00
100-1010-7612	Publications and Dues	77.92
100-1010-7670	Legal Notices	1,254.23
100-1010-7965	Professional Services	5,511.00
100-1010-7980	Other Expenses	230.78
100-1020-7711	Employee Recognition C...	81.34
100-1020-7712	Community Information ...	2,683.88
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	600.00
100-1205-7610	Travel, Mtgs & Conf	682.90
100-1205-7614	Office Supplies	81.26
100-1205-7615	Emergency Supplies	2,363.94
100-1205-7650	Vehicle Maintenance	2,868.13
100-1205-7655	Emergency Services	30,474.02
100-1205-7762	Parking Pass Kiosk Costs	85.71
100-1205-7779	Youth Programs	3,462.65
100-1205-7780	Animal Control	12,500.00
100-1205-7781	Contract Law Enforceme...	457,854.00
100-1205-7783	A-Team Program	7,642.41
100-1205-7814	Nuisance Abatement	132.75
100-1205-7980	Other Expenses	60.00
100-1405-7650	Vehicle Maintenance	184.43
100-1405-7800	Building Department Ser...	35,987.75
100-1405-7975	Economic Development ...	6,495.00
100-1405-7980	Other Expenses	150.00
100-1405-8100	Other Capital Improvem...	1,700.00
100-1410-7076	Tuition Reimbursement	2,549.25
100-1410-7610	Travel, Mtgs & Conf	99.85
100-1410-7650	Vehicle Maintenance	2,252.15
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	523.55
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	4,269.72
100-1605-7610	Travel, Mtgs & Conf	26.26
100-1605-7636	Uniforms	25.63
100-1605-7650	Vehicle Maintenance	454.51
100-1605-7730	Special Events	1,714.81
100-1605-7733	Senior Center	2,137.13
100-1605-7735	Teen Center	1,409.97
100-1605-7736	Youth & Adult Recreatio...	11,787.30
100-1605-7739	Publicity	16,573.25
100-1605-7741	Sports/Playground Progr...	1,600.00
100-1605-7745	Boxing Program	272.63
100-1605-7980	Other Expenses	24.47
100-1610-7616	Pool Supplies	152.73

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7617	Pool Chemicals	337.42
100-1610-7618	Building Supplies	2,511.67
100-1610-7636	Uniforms	50.92
100-1610-7650	Vehicle Maintenance	1,083.71
100-1610-7652	Building Maint Services	21,776.13
100-1610-8100	Other Capital Improvem...	8,370.00
100-1805-7614	Office Supplies	53.12
100-1805-7653	Bank Charges	342.24
100-1805-7965	Professional Services	2,107.33
100-1810-7611	Training	792.36
100-1810-7980	Other Expenses	1,572.81
100-1815-7632	Software	2,092.92
100-1815-7820	Finance Software	20,688.94
100-1815-7821	Network & Internet Serv...	1,007.50
100-1815-7830	Telephone Services	2,133.36
100-1815-7965	Professional Services	12,500.00
100-1820-7771	Repair Of City Property	9,850.00
100-1825-7631	Equipment Maintenance	116.12
100-1825-7980	Other Expenses	73.00
100-2120	Refundable Deposits	150.00
100-2121	Pass Through Deposits	20,240.91
100-2125	Metro Pass Through (TA...	60.00
100-2126	Construction and Demoli...	8,215.04
100-5004	Other Revenue	-125.00
220-2210-7811	Street Maintenance	3,702.80
240-2410-7891	Repairs-Medians	155.68
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
290-2905-7781	Contract Law Enforceme...	24,480.43
440-4405-7614	Office Supplies	87.19
440-4405-7650	Vehicle Maintenance	563.60
460-4605-7650	Vehicle Maintenance	220.45
460-4605-7788	Shuttle Services	240.70
470-4705-8070	Street Improvements (C...	8,100.00
470-4705-8100	Other Capital Improvem...	4,075.80
475-4750-7965	Professional Services	15,485.00
Grand Total:		838,908.48

Project Account Summary

Project Account Key	Payment Amount
None	777,956.77
201918/Prof Svcs-Buena Vista & Central/Evergreen	10,905.40
202127/Other Cap-TS Buena Vista & Kelwill Way	4,075.80

Project Account Summary

Project Account Key	Payment Amount
202127/Prof Svcs-TS Buena Vista & Kelwill Way	4,579.60
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	1,500.00
202424- 100-2121/1433 Crestfield(Andres Duarte)	20,240.91
202506-Cap Street Improv-FY24-25	8,100.00
202517-Utility Box Art Program	1,700.00
DMGE099-Sept'24-Blockwall & Irrigation/Huntington	9,850.00
Grand Total:	838,908.48



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 3/13/2025 - 3/26/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6691 - 360 MARTIAL ARTS ACADEMY LLC					
100-1605-7736	360 MARTIAL ARTS ACADEMY ...	Instructor Fee-Karate Winter 1/17/25 - 3/14/25	WINTER 2025		2,254.00
Vendor 6691 - 360 MARTIAL ARTS ACADEMY LLC Total:					2,254.00
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Winter 1/11/25 - 3/1/25	2025-004		294.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					294.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Event Expense Reimbursement	2/10/2025		170.17
Vendor 1388 - AIDA TORRES Total:					170.17
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Public Safety HVAC Leak Check	453368		839.44
Vendor 2061 - AIR-TRO INC Total:					839.44
Vendor: 6713 - ALBERT MARIANO					
100-1605-7735	ALBERT MARIANO	Youthworks Internshi...	3/2025		100.00
Vendor 6713 - ALBERT MARIANO Total:					100.00
Vendor: 6449 - ALBERT NUNEZ					
100-1010-7980	ALBERT NUNEZ	Deposit-State of the City Entertainment	4/24/2025D		200.00
Vendor 6449 - ALBERT NUNEZ Total:					200.00
Vendor: 6588 - ALBERTO R PEREZ					
100-1610-7652	WET VIEWS	Weekly Aquatic Maintenance of Duarte Pools 2/2025	2607		1,950.00
100-1610-7618	WET VIEWS	Palintest Pooltest Kit	2608		1,341.22
100-1610-7652	WET VIEWS	Comp Pool Remove/Replace Damaged Flange	2609		1,399.56
100-1610-7652	WET VIEWS	Labor	2609		845.00
Vendor 6588 - ALBERTO R PEREZ Total:					5,535.78
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	CC Tankless Water Heater Service	682055		495.00
100-1610-7652	ALBERTOS PLUMBING	Pool Deck Eye Wash Station Repair	682056		495.00
100-1610-7652	ALBERTOS PLUMBING	City Yard Main Line Leak Repair	682105		3,100.00
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Main Water Line Leak Repair	682106		4,900.00
Vendor 5561 - ALBERTOS PLUMBING Total:					8,990.00
Vendor: 4645 - ANCOM GROUP INC					
100-1605-7736	AGI ACADEMY	Instructor Fee- Math/Reading/Typing Winter 2025	WT25-1		980.00
Vendor 4645 - ANCOM GROUP INC Total:					980.00
Vendor: 6435 - ANNETTE JUAREZ					
100-1010-7612	ANNETTE JUAREZ	Notary Exam Expense Reimbursement	2/27/2025		77.92
Vendor 6435 - ANNETTE JUAREZ Total:					77.92
Vendor: 6711 - ANTHONY SERNA					
100-1605-7735	ANTHONY SERNA	Youthworks Internshi...	3/2025		100.00
Vendor 6711 - ANTHONY SERNA Total:					100.00

Council Warrant Register By Vendor

Payment Dates: 3/13/2025 - 3/26/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6653 - BAKERS MAN PRODUCTIONS LLC					
100-1020-7726	BAKERS MAN PRODUCTIONS L...	Live-Switching & Recording of CCI Mtg 2/2025	408490		600.00
Vendor 6653 - BAKERS MAN PRODUCTIONS LLC Total:					600.00
Vendor: 5760 - BEGINNERS EDGE SPORTS TRAINING LLC					
100-1605-7736	BEST SPORTS	Instructor Fee-Sports Winter 1/11/25 - 3/1/25	1981		2,998.80
Vendor 5760 - BEGINNERS EDGE SPORTS TRAINING LLC Total:					2,998.80
Vendor: 6720 - BRANDON HARRELL					
100-1500	BRANDON HARRELL	Advance-Thunderstruck Dance Competition	4/4/25 - 4/6/25		984.90
Vendor 6720 - BRANDON HARRELL Total:					984.90
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 2/2025	184510		85.71
Vendor 5559 - CALE AMERICA INC Total:					85.71
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 1/27/25 - 2/26/25	6011039105		79.36
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer 11/30/24 - 2/27/25	6011051009		36.76
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					116.12
Vendor: 6229 - CAPITAL ONE					
100-1605-7735	Walmart Community Card	TC Snack Bar Supplies	04651		169.05
100-1610-7618	Walmart Community Card	Basketball Court Supplies	03657		68.07
100-1605-7735	Walmart Community Card	TC Cooking Class Supplies	00455		39.80
100-1605-7735	Walmart Community Card	TC Valentine's Day Candy	04985		78.86
100-1605-7730	Walmart Community Card	Eggfest 2025 Candy	04987		114.60
100-1605-7730	Walmart Community Card	Lunar New Year Event Soda	05253		34.68
100-1605-7735	Walmart Community Card	TC Football Fan Night Supplies	03735		92.73
100-1605-7730	Walmart Community Card	Eggfest 2025 Candy	06066		405.75
100-1810-7980	Walmart Community Card	Valentine's Staff Luncheon Supplies	06067		28.55
100-1610-7618	Walmart Community Card	Council Meeting Supplies	06069		35.19
100-1605-7745	Walmart Community Card	TC Boxing Program TV	00187		272.63
Vendor 6229 - CAPITAL ONE Total:					1,339.91
Vendor: 6592 - CGAA INC					
100-1205-7650	M K FUELS	Public Safety Dept Fuel 2/2025	3012025		185.39
Vendor 6592 - CGAA INC Total:					185.39
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Svcs 2/2025	68571		34,870.35
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					34,870.35
Vendor: 6704 - CHEYNE ELLETT					
100-1405-8100	CHEYNE ELLETT	2024 Call for Artists Utility Box Art Program	3102025	202517-Utility Box Art Program	375.00
Vendor 6704 - CHEYNE ELLETT Total:					375.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4222174619		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4222174619		9.54
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4222963516		25.46
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4222963516		9.54
Vendor 5140 - CINTAS CORPORATION #693 Total:					70.00
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Facility Maintenance Dept Fuel 11/2024	2501293		413.13
100-1410-7650	CITY OF MONROVIA	Field Services Dept Fuel 11/2024	2501294		1,298.75
100-1605-7650	CITY OF MONROVIA	Park & Recreation Dept Fuel 11/2024	2501295		239.42

Council Warrant Register By Vendor

Payment Dates: 3/13/2025 - 3/26/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7650	CITY OF MONROVIA	Public Safety Dept Fuel 11/2024	2501296		1,420.23
100-1205-7781	CITY OF MONROVIA	Sheriff Dept Fuel 11/2024	2501297		5,462.40
100-1405-7650	CITY OF MONROVIA	Cmty Development Fuel 11/2024	2501299		119.71
100-1610-7650	CITY OF MONROVIA	Facility Maintenance Dept Fuel 12/2024	2501302		670.58
100-1410-7650	CITY OF MONROVIA	Field Services Dept Fuel 12/2024	2501303		953.40
100-1605-7650	CITY OF MONROVIA	Parks & Recreation Dept Fuel 12/2024	2501304		208.09
100-1205-7650	CITY OF MONROVIA	Public Safety Dept Fuel 12/2024	2501305		1,262.51
100-1205-7781	CITY OF MONROVIA	Sheriffs Dept Fuel 12/2024	2501306		4,607.45
100-1405-7650	CITY OF MONROVIA	Cmty Development Dept Fuel 12/2024	2501308		64.72
Vendor 0903 - CITY OF MONROVIA Total:					16,720.39
Vendor: 6544 - CLOUD CONNECT SOLUTIONS INC					
100-1815-7830	CLOUD CONNECT SOLUTIONS ...	Phone-SD Wan w/VELO/SIP & E911 Bundle 4/2025	1399		1,669.16
Vendor 6544 - CLOUD CONNECT SOLUTIONS INC Total:					1,669.16
Vendor: 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK					
100-1405-7980	COUNTY OF LOS ANGELES REG...	1521/1525 Huntington Dr Notice of Exemption	3122025		75.00
100-1405-7980	COUNTY OF LOS ANGELES REG...	1501 Huntington Dr Notice of Exemption	31225		75.00
Vendor 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK Total:					150.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7636	CURO MANAGED PRINT PRO...	Recreation Leader Uniform Name Badges	10471		25.63
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					25.63
Vendor: 6650 - DANCEFIT LLC					
100-1605-7736	DANCEFIT LLC	Instructor Fee-Ballet Winter 2/11/25 - 3/11/25	#8		336.00
Vendor 6650 - DANCEFIT LLC Total:					336.00
Vendor: 6714 - DANIELLA LOLI					
100-1605-7735	DANIELLA LOLI	Youthworks Internshi...	3/2025		100.00
Vendor 6714 - DANIELLA LOLI Total:					100.00
Vendor: 6712 - DAVID RUIZ					
100-1605-7735	DAVID RUIZ	Youthworks Internshi...	3/2025		100.00
Vendor 6712 - DAVID RUIZ Total:					100.00
Vendor: 5920 - DAVID SOTO					
100-1605-7735	DAVID SOTO	Youthworks Internshi...	3/2025		100.00
Vendor 5920 - DAVID SOTO Total:					100.00
Vendor: 6719 - DELANEY KOVACH					
100-1605-7735	DELANEY KOVACH	Youthworks Internshi...	3/2025		100.00
Vendor 6719 - DELANEY KOVACH Total:					100.00
Vendor: 1381 - DOLPHIN RENTS INC					
100-1020-7711	DOLPHIN RENTS INC	Annual Awards Table Linens	01-218794-02		81.34
Vendor 1381 - DOLPHIN RENTS INC Total:					81.34
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	4/2025		205.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:					205.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7650	DUARTE RECREATION PETTY ...	Vehicle #30 Car Wash Tip	3112025		7.00
100-1605-7735	DUARTE RECREATION PETTY ...	Sharpie Paint	3112025		12.11
100-1605-7980	DUARTE RECREATION PETTY ...	Paper Goods	3112025		24.47
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					43.58

Council Warrant Register By Vendor

Payment Dates: 3/13/2025 - 3/26/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 2/2025	1081492		171.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					171.00
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	152841		337.42
Vendor 4690 - FULLER ENGINEERING INC Total:					337.42
Vendor: 4308 - GARVEY EQUIPMENT COMPANY					
100-1410-7980	GARVEY EQUIPMENT COMPA...	Various Shovels	166719		523.55
Vendor 4308 - GARVEY EQUIPMENT COMPANY Total:					523.55
Vendor: 1694 - GERARD BATISTA					
100-1410-7610	GERARD BATISTA	PAPA Multi-Day Conference Expense Reimbursement	2/19/25 - 2/21/25		99.85
Vendor 1694 - GERARD BATISTA Total:					99.85
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 2/1/25 - 2/28/25	5187636521		2,092.92
Vendor 6181 - GOOGLE LLC Total:					2,092.92
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	Sports Field Lightbulbs	9420456940		860.75
Vendor 1092 - GRAINGER Total:					860.75
Vendor: 6441 - HDL COMPANIES					
100-1815-7820	HDL COMPANIES	Buiness License Fee Update	SIN047764		7,075.00
Vendor 6441 - HDL COMPANIES Total:					7,075.00
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	Senior Ctr Sewing Class 2/2025	SC-2/2025		165.00
100-1605-7736	HEULYN REGINA DUMAS-JOH...	Instructor Fee-Sewing 1/15/25 - 3/8/25	Winter/REC-03-2025		2,002.00
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					2,167.00
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Sale Tax Audit Jan 2025 - Mar 2025	SIN047948		1,807.33
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Transaction Tax Audit Jan 2025 - Mar 2025	SIN048168		300.00
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					2,107.33
Vendor: 2807 - HUMAN GOOD ROYAL OAKS					
100-1810-7611	ROYAL OAKS MANOR	Employee Training Snacks/Drinks	1/22/2025		350.43
100-1810-7611	ROYAL OAKS MANOR	Employee Training Snacks/Drinks	1/23/2025		441.93
Vendor 2807 - HUMAN GOOD ROYAL OAKS Total:					792.36
Vendor: 1614 - IMS REFRIGERATION INC					
100-1610-7652	IMS REFRIGERATION INC	City Yard Ice Machine Service	56722		437.24
100-1610-7652	IMS REFRIGERATION INC	Community Ctr Ice Machine Service	56723		437.24
100-1610-7652	IMS REFRIGERATION INC	Senior Ctr Ice Machine Service	56724		437.24
Vendor 1614 - IMS REFRIGERATION INC Total:					1,311.72
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	Senior Ctr Cleaning 2/9/25 & 2/23/25	992001		330.00
100-1610-7652	INX BUILDING MAINTENANCE	City Yard Janitorial Services 3/2025	992224		792.74
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 3/2025	992251		1,828.89
Vendor 6309 - INX BUILDING MAINTENANCE Total:					2,951.63

Council Warrant Register By Vendor

Payment Dates: 3/13/2025 - 3/26/2025

Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7735	J & J SPORTS & TROPHIES	Teen Ctr 3 on 3 Basketball Tournament Trophies	31327		117.42
Vendor 0594 - J & J SPORTS & TROPHIES Total:					117.42
Vendor: 6717 - JACOB RAMIREZ					
100-1410-7076	JACOB RAMIREZ	Tuition Reimbursement	2182025		2,427.00
Vendor 6717 - JACOB RAMIREZ Total:					2,427.00
Vendor: T4934 - JANE VILLEGAS					
100-2126	JANE VILLEGAS	Const/Demo Deposit Refund (Pmt#2020-162)	R90976		6,415.04
100-5004	JANE VILLEGAS	Administrative Fee (Pmt#2020-162)	R90976		-125.00
Vendor T4934 - JANE VILLEGAS Total:					6,290.04
Vendor: 6715 - JIMENA LOZADA					
100-1605-7735	JIMENA LOZADA	Youthworks Internshi...	3/2025		100.00
Vendor 6715 - JIMENA LOZADA Total:					100.00
Vendor: 6494 - JJJ FLOOR COVERING INC					
100-1610-8100	JJJ FLOOR COVERING INC	Teen Ctr Multi Purpose Room Floor Replacement	1026255		8,370.00
100-1610-7652	JJJ FLOOR COVERING INC	Teen Ctr Front Deck Floor Repairs	1026255-A		1,315.00
Vendor 6494 - JJJ FLOOR COVERING INC Total:					9,685.00
Vendor: 5406 - JOSE ANGEL FIERROS					
100-1205-7655	FS CONTRACTORS INC	2025 Windstorm Concrete Repair Phase I	3542		18,940.00
100-1820-7771	FS CONTRACTORS INC	Reconstruction of Block Wall @ 1138 Calle Linares	3575	DMGE099-Sept'24-Blockwall &..	9,850.00
Vendor 5406 - JOSE ANGEL FIERROS Total:					28,790.00
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary/Ballet 1/15/25 - 3/10/25	3112025		2,401.00
Vendor T3851 - JOVANA VILLEGAS Total:					2,401.00
Vendor: T4936 - KATHLEEN IVERSON					
100-2120	KATHLEEN IVERSON	ROP Bldg Rent Deposit Refund 3/9/2025	R107097		150.00
Vendor T4936 - KATHLEEN IVERSON Total:					150.00
Vendor: 0439 - KENNETH L ROGERS					
100-1610-7652	STAR BRITE CARPET CARE	Cmty Ctr/Senior Ctr Carpet Cleaning	15366		600.00
100-1610-7652	STAR BRITE CARPET CARE	Teen Ctr Carpet Cleaning	15358		400.00
Vendor 0439 - KENNETH L ROGERS Total:					1,000.00
Vendor: 6702 - LAISHAN MUI ITO					
100-1405-8100	LAISHAN MUI ITO	2024 Call for Artists Utility Box Art Program	3102025	202517-Utility Box Art Program	475.00
Vendor 6702 - LAISHAN MUI ITO Total:					475.00
Vendor: 6581 - LANDEN GRAVES					
100-1605-7735	LANDEN GRAVES	Youthworks Internshi...	3/2025		100.00
Vendor 6581 - LANDEN GRAVES Total:					100.00
Vendor: 6587 - LEE & ASSOCIATES - PASADENA INC					
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Advisory Services 2/2025	3052025		6,495.00
Vendor 6587 - LEE & ASSOCIATES - PASADENA INC Total:					6,495.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 3/1/2025 - 3/31/2025	284083281		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 3/1/2025 - 3/31/2025	284085594		565.20
Vendor 5761 - LIFE STORAGE #530 Total:					1,117.40

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 1/2025	252013TZ		447,784.15
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					447,784.15
Vendor: 6367 - LUCIA ROMERO					
100-1605-7736	BALLET FOLKLORICO INTERNA...	Instructor Fee-Folklorico Winter 1/14/25 - 3/4/25	030725		521.50
Vendor 6367 - LUCIA ROMERO Total:					521.50
Vendor: 0460 - M & L ENTERPRISES SPORTS					
100-1605-7733	M & L ENTERPRISES SPORTS	Senior Softball 2025 Team League Fee/Softballs	3122025		774.00
Vendor 0460 - M & L ENTERPRISES SPORTS Total:					774.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-MYC Spring Brea...	4/8/25 - 4/9/25		3,284.82
Vendor 4422 - MARILYN MAYS Total:					3,284.82
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 2/2025	112489		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 2/2025	112489		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 2/2025	112489		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 2/2025	112489		3,426.72
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					5,894.72
Vendor: 6594 - MATTHEW GUAJARDO					
100-1205-7779	MATTHEW GUAJARDO	DUSD Tutoring Program	11/2024	202418-FY23-26-Exp-Tutors,S...	600.00
100-1205-7779	MATTHEW GUAJARDO	DUSD Tutoring Program	Dec 2024/Jan2025	202418-FY23-26-Exp-Tutors,S...	900.00
Vendor 6594 - MATTHEW GUAJARDO Total:					1,500.00
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME SERVICES	IT Helpdesk 3/2025	13789		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: 6479 - NATIONAL CHAVEZ CENTER					
100-1605-7730	NATIONAL CHAVEZ CENTER	Cesar Chavez Speaker Engagement	36184		300.00
Vendor 6479 - NATIONAL CHAVEZ CENTER Total:					300.00
Vendor: T4935 - NISHOKA TENNAKOON					
100-2126	NISHOKA TENNAKOON	Const/Demo Deposit Refund (Pmt#2022-672)	R103901		1,800.00
Vendor T4935 - NISHOKA TENNAKOON Total:					1,800.00
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 3/4/2025	596011		73.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					73.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	City Hall/Yard Alarm Monitoring 4/2025	1777299		104.67
Vendor 2466 - POST ALARM SYSTEMS Total:					104.67
Vendor: 0768 - RALPHS GROCERY COMPANY					
100-1605-7610	RALPHS	P&R Mgr Interview Panel Breakfast Items	024505		26.26
Vendor 0768 - RALPHS GROCERY COMPANY Total:					26.26
Vendor: 6701 - RAQUEL MARTINEZ RODRIGUEZ					
100-1405-8100	RAQUEL MARTINEZ RODRIGU...	2024 Call for Artists Utility Box Art Program	3102025	202517-Utility Box Art Program	375.00
Vendor 6701 - RAQUEL MARTINEZ RODRIGUEZ Total:					375.00

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6652 - RAYMOND ABERNATHY					
100-1205-7783	TRAIN UP A CHILD LLC	A-Team Contract Services 3/2025	TRA-12		6,700.00
Vendor 6652 - RAYMOND ABERNATHY Total:					6,700.00
Vendor: 6525 - RECORDS CONTROL SERVICES INC					
100-1010-7965	RECORDS CONTROL SERVICES ...	Records Retention Program Development	24-63		5,511.00
Vendor 6525 - RECORDS CONTROL SERVICES INC Total:					5,511.00
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 2/2025	6024640		60.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					60.00
Vendor: 6591 - RINCON CONSULTANTS INC					
100-2121	RINCON CONSULTANTS INC	Andres Duarte School EIR/PM 2/2025	63851	202424- 100-2121/1433 Crestf..	20,240.91
Vendor 6591 - RINCON CONSULTANTS INC Total:					20,240.91
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	SONICBOOM DJ Rudy	SC Monthly Dance DJ	3/27/2025		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 6585 - RUBEN VIOLA					
100-1605-7733	QUALITY PRINTING AND MAIL...	SC March/April Newsletter Printing	3623		669.77
Vendor 6585 - RUBEN VIOLA Total:					669.77
Vendor: 6703 - SAMANTHA CHANG					
100-1405-8100	SAMANTHA CHANG	2024 Call for Artists Utility Box Art Program	3102025	202517-Utility Box Art Program	475.00
Vendor 6703 - SAMANTHA CHANG Total:					475.00
Vendor: 6639 - SAMUEL LEMUS					
100-1605-7735	SAMUEL LEMUS	Youthworks Internshi...	3/2025		100.00
Vendor 6639 - SAMUEL LEMUS Total:					100.00
Vendor: 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION					
100-1010-7610	SAN GABRIEL VALLEY CITY M...	Brian Villalobos Managing Your Next Disaster Mtg	3/19/2025		40.00
100-1205-7610	SAN GABRIEL VALLEY CITY M...	Larry Breceda Managing Your Next Disaster Meeting	3/19/2025		40.00
Vendor 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION Total:					80.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 12/2024	12/2024D		6,250.00
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 3/2025	3/2025D		6,250.00
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					12,500.00
Vendor: 6178 - SEAN H MCBRIDE					
100-1410-7076	SEAN H MCBRIDE	Tuition Reimbursement	3102025		122.25
Vendor 6178 - SEAN H MCBRIDE Total:					122.25
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	March 2025 Courier Pick-up	25030680		342.24
Vendor 6277 - SECTRAN SECURITY INC Total:					342.24
Vendor: 0202 - SHAFFER AWARDS					
100-1010-7980	SHAFFER AWARDS	Pam Romero Recognition Plaque	8573		30.78
Vendor 0202 - SHAFFER AWARDS Total:					30.78
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1605-7730	SIMON EQUIPMENT RENTALS	Scissor Lift Rental (Lunar New Year)	169751		337.65
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					337.65
Vendor: 0209 - SMART & FINAL					
100-1605-7733	SMART & FINAL	Senior Ctr Front Office Supplies	053355		20.94
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	062733		89.96

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7733	SMART & FINAL	Senior Ctr St Patricks Event Supplies	106922		127.42
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	667755		116.48
100-1605-7730	SMART & FINAL	Eggfest 2025 Egg Hunt Candy	055377		287.75
100-1605-7730	SMART & FINAL	Cesar Chavez Event Volunteer Water	334300		34.38
Vendor 0209 - SMART & FINAL Total:					676.93
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 2/2025	611609		1,254.23
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					1,254.23
Vendor: 2688 - STAPLES					
100-1810-7980	STAPLES CONTRACT & COMM...	PS Ergonomic Desk Equipment (To be Reimbursed)	6026356775		563.19
100-1810-7980	STAPLES CONTRACT & COMM...	PS Ergonomic Desk Equipment (To be Reimbursed)	6026356776		603.54
100-1810-7980	STAPLES CONTRACT & COMM...	PS Ergonomic Desk Equipment (To be Reimbursed)	6026525432		377.53
100-1805-7614	STAPLES CONTRACT & COMM...	Office Supplies	6026583828		53.12
Vendor 2688 - STAPLES Total:					1,597.38
Vendor: 6533 - TAYLOR ENTERTAINMENT INC					
100-1605-7730	TAYLOR ENTERTAINMENT INC	Balance-Jump for Autism Balloon Artist	#4/2/25,6-8pm		200.00
Vendor 6533 - TAYLOR ENTERTAINMENT INC Total:					200.00
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Spring 2025 Design Fee	7446		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	City News Spring 2025 Printing	7447		8,923.25
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					16,573.25
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 4/2025	28058		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 4/2025	28059		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Mgmt 4/2025	28060		399.20
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					1,471.70
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 2/2025	851574085		226.39
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					226.39
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Video Production Services 1/2025	14202		765.00
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Video Production Services 2/2025	14203		1,918.88
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					2,683.88
Vendor: 4674 - TYLER TECHNOLOGIES INC					
100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 4/01/2025 - 6/30/2025	025-498251		13,613.94
Vendor 4674 - TYLER TECHNOLOGIES INC Total:					13,613.94
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	Larry B Area D EOC Debrief Mtg 1/30/25 (SushiFire)	2252025LB		129.12
100-1205-7610	U.S. BANK	Larry B Exit Interview w/E Lepone (Hope Village)	2252025LB		50.38
100-1205-7610	U.S. BANK	PSM Ariizumi CESA Conf Airfare (United Airlines)	2252025LB		463.40
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	2252025LB		4.73
100-1205-7614	U.S. BANK	Office Supplies (Target)	2252025LB		14.10
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	2252025LB		25.35
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	2252025LB		37.08
100-1205-7615	U.S. BANK	CH Emergency Supplies (Amazon)	2252025LB		234.53

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7615	U.S. BANK	EOC (3) Desk Chairs (Amazon)	2252025LB		529.17
100-1205-7615	U.S. BANK	PS Vehicles Spotlights (Amazon)	2252025LB		650.25
100-1205-7615	U.S. BANK	LASD EOC Jackets (Sheriff Relief Emporium)	2252025LB		949.99
100-1205-7655	U.S. BANK	EOC Database 2/4/2025 - 2/4/2026 (Dropbox)	2252025LB		119.88
100-1205-7779	U.S. BANK	DART Event 2/21/25 (Mr Dragon Noodle)	2252025LB		331.74
100-1205-7779	U.S. BANK	Lunar New Year DART Event 2/8/25 (YoungsGourmet)	2252025LB		213.65
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Maid in the Mtn)	2252025LB		145.57
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Mile High Pizza)	2252025LB		137.61
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (McDonalds)	2252025LB		119.60
100-1205-7779	U.S. BANK	DART Meeting Dinner 1/28/25 (Jersey Mikes)	2252025LB		101.75
100-1205-7779	U.S. BANK	DART Meeting 1/29/25 (Portos Bakery)	2252025LB		95.90
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/17/25 (Village Grind)	2252025LB		133.11
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Littlest Pet Shop)	2252025LB		91.00
100-1205-7779	U.S. BANK	DART Event 2/24/25 (Wingstop)	2252025LB		82.82
100-1205-7779	U.S. BANK	DART Event 2/20/25 (Mama Lu Dumplings)	2252025LB		69.46
100-1205-7779	U.S. BANK	DART Contest Prizes (Target)	2252025LB		60.00
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (Wrightwood Foods)	2252025LB		37.74
100-1205-7779	U.S. BANK	DART Mtg Dinner 2/12/25 (Tropicana Mkt)	2252025LB		23.13
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 (La Jarrita)	2252025LB		21.45
100-1205-7779	U.S. BANK	DART Wrightwood Trip 2/16/25 Gloves (Target)	2252025LB		3.31
100-1205-7779	U.S. BANK	DART Service Event 2/1/25 (Denny's)	2252025LB		92.63
100-1205-7783	U.S. BANK	A-Team Cupcakes (Smart & Final)	2252025LB		15.07
100-1205-7783	U.S. BANK	A-Team Event 2/19/25 (Round 1 Bowling)	2252025LB		927.34
100-1205-7814	U.S. BANK	PSM Ariizumi Nuisance Training 2/4/25 (RSCCD)	2252025LB		132.75
100-1205-7980	U.S. BANK	Juan O Sidewalk Vending Enforce Training (Civica)	2252025LB		60.00
Vendor 4484 - U.S. BANK Total:					6,103.61
Vendor: 5907 - ULINE INC					
100-1610-7616	ULINE INC	Fitness Ctr Pool (8) Red Sport Cones	189600177		152.73
Vendor 5907 - ULINE INC Total:					152.73
Vendor: 6572 - VALIANCE CAPITAL LLC					
100-1605-7741	VALIANCE CAPITAL LLC	Youth Sports Basketball Officials Winter 2025	915008 - DT		1,600.00
Vendor 6572 - VALIANCE CAPITAL LLC Total:					1,600.00
Vendor: 1521 - WEST COAST ARBORISTS INC					
100-1205-7655	WEST COAST ARBORISTS INC	2025 Windstorm Tree Removal/Pruning	226200		11,187.75
Vendor 1521 - WEST COAST ARBORISTS INC Total:					11,187.75

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Rodent/Mosquito Control 2/2025	522005C		879.03
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					879.03
Vendor: 6706 - ZASIO BALDELOMAR					
100-1205-7779	ZASIO BALDELOMAR	DART Event Expense Reimbursement	2/21/2025		32.01
Vendor 6706 - ZASIO BALDELOMAR Total:					32.01
Fund 100 - GENERAL FUND Total:					740,972.53
Fund: 220 - GAS TAX FUN					
Vendor: 5887 - WGJ ENTERPRISES INC					
220-2210-7811	PCI	Huntington Dr Crosswalk Striping	12214C-03		3,702.80
Vendor 5887 - WGJ ENTERPRISES INC Total:					3,702.80
Fund 220 - GAS TAX FUN Total:					3,702.80
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repairs	4211639		84.94
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Median Irrigation Repair	4211978		70.74
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					155.68
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 2/2025	112489		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 2/2025	112489		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 2/2025	112489		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 2/2025	112489		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 2/2025	112489		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 2/2025	112489		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 2/2025	112489		750.00

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Account Number	Vendor DBA	Description (Item)	Payable Number	Project Account Key	Amount
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 2/2025	112489		708.33
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					40,824.30
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					40,979.98
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 1/2025	252013TZ		24,480.43
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					24,480.43
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					24,480.43
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Transportation Dept Fuel 11/2024	2501298		294.18
440-4405-7650	CITY OF MONROVIA	Transportation Dept Fuel 12/2024	2501307		269.42
Vendor 0903 - CITY OF MONROVIA Total:					563.60
Vendor: 2688 - STAPLES					
440-4405-7614	STAPLES CONTRACT & COMM...	Transportation Dept Printer Toner	6026583828		87.19
Vendor 2688 - STAPLES Total:					87.19
Fund 440 - PROPOSITION A TRANSIT FUND Total:					650.79
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
460-4605-7788	CITY OF MONROVIA	Transportation Dept Fuel 11/2024	2501298		240.70
460-4605-7650	CITY OF MONROVIA	Transportation Dept Fuel 12/2024	2501307		220.45
Vendor 0903 - CITY OF MONROVIA Total:					461.15
Fund 460 - PROPOSITION C TRANSIT FUND Total:					461.15
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 6674 - ADVANTEC CONSULTING ENGINEERS INC					
470-4705-8100	ADVANTEC CONSULTING ENG...	Buena Vista & Kellwil Traffic Signal Design 2/2025	9801-0677-02	202127/Other Cap-TS Buena V..	4,075.80
Vendor 6674 - ADVANTEC CONSULTING ENGINEERS INC Total:					4,075.80
Vendor: 5873 - ELIE FARAH INC					
470-4705-8070	ELIE FARAH INC	FY25 Street Rehab Project Design 1/12/25-2/28/25	2-DUA24-28	202506-Cap Street Improv-FY...	8,100.00
Vendor 5873 - ELIE FARAH INC Total:					8,100.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					12,175.80
Fund: 475 - MEASURE M LR TRANSIT FUND					
Vendor: 6674 - ADVANTEC CONSULTING ENGINEERS INC					
475-4750-7965	ADVANTEC CONSULTING ENG...	BV/Central/Evergreen TS Signal Design 2/2025	9801-0676-03	201918/Prof Svcs-Buena Vista...	10,905.40
475-4750-7965	ADVANTEC CONSULTING ENG...	Buena Vista & Kellwil Traffic Signal Design	9801-0677-02	202127/Prof Svcs-TS Buena Vi...	4,579.60
Vendor 6674 - ADVANTEC CONSULTING ENGINEERS INC Total:					15,485.00
Fund 475 - MEASURE M LR TRANSIT FUND Total:					15,485.00
Grand Total:					838,908.48

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	740,972.53
220 - GAS TAX FUN	3,702.80
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	40,979.98
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	24,480.43
440 - PROPOSITION A TRANSIT FUND	650.79
460 - PROPOSITION C TRANSIT FUND	461.15
470 - MEASURE R LR TRANSIT FUND	12,175.80
475 - MEASURE M LR TRANSIT FUND	15,485.00
Grand Total:	838,908.48

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	40.00
100-1010-7612	Publications and Dues	77.92
100-1010-7670	Legal Notices	1,254.23
100-1010-7965	Professional Services	5,511.00
100-1010-7980	Other Expenses	230.78
100-1020-7711	Employee Recognition C...	81.34
100-1020-7712	Community Information ...	2,683.88
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	600.00
100-1205-7610	Travel, Mtgs & Conf	682.90
100-1205-7614	Office Supplies	81.26
100-1205-7615	Emergency Supplies	2,363.94
100-1205-7650	Vehicle Maintenance	2,868.13
100-1205-7655	Emergency Services	30,474.02
100-1205-7762	Parking Pass Kiosk Costs	85.71
100-1205-7779	Youth Programs	3,462.65
100-1205-7780	Animal Control	12,500.00
100-1205-7781	Contract Law Enforceme...	457,854.00
100-1205-7783	A-Team Program	7,642.41
100-1205-7814	Nuisance Abatement	132.75
100-1205-7980	Other Expenses	60.00
100-1405-7650	Vehicle Maintenance	184.43
100-1405-7800	Building Department Ser...	35,987.75
100-1405-7975	Economic Development ...	6,495.00
100-1405-7980	Other Expenses	150.00
100-1405-8100	Other Capital Improvem...	1,700.00
100-1410-7076	Tuition Reimbursement	2,549.25
100-1410-7610	Travel, Mtgs & Conf	99.85
100-1410-7650	Vehicle Maintenance	2,252.15
100-1410-7815	Brush Clearance	2,156.00
100-1410-7980	Other Expenses	523.55
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	4,269.72
100-1605-7610	Travel, Mtgs & Conf	26.26
100-1605-7636	Uniforms	25.63
100-1605-7650	Vehicle Maintenance	454.51
100-1605-7730	Special Events	1,714.81
100-1605-7733	Senior Center	2,137.13
100-1605-7735	Teen Center	1,409.97
100-1605-7736	Youth & Adult Recreatio...	11,787.30
100-1605-7739	Publicity	16,573.25
100-1605-7741	Sports/Playground Progr...	1,600.00
100-1605-7745	Boxing Program	272.63
100-1605-7980	Other Expenses	24.47
100-1610-7616	Pool Supplies	152.73

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7617	Pool Chemicals	337.42
100-1610-7618	Building Supplies	2,511.67
100-1610-7636	Uniforms	50.92
100-1610-7650	Vehicle Maintenance	1,083.71
100-1610-7652	Building Maint Services	21,776.13
100-1610-8100	Other Capital Improvem...	8,370.00
100-1805-7614	Office Supplies	53.12
100-1805-7653	Bank Charges	342.24
100-1805-7965	Professional Services	2,107.33
100-1810-7611	Training	792.36
100-1810-7980	Other Expenses	1,572.81
100-1815-7632	Software	2,092.92
100-1815-7820	Finance Software	20,688.94
100-1815-7821	Network & Internet Serv...	1,007.50
100-1815-7830	Telephone Services	2,133.36
100-1815-7965	Professional Services	12,500.00
100-1820-7771	Repair Of City Property	9,850.00
100-1825-7631	Equipment Maintenance	116.12
100-1825-7980	Other Expenses	73.00
100-2120	Refundable Deposits	150.00
100-2121	Pass Through Deposits	20,240.91
100-2125	Metro Pass Through (TA...	60.00
100-2126	Construction and Demoli...	8,215.04
100-5004	Other Revenue	-125.00
220-2210-7811	Street Maintenance	3,702.80
240-2410-7891	Repairs-Medians	155.68
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
290-2905-7781	Contract Law Enforceme...	24,480.43
440-4405-7614	Office Supplies	87.19
440-4405-7650	Vehicle Maintenance	563.60
460-4605-7650	Vehicle Maintenance	220.45
460-4605-7788	Shuttle Services	240.70
470-4705-8070	Street Improvements (C...	8,100.00
470-4705-8100	Other Capital Improvem...	4,075.80
475-4750-7965	Professional Services	15,485.00
Grand Total:		838,908.48

Project Account Summary

Project Account Key	Payment Amount
None	777,956.77
201918/Prof Svcs-Buena Vista & Central/Evergreen	10,905.40
202127/Other Cap-TS Buena Vista & Kelwill Way	4,075.80

Project Account Summary

Project Account Key	Payment Amount
202127/Prof Svcs-TS Buena Vista & Kelwill Way	4,579.60
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	1,500.00
202424- 100-2121/1433 Crestfield(Andres Duarte)	20,240.91
202506-Cap Street Improv-FY24-25	8,100.00
202517-Utility Box Art Program	1,700.00
DMGE099-Sept'24-Blockwall & Irrigation/Huntington	9,850.00
Grand Total:	838,908.48



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended January 31, 2024
(58.3% of FY 2024-25 Completed)**

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Treasury Report

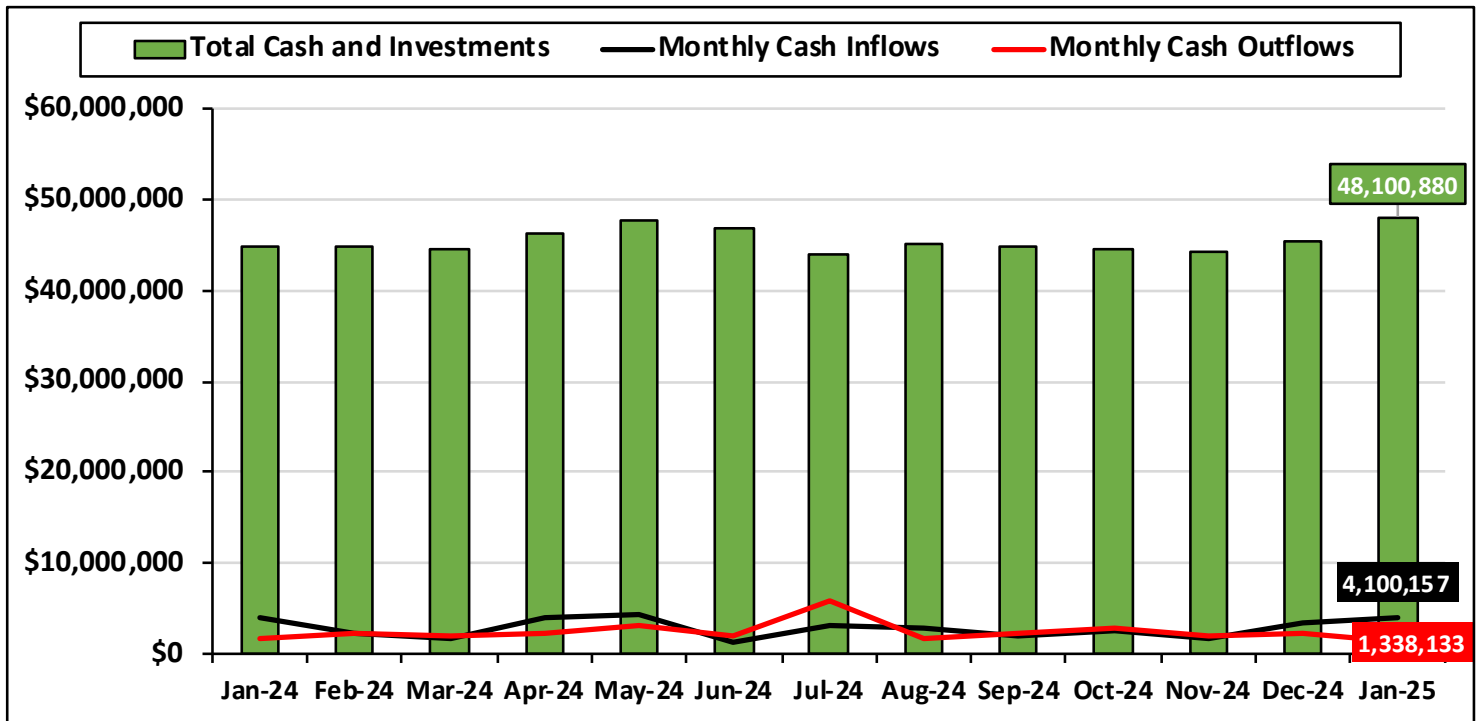
Monthly Activity and Balances	2
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Budget-to-Actual Report

General Fund Revenue Dashboard	4-6
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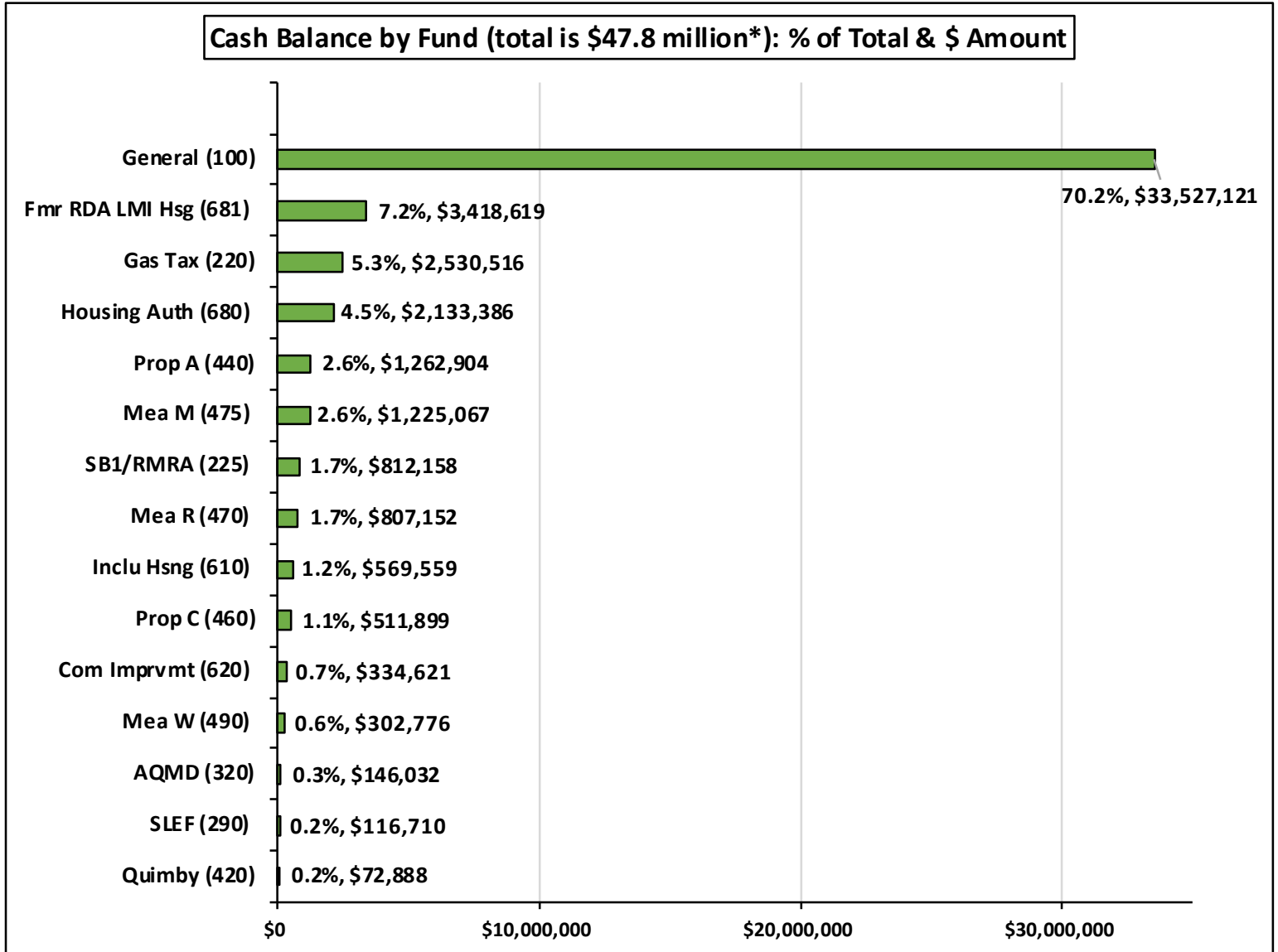
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended January 31, 2024

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (1/01/2025)	\$6,566,388	\$38,772,467	\$45,338,855
Cash Inflows			
Receipts	\$3,629,234	\$470,924	\$4,100,157
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$3,629,234	\$470,924	\$4,100,157
Cash Outflows			
Disbursements	\$1,338,133	\$0	\$1,338,133
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,338,133	\$0	\$1,338,133
Net Activity	\$2,291,101	\$470,924	\$2,762,024
Ending Balance (1/31/2025)	\$8,857,489	\$39,243,391	\$48,100,880



*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended January 31, 2024

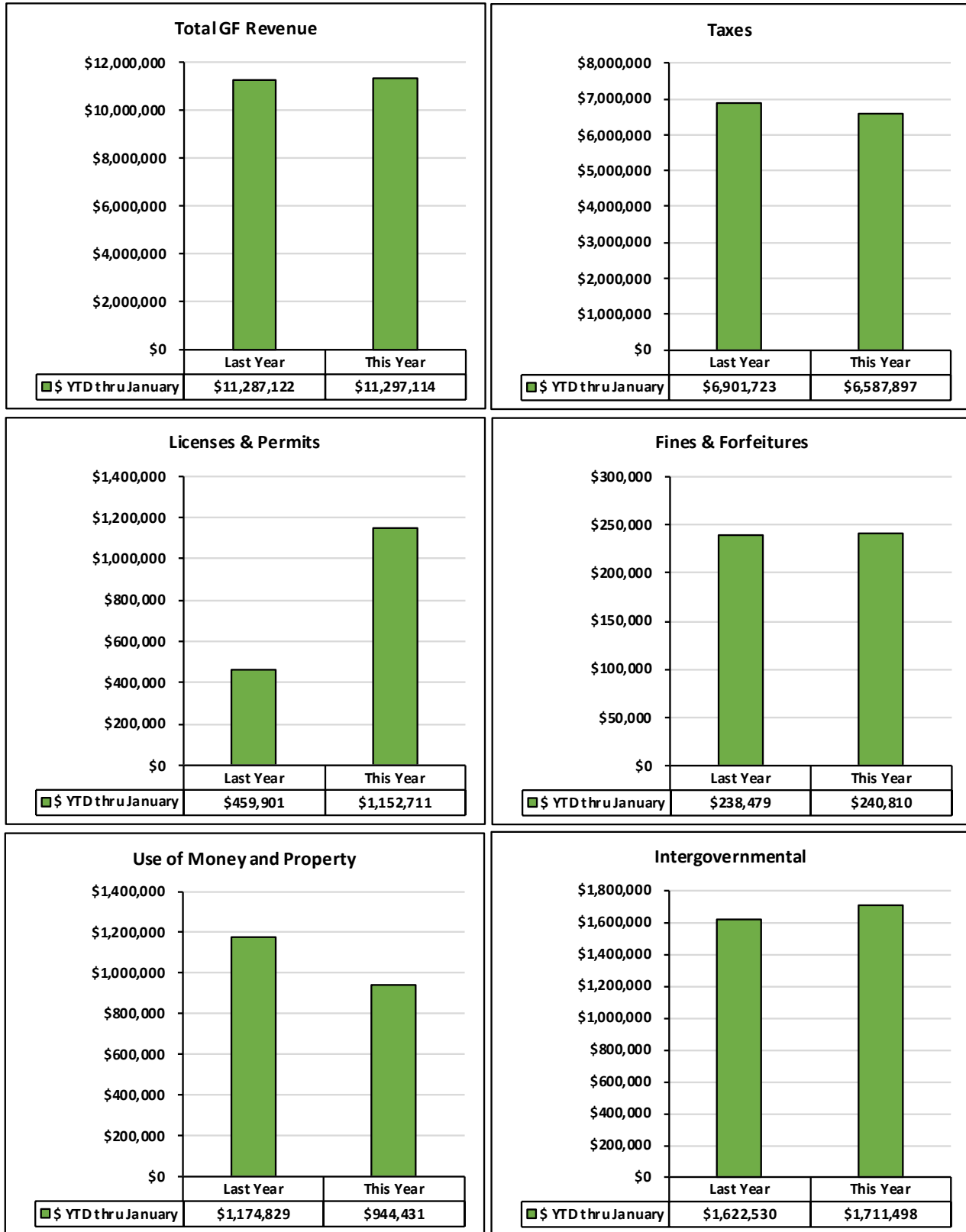


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to the City's bank account, the combined "Bank" and "LAIF" balances will rarely equal precisely the City's general ledger cash balance. The City performs a monthly "bank reconciliation" to reconcile these balances.

**Funds with zero or negative cash balances are not shown above. Those with negative balances are offset against the General Fund cash balance.

CITY OF DUARTE

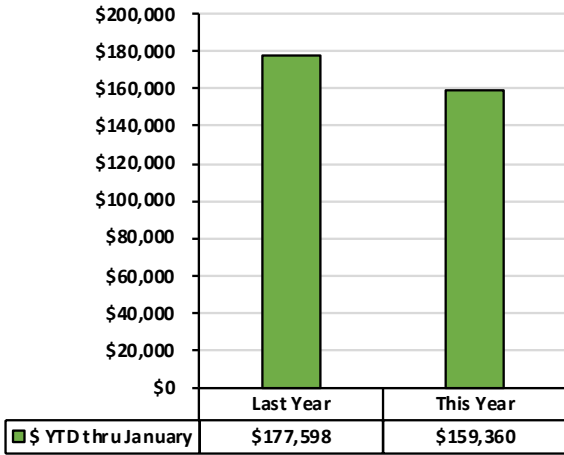
General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through January versus Prior Year



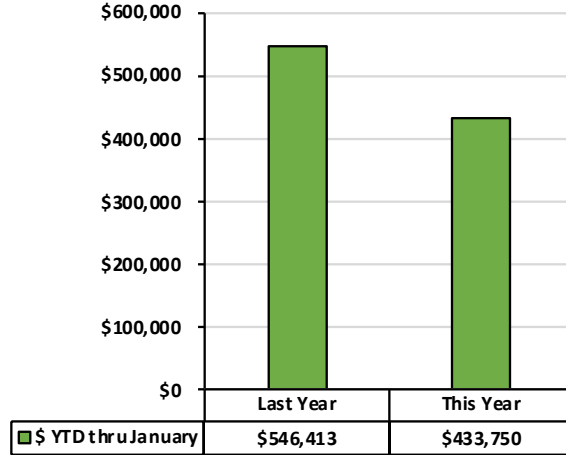
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through January versus Prior Year

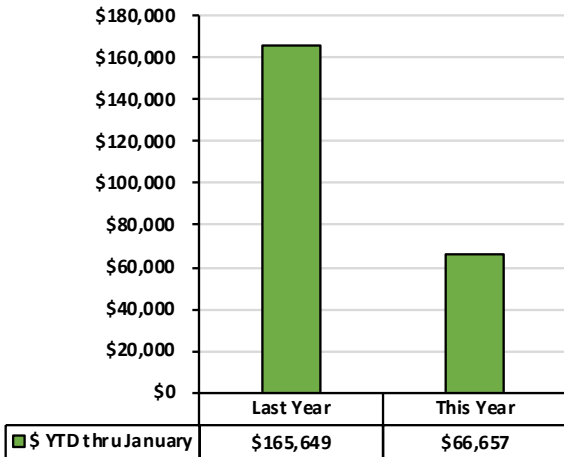
Recreation Fees



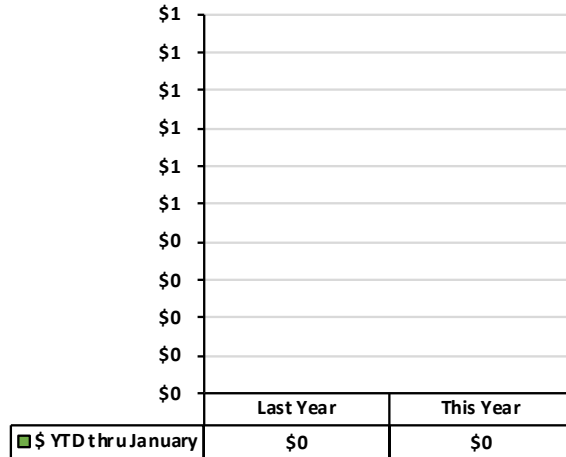
Other Service Charges



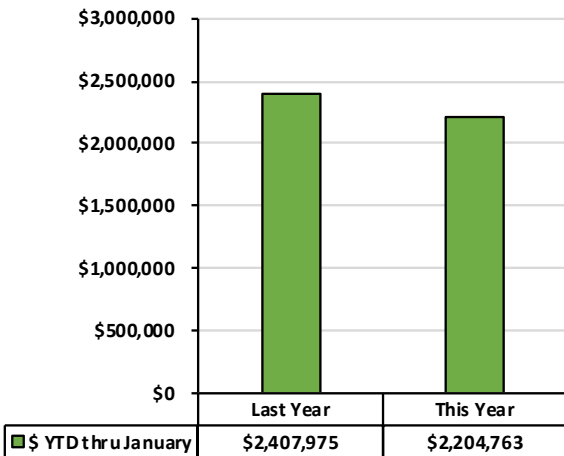
Miscellaneous



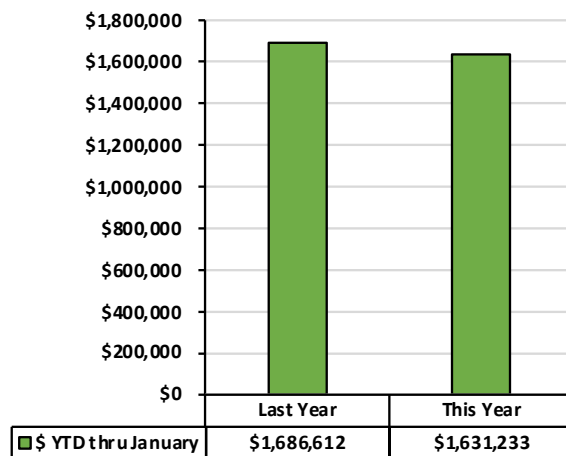
Reimbursements



Sales and Use Tax

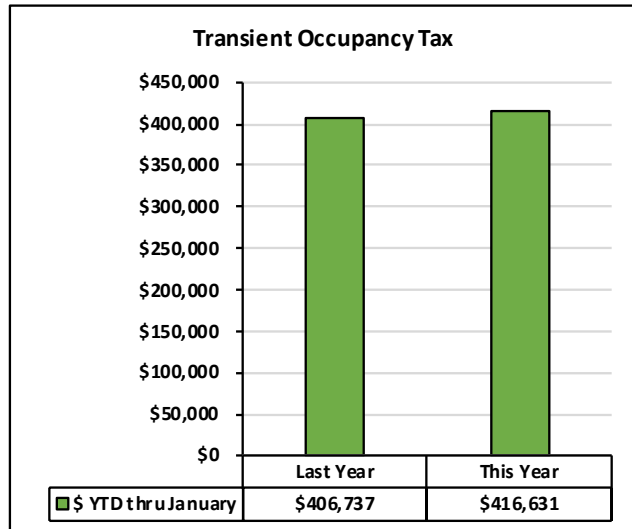
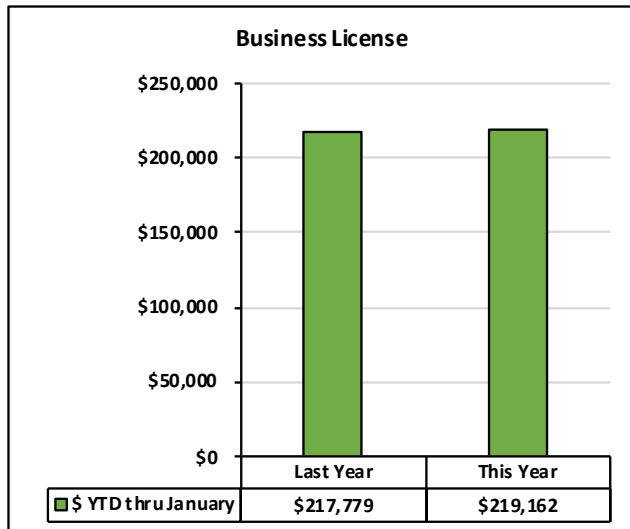
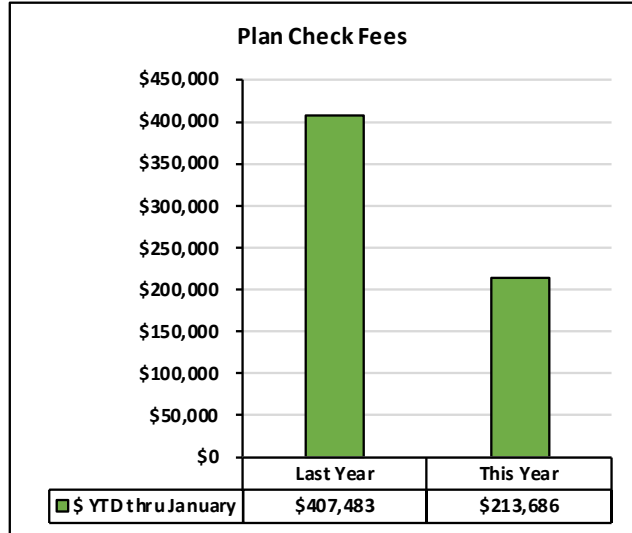
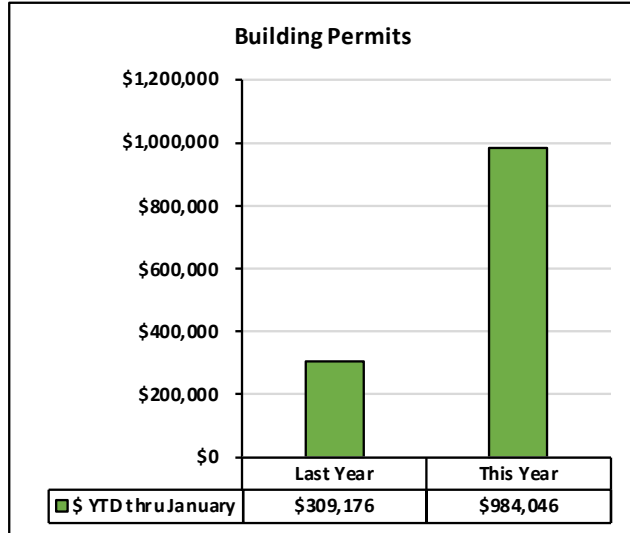
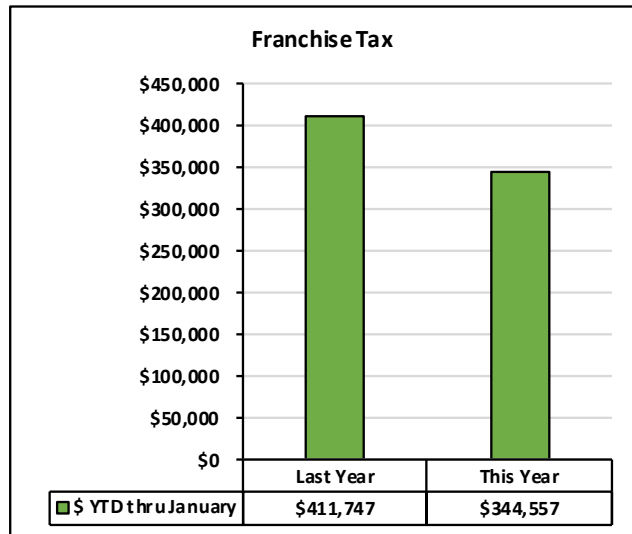
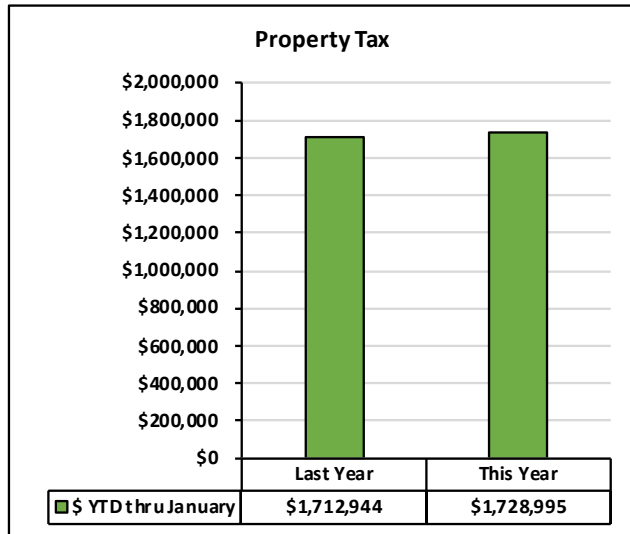


Transactions (New Sales) Tax



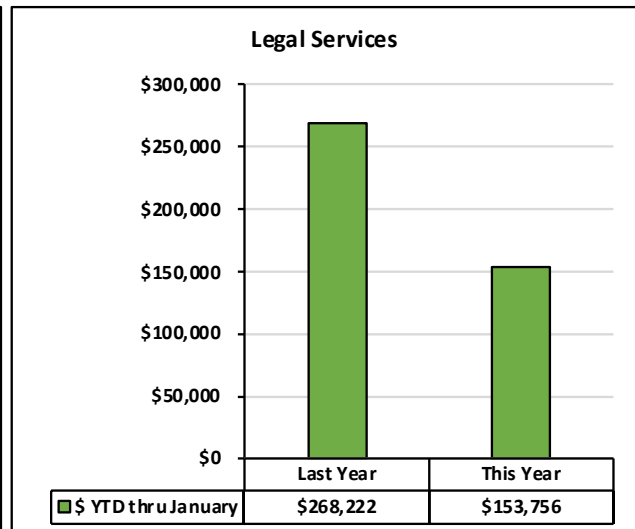
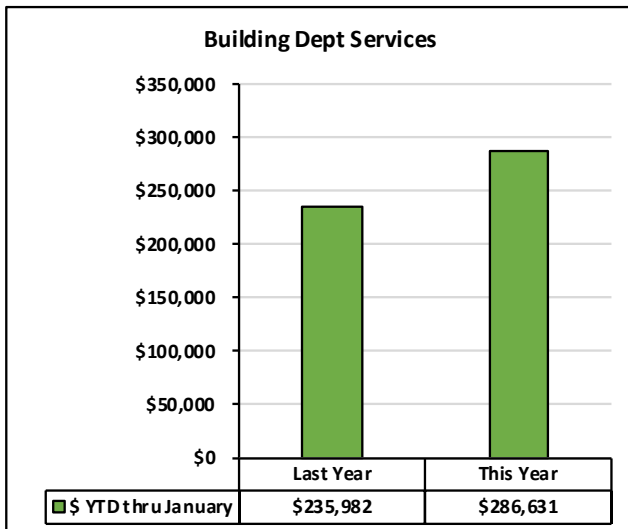
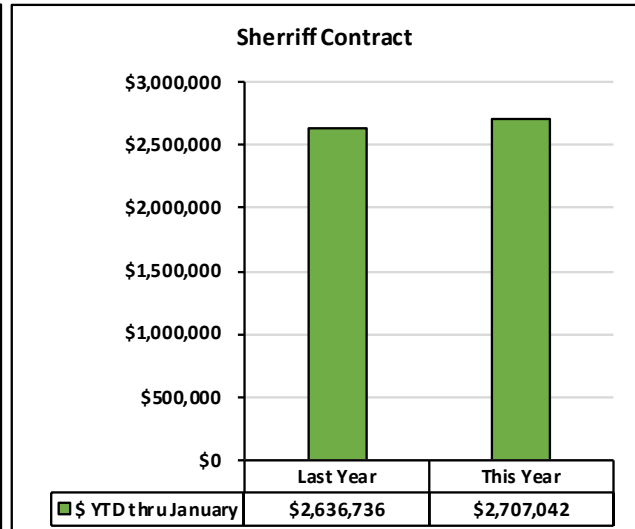
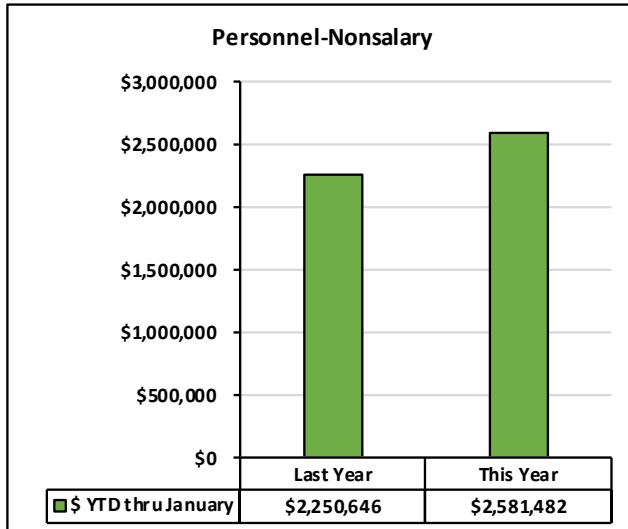
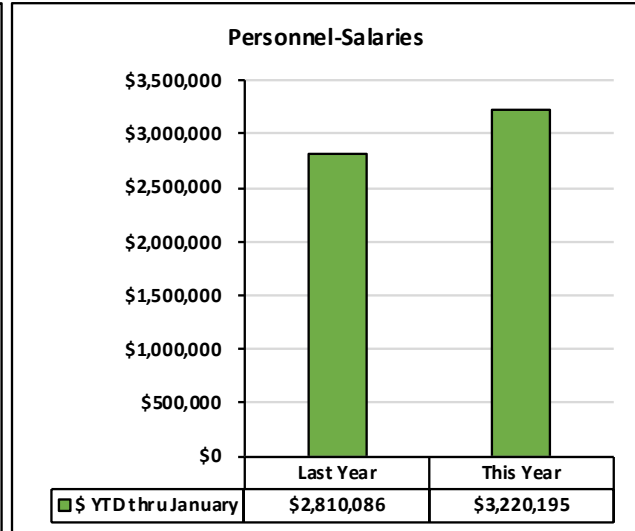
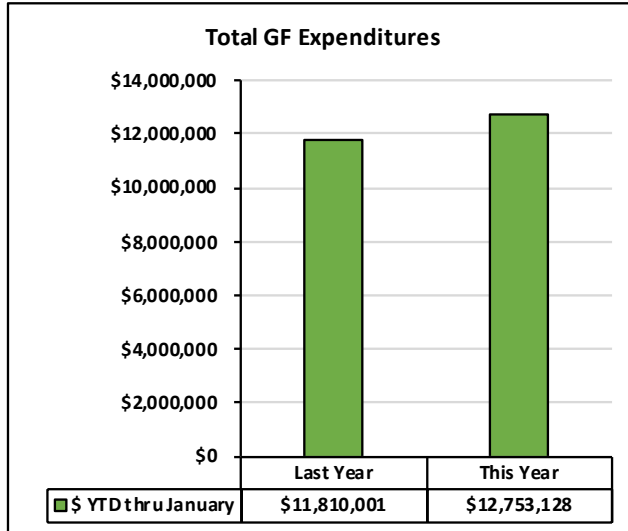
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through January versus Prior Year



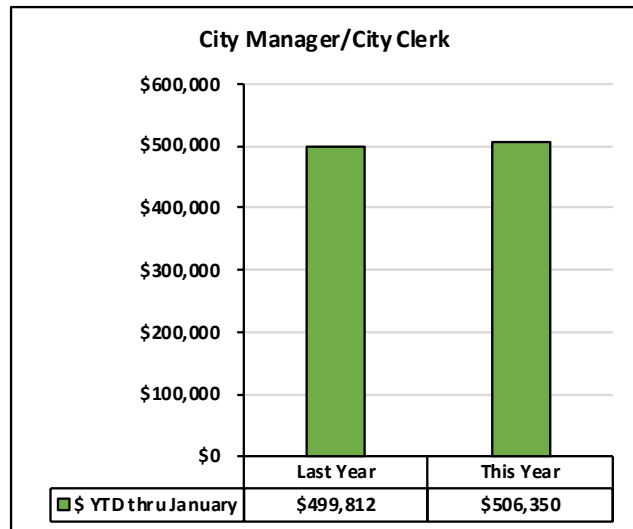
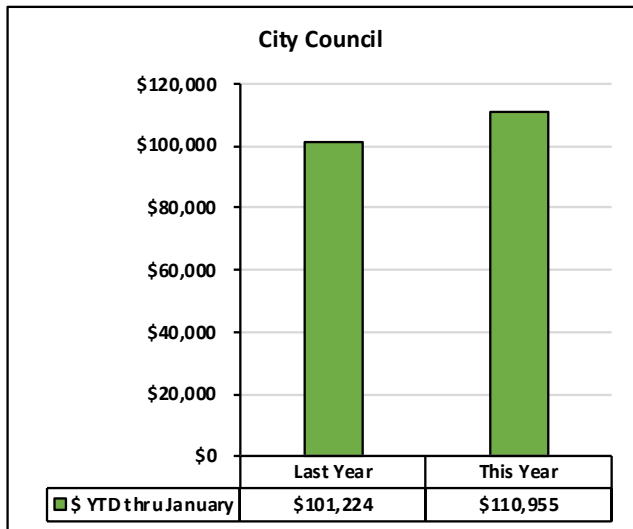
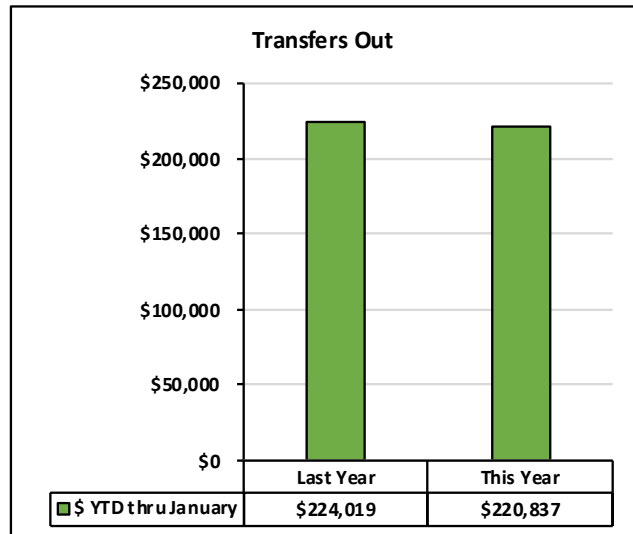
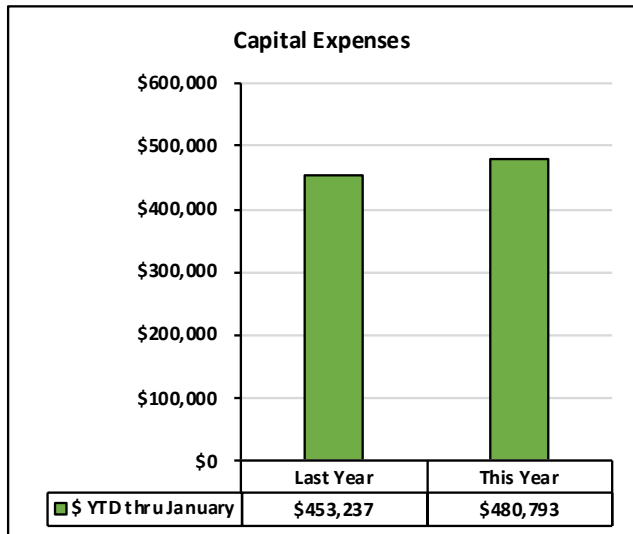
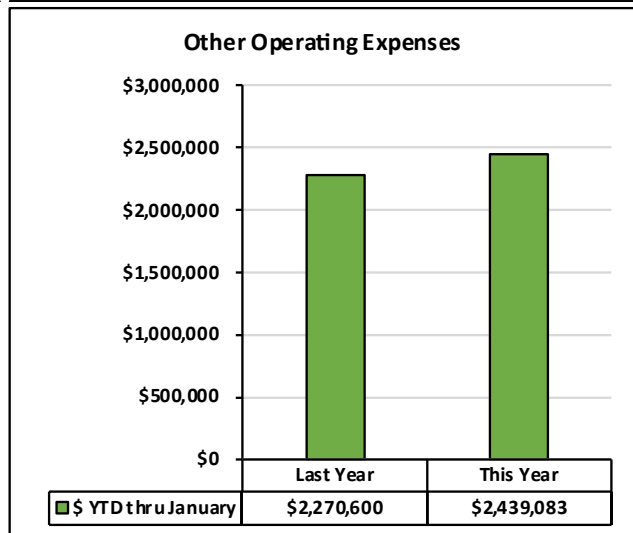
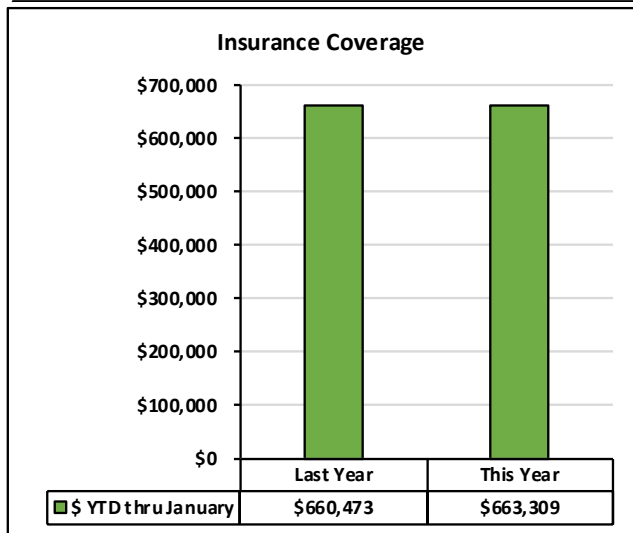
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through January versus Prior Year



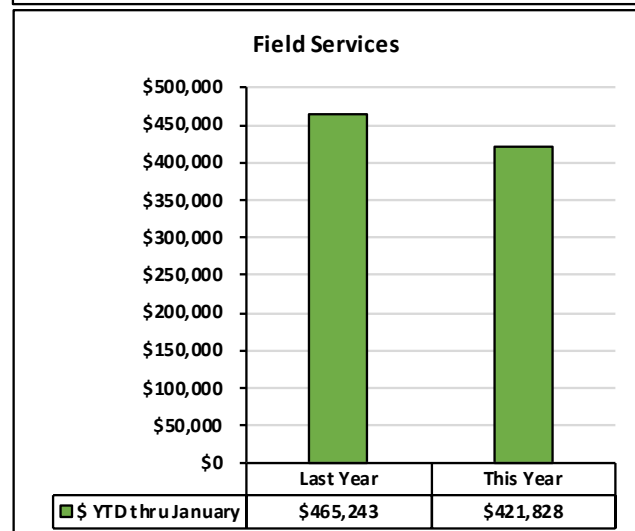
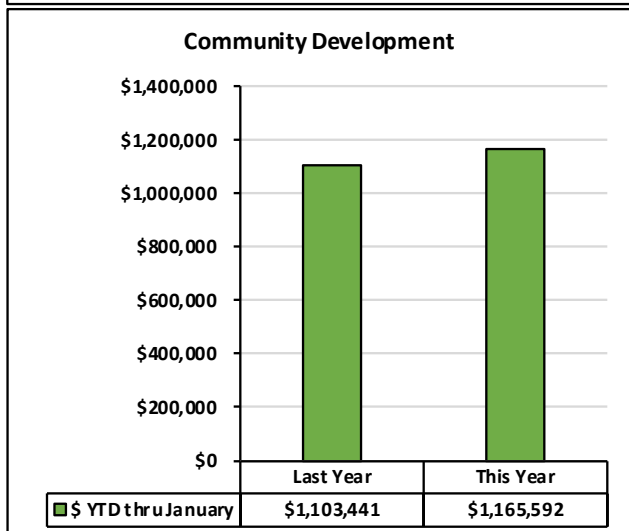
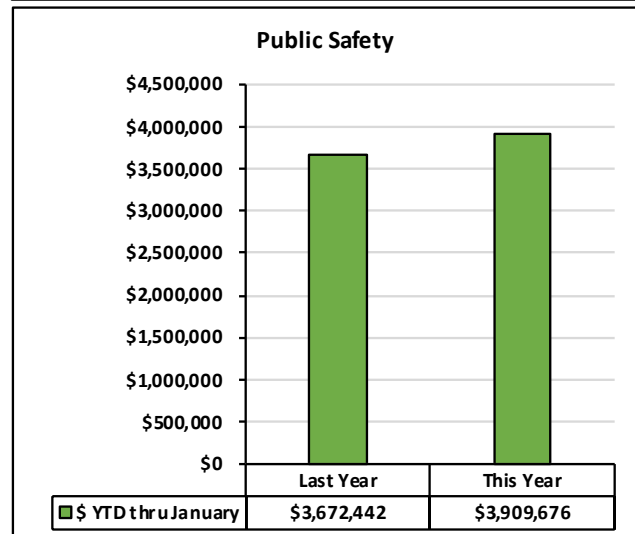
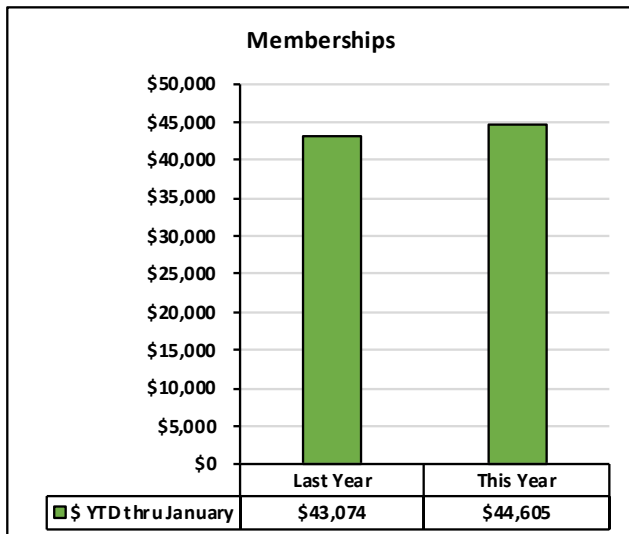
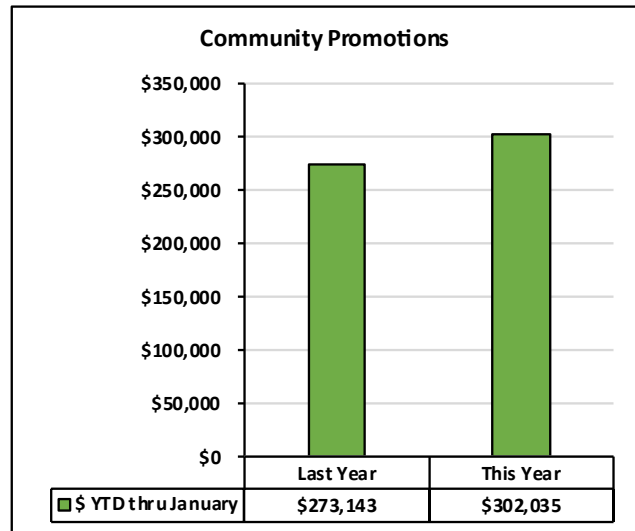
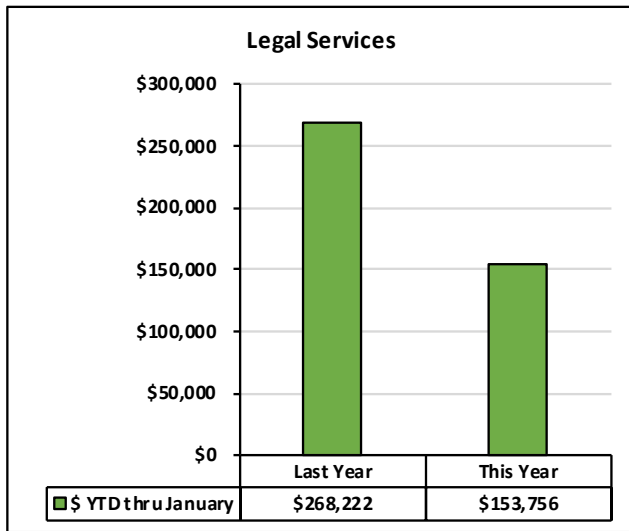
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through January versus Prior Year



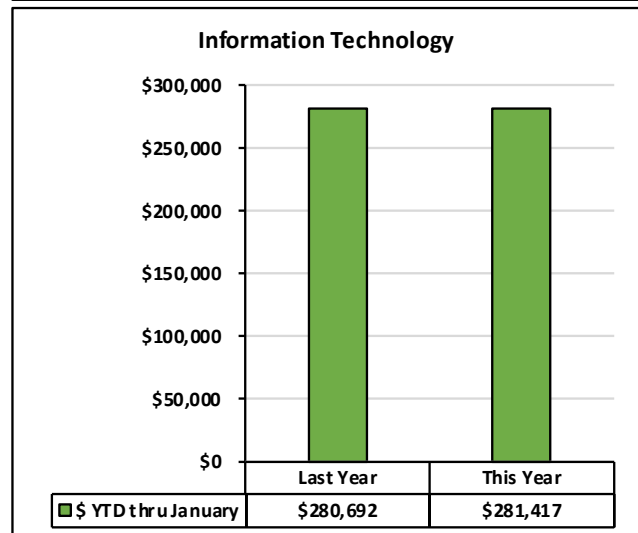
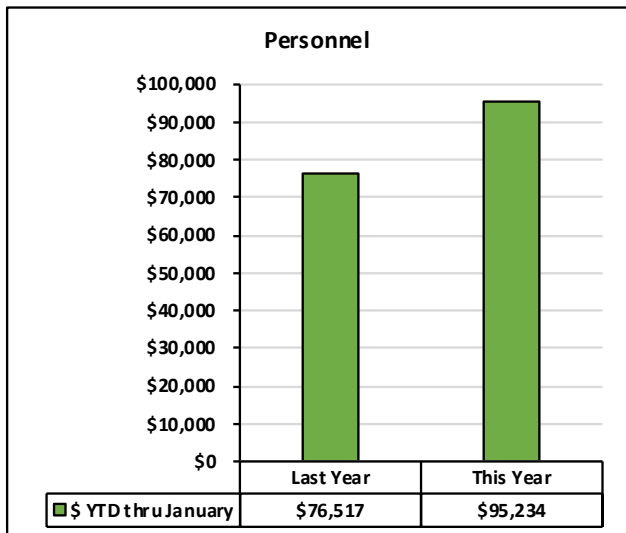
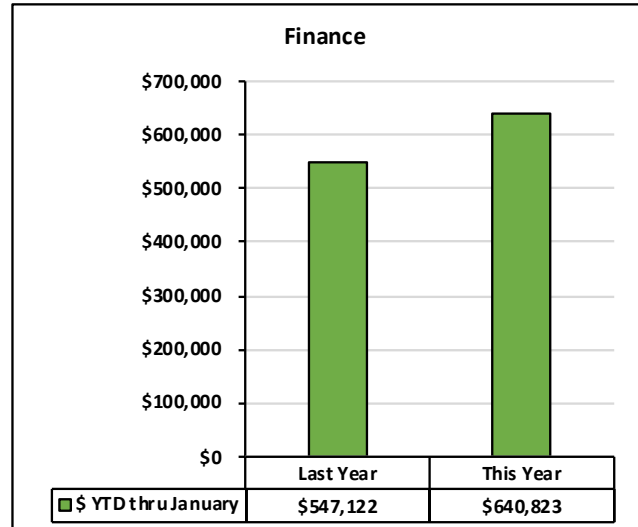
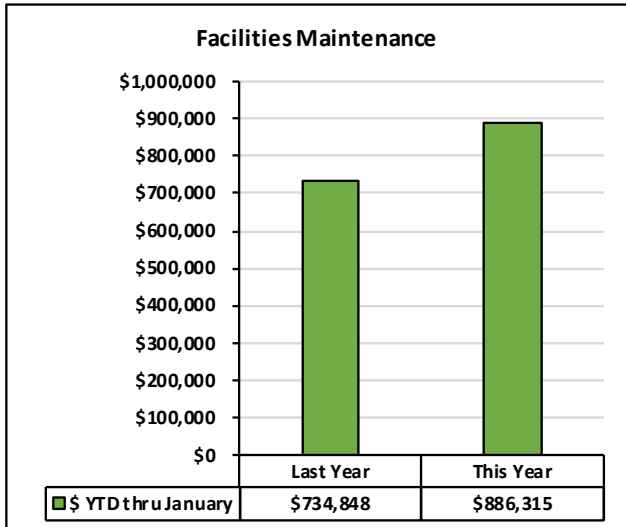
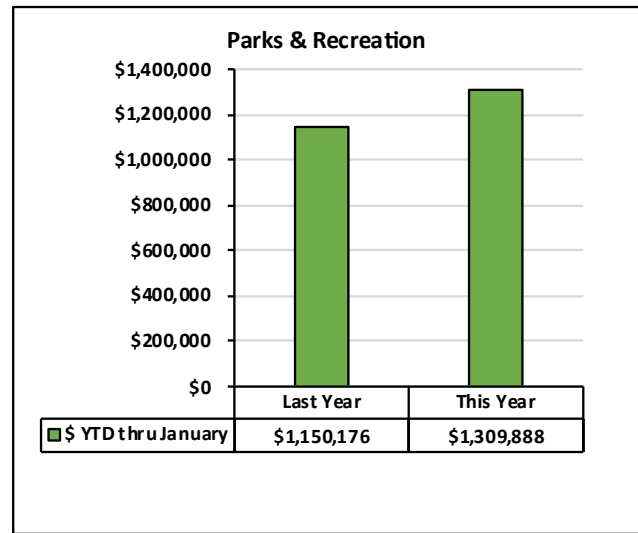
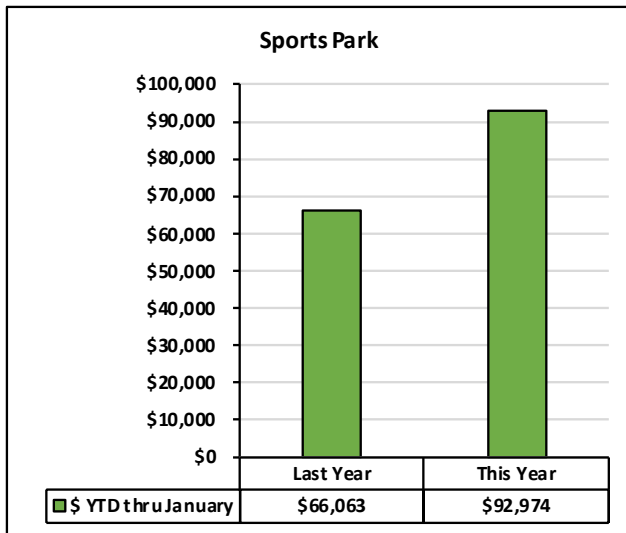
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through January versus Prior Year



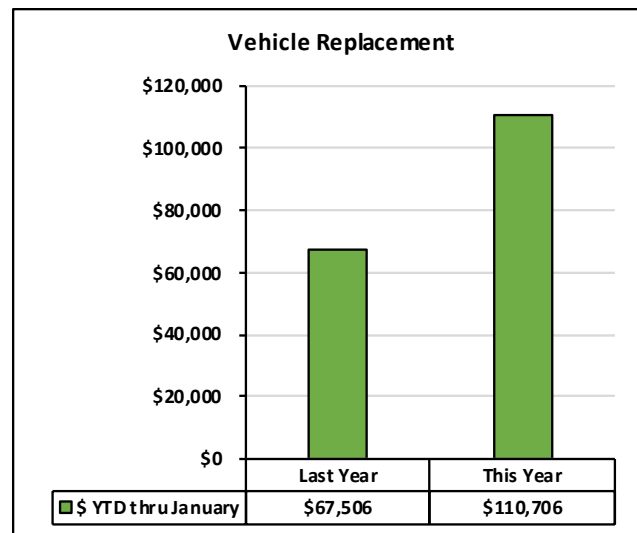
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through January versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division *FY 2024-25 Year-to-Date Through January versus Prior Year*



CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2024-25 Year-to-Date Through January

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	24,640,481	11,297,114	0	12,532,291	220,837	(1,456,014)	23,184,467
220	Gas Tax	2,149,582	420,104	0	205,561	0	214,542	2,364,125
225	SB1/RMRA	842,668	286,087	0	448,835	0	(162,749)	679,919
240	Lghtng & Lndscpng	71,945	518,706	0	866,483	0	(347,777)	(275,832)
260	CDBG	0	3,477	0	111,848	0	(108,371)	(108,371)
270	PAEG	41,268	7,775	0	93,190	0	(85,416)	(44,147)
290	Supp Law Enfrmnt	0	196,390	0	104,160	0	92,230	92,230
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	150,835	18,690	0	21,696	0	(3,005)	147,830
400	Park Development	(18,808)	20,374	0	218,986	0	(198,612)	(217,420)
420	Quimby	68,861	1,505	0	0	0	1,505	70,366
440	Prop A	948,893	374,224	0	215,876	0	158,347	1,107,241
460	Prop C	260,957	299,314	0	173,762	0	125,552	386,508
470	Mea R	652,248	229,306	0	24,300	0	205,006	857,254
475	Mea M	1,081,960	266,420	0	142,533	0	123,887	1,205,847
490	Mea W	342,985	8,057	0	152,754	0	(144,697)	198,288
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	220,837	220,837	0	0	0
610	Inclusionary Hsng	538,092	11,759	0	0	0	11,759	549,851
620	Community Impr	811,851	6,908	0	364,855	0	(357,946)	453,905
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,053,300	44,054	0	17,975	0	26,079	2,079,379
681	Fmr RDA L/M Hsg	4,100,079	70,684	0	10,225	0	60,459	4,160,538
Total - All Funds		38,737,195	14,080,947	220,837	15,926,167	220,837	(1,845,220)	36,891,975



PUBLIC SAFETY STATUS REPORT March 2025



PROJECT/PROGRAM	STATUS
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	Year to date, Part 1 crimes have seen an impressive 25.3% decrease compared to the same period last year, marking a significant improvement in community safety. The most notable reductions have been in Robberies and Burglaries, reflecting the effectiveness of targeted enforcement efforts and proactive crime prevention strategies. This substantial decline highlights the success of enhanced patrol operations, strategic crime prevention initiatives, and strong community engagement. Programs like Business Watch, increased visibility of law enforcement, and resident participation in Neighborhood Watch have all played a role in deterring crime. The collaborative efforts between law enforcement, local businesses, and the community continue to strengthen safety across Duarte, reinforcing that when we work together, we see real results.
2. Special Assignment Team	The City's Automatic License Plate Reading Camera System (ALPRS), also known as Flock, is well underway, with 11 of the 13 cameras already installed. Since going live, the system has already proven to be a valuable crime-fighting tool, leading to an arrest and the recovery of a stolen vehicle. Additionally, the cameras have been instrumental in solving crimes, including a recent vandalism case where multiple tagging's were linked to a suspect and their vehicle. This highlights how technology-driven policing enhances investigative capabilities and helps keep our community safer by quickly identifying and tracking criminal activity. The Special Assignment Team recently investigated a local robbery and, through follow-up efforts, located one suspect in the riverbed. Additionally, during the investigation, a second suspect was arrested for possession of a controlled substance. These efforts underscore the team's proactive approach in addressing crime and ensuring public safety. Additionally, during this reporting period, the Special Assignment Team conducted multiple probation and parole inspections as part of targeted enforcement operations. These efforts resulted in seven compliance checks and two arrests; one for an ex-felon in possession of ammunition and another for possession of narcotics. These proactive operations play a crucial role in ensuring compliance, reducing recidivism, and enhancing community safety.

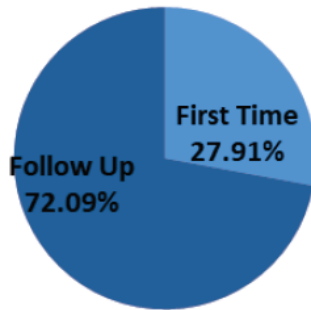
PROJECT/PROGRAM	STATUS
	Looking ahead, Traffic Enforcement efforts will be conducted around schools this month, with a focus on distracted driving and failure to yield to pedestrians in marked crosswalks. These operations aim to enhance student and pedestrian safety while reinforcing the importance of responsible driving in school zones.
3. Neighborhood Watch	MILO (Multiple Interactive Learning Objectives) Training was held on February 5, 2025, for community leaders, commissioners, City Council members, and City staff. This interactive training provided participants with firsthand experience of law enforcement decision-making, placing them in the role of a responding officer during realistic, high-pressure scenarios. Through advanced simulation technology, attendees engaged in real-world scenarios involving individuals experiencing mental health crises, requiring them to assess situations, make split-second decisions, and apply de-escalation techniques. This immersive approach helped participants better understand the challenges officers face and the importance of compassionate crisis intervention. The training was a tremendous success, offering valuable insights into law enforcement response and mental health awareness. Participants walked away with a deeper appreciation for the complexities of crisis situations and a greater understanding of how law enforcement balances public safety with the need for effective mental health interventions. We're excited to invite the community to our upcoming Chips & Salsa with a Deputy event on Wednesday, March 19, from 4-6 PM at Cabrera's Mexican Cuisine, 1856 Huntington Dr., Duarte, CA. This is a fantastic opportunity for residents to meet and connect with local law enforcement in a casual, friendly setting. Enjoy free chips and salsa while discussing community concerns, asking questions, or simply getting to know the deputies who serve Duarte.
4. Animal Control	The City of Duarte currently contracts with the San Gabriel Valley Humane Society (SGVHS) for animal services. Recently, we were informed that SGVHS will be merging with the Inland Valley Humane Society (IVHS), based in Pomona, California. This merger will allow SGVHS to expand its animal welfare programs more quickly for Duarte residents and enhance support for the greater San Gabriel Valley communities. The SGVHS Board of Directors carefully evaluated both short- and long-term goals, including ongoing facility renovation projects, and determined that joining forces with IVHS is the

PROJECT/PROGRAM	STATUS
	most efficient and cost-effective way to secure the necessary resources to meet these objectives. The merger will take effect on July 1, 2025, bringing expanded services, improved resources, and a stronger network for animal welfare across the region.
MEASURE H and OUTREACH COORDINATION	
1. Outreach Coordinator	Outreach Coordinator Tony Hadloc has been serving in his role since August 2018. His unofficial homeless count for the month stands at nine individuals, based on three or more contacts within a two-week period. Individuals are removed from the list after six weeks of no contact. Over the past month, Tony has conducted 133 interactions with individuals experiencing homelessness, providing essential services and information on Duarte regulations. With the recent Code Enforcement vacancy, the department is working to fill the position as soon as possible. This role is critical in addressing nuisance situations involving the unhoused, particularly those who refuse services, ensuring compliance with city regulations while balancing enforcement and outreach efforts. Thanks to Senator Rubio’s grant funding, our tri-city partnership (Azusa, Irwindale, Army Corps, and Duarte) continues to address critical issues in the riverbed areas. Operations focus on clearing encampments, providing services to the unhoused, and conducting environmental cleanups. The Duarte team, including Outreach, Code Enforcement, Special Assignment Deputies, and LACADA, actively engages in these efforts to ensure compliance and enhance public safety. A coordinated effort is planned for March and April, with an increased presence expected south of Huntington Drive and near the City of Hope campus. Residents may notice a temporary uptick in unhoused activity during these operations as services and resources are provided. These efforts will continue in the coming months to effectively address this ongoing priority.
2. L.A. CADA	The L.A. CADA High Acuity Team, which focuses on assisting individuals who have been experiencing homelessness for over a year, began its operations in the City of Duarte on August 2, 2022. The L.A. CADA Supplemental Team, dedicated to helping those who are newly homeless or at risk of homelessness, started their work in the city on September 22, 2022. In September 2024, these two teams merged, resulting in significant changes to their operations. Previously, each team

PROJECT/PROGRAM	STATUS
	served Duarte one day per week, providing coverage for a total of two days a week. However, with the merger, they can now respond to referrals from the city and conduct active patrols up to five days a week. As a result, reporting will now only come from the Supplemental Team. During this reporting period, the Supplemental Team engaged with 43 individuals, 12 of whom were first-time encounters and 31 follow-ups, and 1 individual(s) who refused supportive services. The primary areas with the highest number of encounters were identified as Dollar Tree/Huntington Drive and Buena Vista/ Duarte Road.
3. Pathway Home	Individuals on Duarte’s housing list continue to make progress toward securing stable housing. Currently there are 18 individuals actively being tracked; 8 females and 10 males. - 3 individuals have been successfully placed into more permanent housing. - 4 individuals have housing vouchers in hand and are actively searching for placements. - 5 individuals have pending housing vouchers and are awaiting approval. - 2 individuals remain in the housing navigation phase, working toward placement. - 3 new residents have been added to the housing as of February 12, 2025. - 1 individual(s) self -exited from the program. As housing vacancies become available, Pathway continues to move down Duarte’s list to connect individuals with available units, ensuring that those in need receive the necessary support. The city remains committed to working with housing partners to facilitate stable placements and provide essential resources for long-term housing stability.
4. 2024 LAHSA Official Homeless Count	Duarte – 20 (26 in 2023) Monrovia – 50 Azusa – 103 Irwindale – 298 Baldwin Park – 212

PROJECT/PROGRAM	STATUS
EMERGENCY PREPAREDNESS	
1. Emergency Operations Center (EOC)	On January 14, 2025, the Duarte City Council declared a local emergency through Resolution No. 25-02, following extreme weather events forecasted by a National Weather Service PDS Red Flag Warning issued on January 6, 2025. The weather caused widespread power outages, downed trees, obstructed roadways, and evacuation warnings for households in Duarte due to the Eaton Fire. With a Presidential Major Disaster Declaration in place, the City is actively coordinating with CAL OES, County OEM, and FEMA to secure critical state and federal assistance for disaster response and recovery. The resolution provides access to vital resources and funding to address the impacts on public safety, infrastructure, and the local economy. In collaboration with City of Hope staff, the City of Duarte is preparing for a tabletop exercise to simulate an active shooter scenario on the hospital campus. This exercise is designed to enhance the readiness of both City of Hope personnel and the City of Duarte's emergency response team. By coordinating with Sheriff's personnel, fire services, and local first responders, the exercise will strengthen inter-agency communication, refine emergency protocols, and improve the overall safety and security of the community. These efforts ensure that Duarte is well-prepared to handle critical incidents while fostering a safer environment for City of Hope staff, patients, and the broader community. The first planning meeting took place March 17th, 2025.





STATS OVER THE PAST MONTH

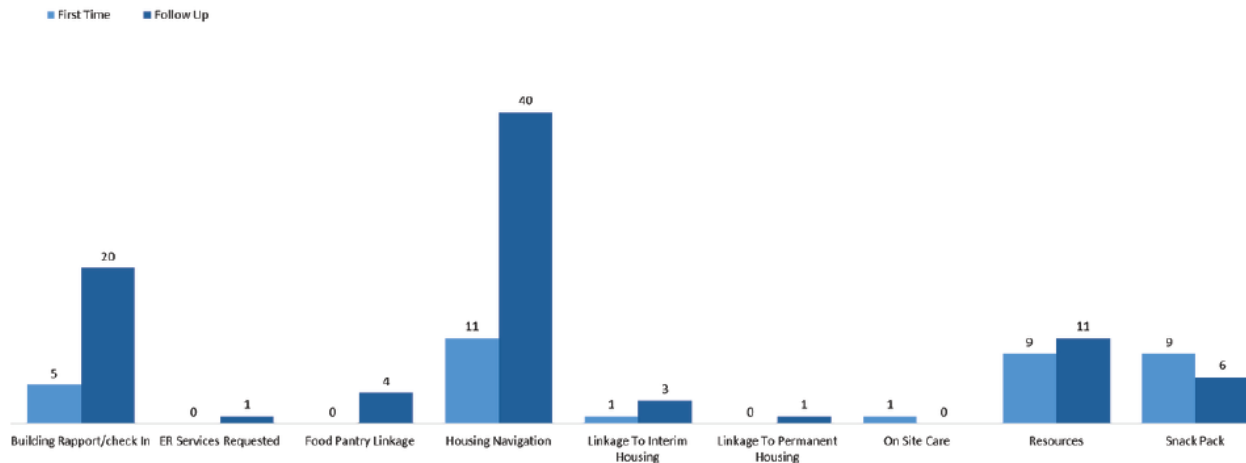
According to our data collected on 2/01/2025 to 2/28/2025, we made **43 engagements of which 12 were first time engagements, 31 follow up engagements with 1 engagement refusing supportive services.**

HIGHLIGHTS

- Team linked 4 individuals to food pantry services at Shepherd's Pantry.
- Team linked 4 individuals to interim housing at Soul Housing (1) and Pathway Home (3).
- Team linked 1 individual to permanent housing at an apartment.

FUTURE GOALS

- Focus outreach efforts with individuals that are proactively working towards their housing plans.
- Continue to prioritize HMIS enrollment and data entry.



Locations with the highest amount of encounters this month:

**DOLLAR TREE/
HUNTINGTON DR**

**BUENA VISTA RD/
DUARTE RD**

MEET LAW ENFORCEMENT PERSONNEL

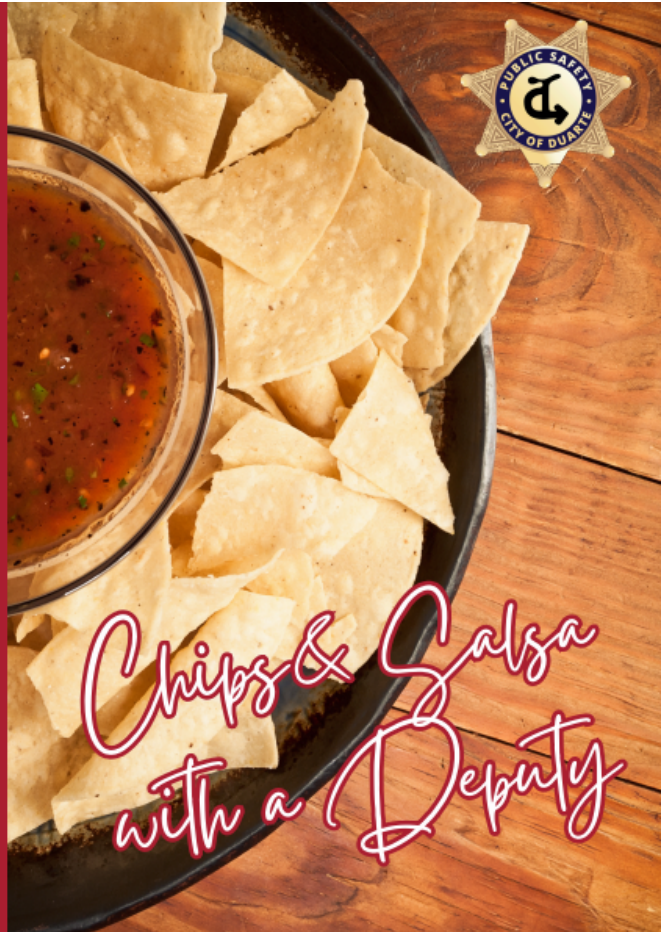
WEDNESDAY,
MARCH 19
4-6 PM



1856 Hungtington Dr.
Duarte, CA 91010

For questions please call
(626) 359-5671 ext. 316

Free Chips & Salsa





AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Production Agreement with Pyro Spectaculars, Inc. for 2025 Independence Day Celebration Fireworks Production

RECOMMENDATION: Staff recommends City Council authorize the City Manager to execute this production agreement with Pyro Spectacular, Inc. in the amount of \$28,500 to produce the fireworks display at the City's Independence Day Celebration & Fireworks Show on July 3, 2025.

FISCAL IMPACT: The cost for Pyro Spectaculars, Inc. services is \$28,500. Funds are available and budgeted for in the Fiscal Year 2024/25, under the General Fund (100-1605-7758).

BACKGROUND

Since 2019, The City has hosted an Independence Day Celebration and Fireworks Show on July 3rd (except for 2020). This free, community-wide special event has consistently offered live music, dancing, food trucks and vendors, a family-friendly play area, community resource booths, and a dazzling fireworks display. Due to the growing attendance and positive feedback from the community each year, the City Council has once again allocated funding for a 2025 Independence Day Celebration and Fireworks Show.

DISCUSSION/ANALYSIS

Since the event's inception, Pyro Spectaculars, Inc. has provided the fireworks production. Their highly skilled on-site pyrotechnics team has continuously demonstrated a strong commitment to safety and has worked seamlessly with the Parks and Recreation Department. Given the construction of the new gymnasium at Duarte High School is in the final phase of completion and near the pyro launching and fallout zone, Pyro Spectaculars, Inc. and our assigned lead pyrotechnics operator will continue to monitor the construction status and landscape of the site and make any necessary adjustments based on their prior technical site experience and conditions.

Pursuant to Municipal Code 2.36.050. (O), staff is recommending that the City Council waive the competitive bidding process for this procurement. As discussed above, Pyro Spectaculars,

Inc.'s unique qualifications, technical site knowledge, and familiarity with our event venue space has demonstrated their ability to provide the City with high-quality fireworks displays while maintaining an excellent safety track record.

This year's production agreement includes a full-service program for our Independence Day Celebration; including music production and choreography, a licensed pyrotechnic operator and specialized crew, electronic firing system, suitable insurance coverage, and related fireworks permits. The eighteen-minute fireworks display would start at 9 PM and launch from Duarte Sports Park, lower baseball fields. Event attendees would again convene on the upper baseball fields of the park to view the fireworks show.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute this production agreement with Pyro Spectacular, Inc. in the amount of \$28,500 to produce the fireworks display at the City's Independence Day Celebration & Fireworks Show on July 3, 2025.

FISCAL IMPACT

The cost for Pyro Spectaculars, Inc. services is \$28,500. Funds are available and budgeted for in the Fiscal Year 2024/25, under the General Fund (100-1605-7758).

ATTACHMENTS

- A. 2025 Pyro Spectaculars, Inc. Production Agreement

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

PRODUCTION AGREEMENT (Special)

This agreement ("Agreement") is made this _____ day of _____, 2025 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Duarte, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 3, 2025, at approximately 9:00 p.m., at Duarte Sports Park, 1401 Central Avenue, Duarte, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$28,500.00 USD (TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50% of the Production Fee of \$14,250.00 USD (FOURTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$14,250.00, upon the execution of this Agreement by both parties but no later than March 14, 2025. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs"). The balance of the fee shall be paid no later than July 2, 2025. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Los Angeles County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services. Such insurance shall be with carriers of recognized standing which are reasonably acceptable to CLIENT and have an AM Best rating of A- or better to protect CLIENT.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Duarte, 1600 Huntington Dr., Duarte, CA 91010.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Duarte
Program A, Rev. # 3
July 3, 2025
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators, and assigns.

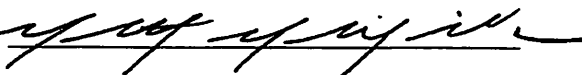
20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through March 27, 2025
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Duarte

By: 

By: _____

Its: Vice President

Its: _____

Date: 1/8/25

Print Name

Date: _____

gc

SHOW PRODUCER: Aaron Beargeon

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Duarte ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 3, 2025, at approximately 9:00 p.m., at Duarte Sports Park, 1401 Central Avenue, Duarte, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
	\$10,000,000.00	Aggregate
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



AGENDA REPORT

MEETING DATE: March 25, 2025
TO: Mayor and Members of the City Council
FROM: Brian Villalobos, City Manager
SUBJECT: Second Reading and Adoption of Ordinance No. 25-01 Amending the Duarte Municipal Code and Adopting by Reference the Los Angeles County Health Code Title 8 and Title 11
RECOMMENDATION: It is recommended that City Council adopt Ordinance No. 25-01.
FISCAL IMPACT: None.

BACKGROUND

This code amendment will adopt by reference Title 8 and Title 11 of the Los Angeles County Health Code, in order for the County to observe and enforce those enacted ordinances. Ordinance No. 25-01 adopts Title 8 and Title 11 of the Los Angeles County Health Code by reference and amends Duarte Municipal Code Sections 6.04.010 and 6.13.010 to reflect the adopted date of this ordinance on March 25, 2025.

At its meeting on March 11, 2025, the City Council conducted a Public Hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 25-01 will go into effect in thirty (30) days.

ATTACHMENT

- A. Ordinance No. 25-01 Adopting by Reference the Los Angeles County Health Code Title 8 and Title 11

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

ORDINANCE NO. 25-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE DUARTE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY HEALTH CODE TITLE 8 AND TITLE 11 PURSUANT TO THE REQUIRED OF THE DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH SERVICES CONTRACT WITH THE COUNTY OF LOS ANGELES

WHEREAS, the City of Duarte (“City”) desires to continue to contract with the County of Los Angeles (“County”) for the performance of public health services by the County’s Department of Public Health, for the County’s Health Officer to act as the City’s Health Officer, and for the County’s Department of Public Health to serve as the City’s Environmental Health Department; and

WHEREAS, the County agrees to continue performing such services on the terms and conditions set forth in the Department of Public Health Public Health Services Contract No. PH-005612 (“Contract”); and

WHEREAS, the Contract is authorized by California Health and Safety Code Sections 101400 and 101405; and

WHEREAS, to effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law; and

WHEREAS, the County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract; and

WHEREAS, the proposed Public Health Services contract requires the City to adopt by reference Title 8 and Title 11 of the Los Angeles County Health Code, in order for the County to observe and enforce those enacted ordinances.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this Reference.

SECTION 2. The Duarte Municipal Code Sections 6.04.010 is replaced in its entirety to reflect the effective date of the Public Health Services contract as follows:

Section 6.04.010 – Code adopted by reference

The City of Duarte hereby adopts by reference, that certain public health code known and designated as the "Public Health Code of the County of Los Angeles," County Ordinance No. 7583, as amended through and including Ordinance No. 25-01, adopted March 25, 2025. Such code shall be and become the public health code of the city, regulating matters concerning the public health within the city.

SECTION 3. The Duarte Municipal Code Section 6.13.010 is replaced in its entirety to reflect the effective date of the Public Health Services contract as follows:

6.13.010 - County code adopted by reference

Except as herein provided, County of Los Angeles Ordinance No. 2018-0037, known as the Local Agency Management Program (LAMP), as contained in Title 8 (Consumer Protection, Business and Wage Regulations) and Title 11 (Health and Safety) of the Los Angeles County Code is hereby incorporated by reference as adopted by Ordinance No. 25-0, adopted March 25, 2025, and shall regulate conventional and non-conventional onsite wastewater treatment systems (OWTS) within the city of Duarte, including review, siting, permitting and operational requirements for OWTS, and providing for collections of fees associated with the monitoring and enforcement of OWTS.

SECTION 4. The City Council finds and determines that this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment. In addition, the repeal is exempt under CEQA Guidelines section 15321, relating to the enforcement of a law.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 25th day of March 2025.

Cesar A. Garcia
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 25-01 was introduced for first reading on March 11, 2025 and was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of March 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Annette Juarez
City Clerk



AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

SUBJECT: Discussion and Consideration to send a Letter to the Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions

RECOMMENDATION: It is recommended that the City Council Authorize the Mayor to sign a Letter to the Los Angeles County Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions

FISCAL IMPACT: None

BACKGROUND

Public safety remains one of the most important issues in our community. As one of the 44 cities that contract with the Sheriff's Department for police response and patrol services, there is a concern that the Sheriff's Department no longer has sufficient staffing to properly secure our neighborhoods.

At the LA County Board of Supervisors hearing on February 21st, Sheriff Luna indicated that the Department has more than 1,400 vacant deputy positions. He said deputies "are doing 100% of the work, with only 76% of the personnel."

DISCUSSION/ANALYSIS

The physical and mental fatigue that our deputy sheriffs are experiencing due to excessive overtime demands has been documented. Many of them work nearly 100 hours of overtime every month. This could lead to the possibility that the next staffing crisis will be the loss of deputy personnel to other agencies that offer a better-balanced workload, where overtime is not a constant mandate but a choice.

Additionally, Los Angeles County will soon be in the global spotlight, hosting the Olympics and World Cup. We don't want to send a message to the world that our communities are not safe due

to insufficient deputy positions. These events should be an opportunity to highlight our cities and county's strengths, placing them as premier tourist destinations.

Based on the above, the City of Duarte should consider urging the Los Angeles County Board of Supervisors to recognize the staffing crisis at the Los Angeles County Sheriff's Department and to take immediate steps to reduce the number of vacancies and support retention efforts for deputy sheriff positions.

RECOMMENDATION

It is recommended that the City Council Authorize the Mayor to sign a Letter to the Los Angeles County Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions.

FISCAL IMPACT

None.

ATTACHMENTS

A. Draft Letter to the Board of Supervisors to take immediate steps that will reduce the number of vacancies and support retention efforts for Los Angeles County Deputy Sheriff Positions

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

Honorable Katherine Barger
Los Angeles County Supervisor
Los Angeles County Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisor Barger,

Public safety remains one of the most important issues in our community. As one of the 44 cities that contract with the Sheriff's Department for police response and patrol services, we are concerned that the Sheriff's Department no longer has sufficient staffing to properly secure our neighborhoods.

At the LA County Board of Supervisors hearing on February 21st, Sheriff Luna indicated that the Department has more than 1,400 vacant deputy positions. He said deputies "are doing 100% of the work, with only 76% of the personnel."

We know that our local Sheriff's station's leadership is doing their best with the number of deputies they have available, but our requests for more deputies and less dependency on overtime hours have not been granted.

We have seen firsthand the physical and mental fatigue our deputy sheriffs are experiencing due to excessive overtime demands. Many of them work nearly 100 hours of overtime every month. We fear the next greater crisis will be the loss of deputy personnel to other agencies that offer a better-balanced workload, where overtime is not a constant mandate but a choice.

Our County will soon be in the global spotlight, hosting the Olympics and World Cup. We don't want to send a message to the world that our communities are not safe due to insufficient deputy positions. These events should be an opportunity to highlight our cities and county's strengths, placing them as premier tourist destinations. With the conditions as they are, we are not confident that our community has the number of deputy sheriffs available to keep us and our visitors safe.

We urge you to match the sentiments of our Sheriff and call this what it is, **a staffing crisis at the Los Angeles County Sheriff's Department. Please take immediate steps that will reduce the number of vacancies and support retention efforts for deputy sheriff positions.**

The Duarte City Council is depending on you to act immediately on this issue and report your progress so that we can assure our residents and businesses that the Sheriff's Department's staffing crisis is on its way to resolution.

Sincerely,

Mayor Cesar Garcia



AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Establishment of Underground Utility District No. 11

RECOMMENDATION: It is recommended that the City Council adopt Resolution 25-07 to establish Underground Utility District No. 11

FISCAL IMPACT: Establishing the undergrounding district creates no immediate fiscal impact. The estimated cost for the undergrounding project is up to approximately \$1,250,000, that would be funded by Rule 20A credits and available undergrounding development fees

BACKGROUND

In August 2024, the City Council directed Staff to move forward with efforts to underground utilities on Huntington Drive to maximize the commitment by Los Angeles Public Works (LACPW) to assist with an undergrounding project in the City of Duarte with up to \$1,000,000 of Southern California Edison (SCE) Rule 20A credits. The City is required to establish an underground utility district by resolution adoption to proceed with the necessary steps to be eligible for SCE Rule 20A funds.

Proposed Underground Utility District No. 11 (UUD No. 11) would include the undergrounding of overhead utility facilities along the north side of Huntington Dr. from approximately 220 feet west of the intersection with Bradbourne Avenue to Mount Olive Drive, and along Bradbourne Avenue from Huntington Drive to 200-feet north of Huntington Drive. Undergrounding this portion of Huntington Dr. would make a 1.5-mile-long section of the entire corridor free of overhead wires within the 2.4-mile-long corridor.

Undergrounding utilities offers significant benefits to a community. For example, improved reliability, reduced maintenance needs, reduced risk of downed powerlines or sparks from vegetation contacting overhead lines and aesthetic improvements.

The estimated cost for the undergrounding project is up to approximately \$1,250,000 where Los Angeles County Public Works would support the project with \$1,000,000 of Rule 20A credits. The remaining budget need of \$250,000 would be fulfilled by undergrounding fees that have been collected for the BP Pulse (2107 Huntington Dr.) Project and other Rule 20A credits available to

the City. The City Council will have the opportunity to take action and designate the matching City funds when the final design cost estimate is complete.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 25-07 to establish Underground Utility District No. 11.

FISCAL IMPACT

Establishing the undergrounding district creates no immediate fiscal impact. The estimated cost for the undergrounding project is up to approximately \$1,250,000, that would be funded by Rule 20A credits and available undergrounding development fees

ATTACHMENTS

Attachment A: Resolution 25-07

Attachment B: Location Map

Attachment C: Engineer's Report

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

RESOLUTION NO. 25-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 11

WHEREAS, by Resolution No. 25-05 a public hearing was called for March 25, 2025, at the hour of 7:00 PM in the Council Chambers in the City Hall, Duarte, California, to ascertain whether the public necessity, health, safety, or welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service as more fully explained on the attached Exhibit "A" Legal Description; and

WHEREAS, notice of such hearing has been given to all affected property owners as shown on the last equalized assessment roll and utilities concerned in the manner and for the time required by law; and

WHEREAS, such hearing has been and regularly held, and all persons interested have been given an opportunity to be heard,

NOW, THEREFORE, IT IS RESOLVED that the City Council of the City of Duarte does hereby find and determines that the public necessity, health, safety, or welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service in the area fronting north side of Huntington Drive between 2059 Huntington Drive and 2187 Huntington Drive, and more fully explained on Legal Description entitled Exhibit "A" Legal Description;

RESOLVE, DETERMINE AND ORDER, and they are authorized as follows:

- a) Any municipal facilities or equipment installed under the supervision and to the satisfaction of the City Engineer.
- b) Poles, or electroliers used exclusively for street lighting.
- c) Overhead wires (exclusive of supporting structures) crossing any portion of a District within which overhead wires have been prohibited, or connecting to buildings in the perimeter of a District, when such wires originate in an area from which poles, overhead wires and associated overhead structures are not prohibited.
- d) Antennae, associated equipment and supportive structures, used by a utility for furnishing communication services.
- e) Equipment appurtenant to underground facilities, such as surface mounted transformers, pedestal mounted terminal boxes and meter cabinets, and concealed ducts.
- f) Temporary poles, overhead wires and associated overhead structures used or to be used in conjunction with construction projects.
- g) Existing overhead wires attached to the exterior surface of a building by means of a bracket or other fixture and extending from one location on the building to another location on the same building or to an adjacent building or an existing sign without crossing any public street.

RESOLVED, FURTHER, that it is expected that all poles, overhead wires and associated overhead structures shall be removed and underground installations made in said Underground Utility District within the following times:

- a) Begin design by June 30, 2025.
- b) Underground substructure installation completed by March 25, 2028
- c) Underground utility cutover date not later than March 25, 2028
- d) Property owners must be ready to accept underground utility service no later than March 25, 2028.
- e) Removal of all poles, overhead wires and other associated overhead structures no later than March 25, 2028.

All utility companies operating within the Underground Utility District No. 11 as shown on the attached legal description (Exhibits "A") are hereby instructed and directed to carry out the terms of this Resolution.

RESOLVED, FURTHER, that the City Clerk within ten (10) days after the adoption of this resolution, shall mail a copy hereof to the affected property owners as such that are shown on the last equilized roll and to the affected utilities.

PASSED, APPROVED AND ADOPTED this 25th day of March 2025.

Cesar A. Garcia, Mayor

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

I, _____, 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. 25-07 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of March, 2025, by the following vote:

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

City of Duarte, California

Exhibit "A"

Legal Description

Huntington Drive

That portion of Huntington Drive, in the City of Duarte, County of Los Angeles, State of California, 100 feet in width, 50 feet lying on each side of the following described centerline:

Beginning at the intersection of the centerline of Huntington Drive with the southerly projection of the westerly line of Lot 1 Tract No. 42424 as recorded in Map Book 1015, pages 85 and 86, O.R. of said County; thence north $89^{\circ}41'30''$ east, a distance of 215.70 feet along the centerline of Huntington Drive to the intersection with the centerline of Bradbourne Avenue; thence continuing along the centerline of Huntington Drive a distance of 265.56 feet to the intersection with the centerline of Elmherst Avenue, both intersections shown on said Tract No. 42424; thence continuing further along the centerline of Huntington Drive as shown on Tract No. 37293, recorded in Map Book 961 pages 15 and 16, north $89^{\circ}36'40''$ east, a distance of 1,061.25 feet to the intersection with the easterly line of Lot 13, section 29 of Rancho Azusa De Duarte, M.R. 6-80, also the centerline of Mount Olive Drive, last said intersection being the point of termination of the centerline description.

Bradbourne Avenue

That portion of Bradbourne Avenue as shown on Tract No. 42424, recorded in Map Book 1015, pages 85 and 86, in the City of Duarte, County of Los Angeles, State of California, further described as follows:

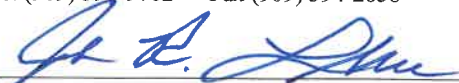
Commencing at the northeasterly corner of Lot 1 of said Tract No. 42424; thence south $4^{\circ}43'11''$ east, a distance of 58.03 feet along the easterly boundary of said Lot 1 to the True Point of Beginning;

Thence continuing south $4^{\circ}43'11''$ east, a distance of 63.81 feet along the easterly boundary of said Lot 1; thence south $0^{\circ}17'01''$ west, a distance of 131.43 feet along the easterly boundary of said Lot 1 to the beginning of a tangent curve, concave to the northwest having a radius of 5.00 feet; thence along said curve a distance of 7.80 feet through an included angle of $89^{\circ}24'29''$ to a point along the southerly boundary of said Lot 1, said point also being the northerly limits of Huntington Drive; thence north $89^{\circ}41'30''$ east, a distance of 48.95 feet along the easterly projection of the southerly boundary of said Lot 1 to a point of intersection of the northerly limits of Huntington Drive with the easterly limits of Bradbourne Avenue, as shown on said Tract No. 42424; thence north $0^{\circ}17'01''$ east, a distance of 137.92 feet along the said easterly limits of Bradbourne Avenue; thence continuing along the said easterly limits of Bradbourne Avenue, north $4^{\circ}43'11''$ west, a distance of 62.03 feet; thence leaving said easterly limits of Bradbourne Avenue, north $89^{\circ}41'30''$ east, a distance of 44.16 feet to a point along the said easterly boundary of said Lot 1, and the True Point of Beginning.

Prepared by:



398 South Lemon Creek Drive, Suite E
Walnut, California 91789
Tel (909) 594-9702 • Fax (909) 594-2658


John R. Leveille, LS 8804

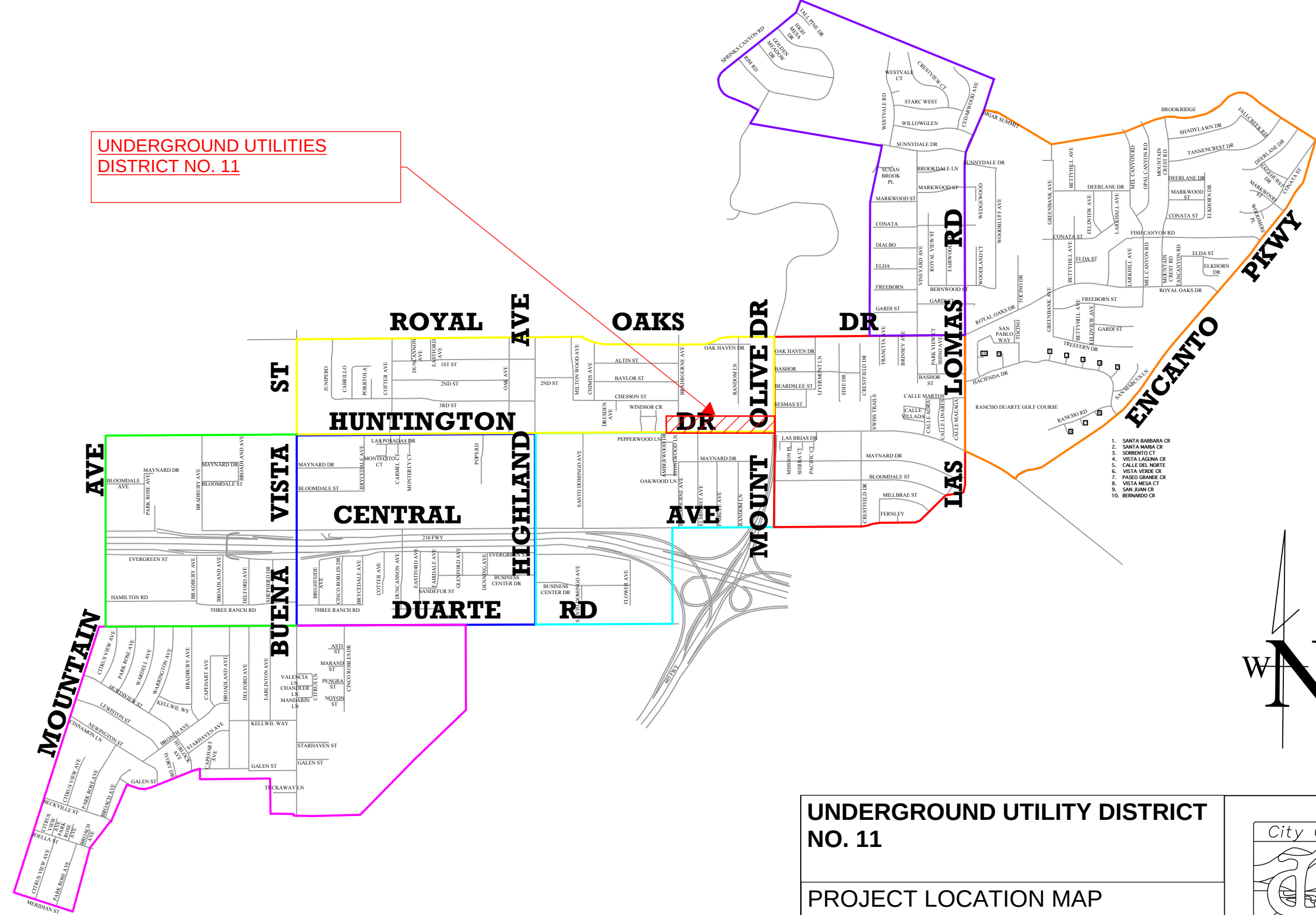
Date

10/28/24



City of Duarte

UNDERGROUND UTILITIES
DISTRICT NO. 11



UNDERGROUND UTILITY DISTRICT NO. 11



**ENGINEER'S REPORT
FOR
UNDERGROUND UTILITY DISTRICT NO. 11
CITY OF DUARTE
LOS ANGELES COUNTY, CALIFORNIA**

Underground Utility District Area

Underground Utility District No. 11 will require the removal and undergrounding of all existing overhead power lines, telephone lines, cable lines, all poles and related overhead utility equipment along Huntington Drive from 220 feet west of the intersection with Bradbourne Avenue to Mount Olive Drive, and along Bradbourne Avenue from Huntington Drive to 200-feet north of Huntington Drive . The limits of Underground Utility District No. 11 are defined by Exhibit "A" attached to this report.

Existing Utilities Required for Conversion

The existing overhead utility poles within District No. 11 limits are owned by Southern California Edison (SCE), but include usage by other utilities including Spectrum, Verizon Frontier Communications and Crown Castle for their overhead facilities serving the area.

SCE will remove their poles within the boundaries of District No. 11 and place their facilities in underground conduits and vaults. Included in the underground improvements will be any and all new vaults and pull boxes required for the utility equipment and to provide access and connections to achieve the intended function of the utility facility. Existing streetlights located on the utility poles will be replaced with free standing marbelite type poles per City Standard as part of the undergrounding project if determined necessary to supplement the existing street lighting by the City Public Works Department.

Frontier Communications and Verizon Wireless have facilities located on existing SCE poles within the District boundaries. Those facilities will be removed from the SCE poles and replaced with underground facilities. Connections to impacted properties will be restored with the proposed work required to complete the undergrounding.

Affected Utility Customers

There are 30 parcels that front the limits of District No. 11. Including nine commercial use parcels, twenty condominium parcels, and one mobile home park comprised of approximately 44 coaches and one club house. The mobile home park fronts the District limits but service to each of the coach units will remain from an aerial feed as internal poles on that site are not included in the undergrounding limits. It is however, anticipated that the proposed facilities to be undergrounded in District 11 may require some underground work to feed at least one of those on site poles that currently is connected via overhead lines.

Additionally, existing overhead poles located to the north of the commercial properties may be identified for modifications by the utility companies to relocate the overhead service points to in lieu of undergrounding the service from the proposed underground facilities that are within District No. 11. In the event that alternative overhead service option is not selected by the facility owners, a total of six properties have been identified requiring conversion of the existing overhead service to underground. In addition to those identified properties requiring conversion.

Estimated Cost

The project is estimated to cost \$1,250,000 in 2024 Dollars for the undergrounding of SCE overhead facilities within the district boundaries. Additional switching gear and related equipment required for the system function in the underground facility configuration have not been identified in the cost estimate, but will be evaluated when design moves forward.

The cost of undergrounding will be paid by the City of Duarte by available Rule 20A funds allocated from the County of Los Angeles and may include contributions from developers or other agencies as part of future development that may occur on district adjoining properties.

Schedule of Completion

The construction schedule for undergrounding of utilities in this district may be divided into phases pending project cost and funding availability as determined in the design process, but the intended work will be planned as one phase assuming adequate funding is identified for the project.

Funding for this first phase of undergrounding is being evaluated and may include but is not limited to Rule 20A funds, development project contributions, and/or City of Duarte funds. The design work for the first phase of undergrounding is anticipated to begin in the first quarter of 2025. Based on projected schedule and initial undergrounding phase, contingent on securing complete funding, work is planned for completion during 2026.

Respectfully Submitted,



Cody A. Howing
City Engineer



AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Angela Chiaromonte, Financial Services Manager

SUBJECT: Award Contract for Professional Auditing Services

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into a Professional Services Agreement with LSL, LLP (“LSL”) for audit services for a three-year period beginning with fiscal year ending June 30, 2025, with an option to renew for an additional two one-year periods.

FISCAL IMPACT: If approved, the annual professional fee would not exceed \$54,880 (including a one-time onboarding fee) for the FY25 report, and \$51,200 for the FY26 and FY27 reports. Audit services was included in the FY25 budget, however a budget amendment of \$4,000 is needed for FY25.

BACKGROUND

For the past seven years, the City has contracted with the firm of Moss, Levy & Hartzheim LLP for its annual independent audit. While there is no mandated rotation of audit firms, there is a requirement that lead audit partners rotate every five years and that other engagement quality reviewers be limited to seven consecutive years. Nonetheless, staff felt it would be prudent to issue a Request for Proposals (RFP) and consider a rotation. In February 2025, RFPs were electronically mailed to eight firms, five of which responded. The review process entailed an analysis of proposal documents and reference checks. Proposals were rated based on four separate criteria, including mandatory elements, technical quality, audit approach and price.

DISCUSSION/ANALYSIS

Staff found that all five of the firms submitting proposals were qualified to do the work. All five had governmental experience, had adequate staff assigned to the project, and good references. One of the factors in distinguishing between firms was cost. The amounts proposed for a five-year contract ranged from \$197,000 to \$319,000. From staff’s perspective, high cost was the primary justification for eliminating two of the proposing firms from further consideration. These two firms were Clifton Larson Allen LLP and Singer Lewak LLP.

Of the remaining three firms, costs were similar, but the proposal that was ranked at the top was LSL. Staff believes LSL’s medium sized firm has the technical qualities, we are most looking for. They offer trainings and seminars to their clients, they developed an audit plan and timeline per

our proposal, and given that they have an engagement partner that is a technical reviewer for GFOA, we feel they will provide the best resources for assisting us in implementing all of the changes in accounting principles.

The scope of audit services includes:

- A financial audit and preparation of the financial statements of the City of Duarte
- Preparation of Annual State Controller's Report and Street Report for the City
- A single Audit of Federal grants to be performed to meet the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133
- An agreed-upon procedures review of the calculation of the City's Appropriation Limit (GANN), as required by Section 1.5 of Article XIII B of the California Constitution
- A management letter containing any comments or recommendations resulting from the firm's review of the systems of internal controls in connection with financial audits
- A report communicating information related to the audit to those in charge of governance at the conclusion of the audits

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into a Professional Services Agreement with LSL, LLP for award the attached contract for audit services for a three-year period beginning with fiscal year ending June 30, 2025, with an option to renew for an additional two one-year periods.

FISCAL IMPACT

If approved, the annual professional fee would not exceed \$54,880 (includes a one-time onboarding fee) for the FY25 report, \$51,200 for the FY26 and FY27 reports. Audit services was included in the FY25 budget, however a budget amendment of \$4,000 would be needed for FY25.

ATTACHMENTS

Attachment A - Professional Services Agreement
Attachment B - LSL Scope of Services

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of March 25, 2025 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and LSL, LLP (“**LSL**”), a California limited liability partnership, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties.**” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide auditing services as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until March 25, 2028 or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall provide services more particularly described in the “**Scope of Services,**” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work.**” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services, and Consultant is experienced in performing the type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law.

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City’s sole and

absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

D. Consultant shall obtain and maintain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State, or local governmental agency having jurisdiction in effect at the time Service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing

the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Assistant City Manager/Director of Administrative Services shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Ryan Domino, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$54,880 (including a one-time onboarding fee) for the FY25 report, and \$51,200 for the FY26 and FY27 reports based on the Scope of Services set forth in Exhibit A.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual Services performed. Invoices shall include billings for all charges, including authorized direct costs incurred by Consultant during the month covered by the invoice. Consultant shall be paid on the next regular Council warrant after all required paperwork is submitted. If City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly invoice/report stating the basis for such dispute.

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct,

or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

B. Consultant may terminate this Agreement only due to a material breach by City, or in circumstances specifically described in the AICPA Code of Professional Conduct, such as but not limited to impairment of independence, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared by the City in the course of providing the Services to be performed pursuant to this Agreement shall remain the sole property of the City. Upon completion of the Services to be performed pursuant to this Agreement, the final deliverables as described in the Scope of Services in Exhibit A ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not

be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("**Claims**") that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant's negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City

or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

C. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold any payment due to Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

B. The provisions of any workers' compensation or similar law will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

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

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its

officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

B. No City-provided employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Services performed under this Agreement.

13. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry.

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City: City of Duarte
 Administrative Services Department
 Attn: Angela Chiaromonte
 1600 Huntington Drive
 Duarte, California 91010

If to Consultant: LSL, LLP
 Attn: Ryan Domino
 500 Technology Drive, Suite 350
 Irvine, CA 92618

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same

or different times, of any other rights or remedies for the same default or any other default by the other Party.

B. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other

person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. PARAGRAPH HEADINGS AND SUBHEADINGS

The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

CITY OF DUARTE

CONSULTANT
LSL, LLP

City Manager

Date: _____

By: Ryan C. Domino

Its: Partner

Date: 3/14/2025

EXHIBIT A

Scope of Services

[ATTACH DOCUMENTS HERE]

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connections with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Employer's Liability Insurance with limits in an amount not less than \$1,000,000.

(5) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability;

and (vi) shall not contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured.

(4) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days’ advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant’s operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.



PREPARED BY
LSL, LLP
Certified Public Accountants
License Number 2584

PROPOSAL FOR City of Duarte Professional Auditing Services

Date of Submission: March 5, 2025

Valid for 90 Days

Authorized by:
Ryan Domino, CPA, Partner

Ryan.Domino@lslcpas.com

500 Technology Drive

Suite 350

Irvine, CA 92618

(949) 829 – 8299

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Transmittal Letter

March 5, 2025

Angela Chiaromonte
Financial Services Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Ms. Chiaromonte,

LSL, LLP (“LSL”, “LSL CPAs”) is pleased to present our proposal for Professional Auditing Services, and we value the opportunity to demonstrate our professional qualifications and commitment to excellence to the City of Duarte (“City”).

This proposal details our understanding of the scope of work outlined in the City’s and showcases our firm’s experience, knowledge, and creative problem-solving capabilities in governmental auditing. With our extensive government experience, we are confident that LSL is the best-qualified accounting firm for the City.

We understand that the City of Duarte is seeking a qualified firm to audit the City’s financial statements for the fiscal years ending June 30, 2025, 2026 and 2027, with the options to renew for fiscal years ending June 30, 2028, and 2029. This includes expressing an opinion on the fairness of the City’s financial statements, preparation of a Single Audit, performing agreed-upon procedures on the Gann Appropriations Limit, and the preparation of the State Controller Cities Financial Transactions Report for the City.

At LSL, we specialize in high-quality governmental audits aligned with GAAS and current GASB pronouncements. With our extensive experience in local government audits, we prioritize accuracy and thoroughness while ensuring timely report delivery. Our commitment to effective collaboration and transparency with the City ensures the integrity of its financial reporting and compliance with all regulatory requirements.

Authorized Representative

Ryan Domino is the designated Engagement Partner who will serve as the primary point of contact for this proposal. He is authorized to make representations on behalf of our firm and can be reached directly by phone at (714) 592-1814 or by email at Ryan.Domino@lsllcpas.com. Please contact Ryan for any clarification or contract negotiations related to this proposal.

We affirm that our proposal fully aligns with all terms, conditions, and requirements outlined in the City's RFP. Our proposal is a firm and irrevocable offer for ninety (90) calendar days following the closing date of the receipt of proposals.

We welcome the opportunity to discuss any aspect of our proposal to ensure your complete satisfaction.

Sincerely,



Ryan Domino, CPA, Partner
LSL, LLP
500 Technology Drive
Suite 350
Irvine, CA 92618
(949) 829 – 8299

General Information

HISTORY & SIZE

LSL, LLP (“LSL”) is a limited liability partnership and is not a wholly owned subsidiary of a parent company.

LSL was established in 1929 and has grown as a leader in the government sector. Our full-service accounting firm is headquartered in Irvine, California, with a dynamic team of 14 partners, 2 principals, and 145 employees. We provide auditing, accounting, and consulting services to over 100 municipal clients, including counties, cities, water and electric utility districts, and special-purpose government agencies. Our government sector services encompass a broad range of specialties, including attestation, compliance, consulting, outsourced accounting and reporting, year-end close assistance, interim staffing, strategic planning, and tax services.

INDEPENDENCE

LSL meets the independence requirements set forth by the generally accepted auditing standards and the U.S. General Accounting Office’s *Government Auditing Standards*. Our partners have no ownership in any other business organization that currently or will potentially provide services, supplies, materials, or equipment to the City. We annually distribute a listing of our firm’s clients to all employees to ensure that any possible independence threats are properly documented and reviewed.

LSL has had no professional relationships involving the City within the last five (5) years.

LICENSE TO PRACTICE IN CALIFORNIA

LSL is a public accounting firm licensed by the State of California Department of Consumer Affairs as a Public Accounting Partnership. Additionally, we are members of the American Institute of Certified Public Accountants (AICPA) and the California Society of Certified Public Accountants (CalCPA). All key members assigned to this engagement are licensed, registered or are in the process of obtaining their license as Certified Public Accountants by the State of California.

Insurance

LSL confirms that we will maintain the minimum insurance requirements throughout the entire term of this engagement. We have provided evidence of coverage with the submission of our proposal in **Appendix A**, and the actual insurance form will be provided upon the award of contract.

Business License

LSL affirms that we will obtain and maintain active business licensure with the City of Duarte upon award of contract.

LOCATION

Our Offices



Irvine, CA

500 Technology Dr., Suite 350
Irvine, CA 92618
Phone: (949) 829 - 8299

The Woodlands, TX

21 Waterway Avenue, Suite 30089
The Woodlands, TX 77380
Phone: (936) 828-4587

Sacramento, CA

2151 River Plaza Dr., Suite 150
Sacramento, CA 95833
Phone: (916) 503-9691

The virtual footprint of our government team spans across the United States. At LSL, we regularly share staff and resources across our offices, providing you with access to our entire governmental team. This approach ensures that you receive the highest level of service and expertise possible, allowing us to deliver optimal results.

LSL'S GOVERNMENT TEAM RESOURCES

Our governmental staff consists of three (3) Partners, one (1) Director, three (3) Senior Managers, two (2) Managers, eight (8) Supervisors, and fourteen (14) Professional Staff.

LSL will not be subcontracting any portion of the City's audit. All staff assigned to the audit portion of the engagement will be employed by LSL on a full-time basis and have extensive experience providing auditing services for cities, counties, and special-purpose government agencies. However, LSL does collaborate with a third-party for the preparation of the SCO (State Controller's Office) reports to ensure that the reports are prepared and filed correctly and timely by experts in those reports.

Our educational programs are designed to provide our team members with the knowledge and skills necessary to deliver high-quality services to our clients. We offer a variety of training opportunities, including those provided by CalCPA, AICPA, Government Audit Quality Center, and Government Finance Officers Association (GFOA).

GOVERNMENT AUDITING STANDARDS

LSL understands its responsibilities to perform audits and issue opinions on the City's financial statements as well as its fair presentation. Our financial audits are performed in accordance with the Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and our Single Audits are performed in accordance with the requirements of the Uniform Guidance. We will also evaluate the City's internal control system and provide recommendations for growth and improvement.

DESK REVIEW / DISCIPLINARY ACTION

There have been no disciplinary actions against our organization since its inception. There have been no litigations against our firm in the past three years. Our Single Audit reports are desk reviewed either by the federal cognizant agency or the State Controller's Office acting as the Oversight Agency. LSL has never had a report rejected by any of these agencies and is highly regarded and recognized by the staff of the State Controller's Office for top-quality reports.

PEER REVIEW

Our firm has participated in the AICPA Peer Review Program since its inception. All our peer reviews have covered governmental engagements and have received *pass* ratings. Our most recent peer review conducted by Spafford and Landry CPAs is provided on the following pages.



HERE TO MAKE THE COMPLEX SIMPLE.

Patrick D. Spafford, CPA
Todd C. Landry, CPA

Licensed by the California Board of Accountancy
Member: American Institute of Certified Public Accountants

Report on the Firm's System of Quality Control

To Lance, Soll & Lunghard, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and employee benefit plan audits.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, *pass with deficiency (ies)*, or *fail*. Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

Spafford & Landry, Inc.

March 30, 2023

TRAINING & SEMINARS

LSL regularly leads training courses and seminars on introductory governmental accounting, financial reporting, internal control risk assessments, and all GASB updates and best practices. These resources are available to our clients for additional information and continued support. These will be opportunities made available through our firm to the City for training or continuing professional education credits on current issues in governmental auditing and accounting.

LS's Upcoming Training & Courses

LSL's training courses and seminars covering introductory governmental accounting, financial reporting, internal control risk assessments, and GASB updates are accessible to clients for ongoing support.

LSL Seminars - 2025	
April	Uniform Guidance (UG) Updates GASB Updates Addressing Staffing Challenges ERP Implementation Panel

Partner, Supervisory and Staff Qualifications and Experience

A current list of municipal clients can be found in **Appendix B**, which includes LSL's most significant engagements conducted within the last three (3) years that are similar to the engagement described in this request for proposal.

ORGANIZATIONAL CHART





Ryan Domino, CPA
Engagement Partner

Ryan Domino has a strong technical focus and specializes in governmental accounting and auditing. He currently serves as a technical reviewer for the Government Finance Officers Association (GFOA) and regularly presents at our firm's annual GASB Update and at CSMFO's chapter meetings where he presents and trains on the latest GASB pronouncements. Ryan is an expert on Single Audit planning and execution and holds advanced certification from the AICPA. Ryan provides our clients with a competitive advantage as a member of GFOA's Special Review Committee for the Award for Excellence in Financial Reporting and able to provide valuable insights and recommendations to help organizations achieve excellence in financial reporting.



Brandon Young, CPA
Concurring Partner

Brandon is an expert in governmental accounting and auditing and trains our government team on the proper implementation of new GASB pronouncements, ensuring that our clients receive the highest level of service and expertise. Brandon was recently appointed to the AICPA State and Local Government Expert Panel, further demonstrating his expertise in the field. Brandon also serves on the CalCPA Governmental Accounting and Auditing Committee, specific to the State of California, and he is responsible for numerous white papers and technical clarifications, including those for GASB 68, 75, and 87. His contributions to this committee have helped to shape the accounting and auditing practices of government organizations in California.

ENGAGEMENT TEAM RESUMES

Team resumes are available in **Appendix C**, which details the position of each team member in the firm, their educational background, and their years and types of experience. The resumes also provide information on relevant continuing education completed by the team members during the past three years. Proposed team members will be available for ninety (90) days from the proposal due date. LSL will promptly notify the City of any changes in key personnel prior to award.

Staff Continuity

To ensure the quality of our staffing, we have established firm policies that prioritize the continuity of engagement teams, except in cases where an employee has left the firm or has been promoted. In the event of any changes in staffing at the Manager position and above, LSL will first seek written permission from the City.

Quality of Staff Assurance

LSL is committed to providing the City with a stable and experienced team that is dedicated to delivering a high-quality audit and exceptional service. We understand the importance of maintaining a strong and reliable team throughout the engagement, and we will work closely with the City to ensure that any staffing changes are handled with minimal disruption to the continuity of the engagement.

Continuing Education

At LSL, we strongly emphasize professional development and continuing education to ensure that our team members are up to date on the latest developments in governmental accounting and auditing. As a firm policy, all LSL government staff are required to complete a minimum of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period.

GFOA AWARD PROGRAM

LSL understands the significance of obtaining and maintaining the Certificate of Excellence in Financial Reporting from the GFOA. We have prepared financial statements and footnote disclosures for many of our local government clients who have received this award. Our governmental partners, managers, and seniors are closely involved in the preparation of these reports. Clients currently receiving the GFOA award are also noted in **Appendix B**.

SINGLE AUDIT EXPERIENCE

Our firm has extensive experience in performing Single Audits for local government agencies under the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements of Federal Awards (Uniform Guidance), and the United States Office of Management and Budget (OMB). **Appendix B** also includes a list of government audit clients for which a Single Audit has been performed in the last fiscal year. Additionally, the table on the following page highlights recent examples of federal programs audited by LSL.

Federal Granting Agency	AL #	Name of Program
U.S. Department of Agriculture	10.557	Special Supplemental Nutrition Program for Women, Infant, and Children
U.S. Department of Housing & Urban Development	14.195	Section 8 Housing Assistance Payment Program
U.S. Department of Housing & Urban Development	14.218	Community Development Block Grants/Entitlement Grants
U.S. Department of Housing & Urban Development	14.228	Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii
U.S. Department of Housing & Urban Development	14.239	HOME Investment Partnerships Program
U.S. Department of Housing & Urban Development	14.856	Lower Income Housing Assistance Program Section 8 Moderate Rehabilitation
U.S. Department of Housing & Urban Development	14.871	Section 8 Housing Choice Vouchers
U.S. Department of Transportation	20.106	Airport Improvement Program
U.S. Department of Transportation	20.205	Highway Planning and Construction
U.S. Department of Transportation	20.507	Federal Transit Formula Grants
U.S. Department of Treasury	21.019	Coronavirus Relief Fund (CRF)
U.S. Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
U.S. Environmental Protection Agency	66.458	Capitalization Grants for Clean Water State Revolving Funds
U.S. Department of Health and Human Services	93.563	Child Support Enforcement
U.S. Department of Health and Human Services	93.667	Social Services Block Grant
U.S. Department of Health and Human Services	93.676	Unaccompanied Alien Children Program
U.S. Department of Health and Human Services	93.778	Medical Assistant Program - Medicaid Cluster
U.S. Department of Homeland Security	97.036	Disaster Grants- Public Assistance (Presidentially Declared Disasters)
U.S. Department of Homeland Security	97.067	Homeland Security Grant Program

ADDITIONAL RESOURCES

The LSL team is comprised of top talent within the industry with comprehensive experience beyond governmental audit, accounting, and advisory services. When you partner with LSL, you gain access to the experience, knowledge, and resources of our entire team, including our consulting and technology teams. We are committed to helping finance departments thrive by providing the guidance, tools, and services that foster lifelong success for your finance team. We encourage our clients to tap into our full professional team of industry and product experts for your full-service consulting, staffing, and financial report automation solutions.



Financial & Compliance
Audits



Consulting, Staffing &
Training



Technology & RPA



Kelly Telford, CPA
Consulting Partner

Kelly is a respected leader in public finance and is known for being a change agent and thought leader in organizational strategy. She has developed her expertise in public and local government accounting and auditing, financial forecasting, budget development, public utilities, investment management, grant management, human resources, and information technology. She has taught classes for GFOA and CSMFO and has presented at annual conferences for GFOA, CSMFO and GFOAA. She has previously served as Finance Director for the cities of Costa Mesa and Seal Beach as well as the Los Angeles Community Development Agency. Kelly has a proven track record of helping agencies identify operating inefficiencies assisted in departmental reorganizations, identify internal control challenges, completing year-end close procedures, and serving as an outsourced Finance Director. Her practical recommendations are instrumental in helping our team and our clients achieve a high-quality and efficient audit while providing valuable feedback for organizational improvements.



Gail Gray, CPA
Technology Partner

Gail is a well-established expert in governmental accounting and finance technology. As a Partner in LSL's Technology Consulting Services, Gail has over 20 years of experience in training, mentoring, and automating finance teams. Gail specializes in process automation consulting, software implementation, customization, and robotic process automation (RPA), leveraging technology and automation for accounting, auditing, and financial reporting. With her extensive background in governmental accounting, Gail uniquely enables LSL to offer top-tier implementation services for government-specific financial management solutions. Gail and her team provide exceptional training and ongoing support, while ensuring that our software partners also uphold high standards and provide high-quality service.

Similar Engagements with Other Government Agencies

The following references highlight our experience in providing professional auditing services to other governmental organizations with similar size and scope as the City of Duarte. We invite you to contact them to gain insight into our working relationships and quality of service.

City of San Marino	
Contact	Mark Siegfried, Accounting Manager/Controller
Telephone Number	626-300-0704
Date of Service	2011 – Present
Engagement Partner	Ryan Domino
Total Hours	250
Scope of Work	Audit of an Annual Comprehensive Financial Report (ACFR) which receives the GFOA award; Single Audit; performed agreed-upon procedures over the City's GANN Limit calculation; performed agreed-upon procedures over the City's Investment and Transfer

City of Malibu	
Contact	Renee Neermann, Finance Controller
Telephone Number	310-456-2489
Date of Service	2011 - Present
Engagement Partner	Ryan Domino
Total Hours	350
Scope of Work	Audit of an Annual Comprehensive Financial Report (ACFR), which receives the GFOA award; Single Audit; performance of GANN Limit AUP

City of Rosemead	
Contact	Maria Teresita Anson, Finance Manager
Telephone Number	626-569-2146
Date of Service	2018 - Present
Engagement Partner	Ryan Domino
Total Hours	450
Scope of Work	Audit of an Annual Comprehensive Financial Report (ACFR), which receives the GFOA award; Single Audit; performed agreed-upon procedures over the City's GANN Limit calculation; Audit of City's Housing Corp; State Controller's Report: City, Financing Authority; NTD AUP

City of Monrovia	
Contact	Buffy Bullis, Administrative Services Director
Telephone Number	626-932-5513
Date of Service	2010 – Present
Engagement Partner	Ryan Domino
Total Hours	500
Scope of Work	Audit of an Annual Comprehensive Financial Report (ACFR), which receives the GFOA award; Single Audit over the City's federal award programs; performed City's GANN Limit AUP; prepared City's State Controller's Office Financial Transactions Reports, City, PFA, and Housing Compliance

City of San Juan Capistrano	
Contact	Ken Al-Imam, Chief Financial Officer / City Treasurer
Telephone Number	949-443-6301
Date of Service	2021 – Present
Engagement Partner	Ryan Domino
Total Hours	527
Scope of Work	Audit of an Annual Comprehensive Financial Report (ACFR), which receives the GFOA award; Single Audit; Gann Appropriation Limit AUP; Coastal Animal Services Authority (CASA) Audit

Specific Audit Approach

OUR UNDERSTANDING OF THE SCOPE OF WORK

LSL understands that the City of Duarte is seeking a qualified firm to perform the City's financial audit and related services, consisting of the following final financial and compliance reports:

- Financial Statements
- GANN Limit
- Single Audit
- State Controller Financial Transactions Reports

PROJECT MANAGEMENT METHODOLOGY

The LSL team holds itself to a high standard for timely delivery and effective communication of key milestones. We understand the importance of being responsive and communicative with our clients, and we are committed to being available on a day-to-day basis to address any questions or concerns that may arise throughout the engagement. Areas of concern and potential findings

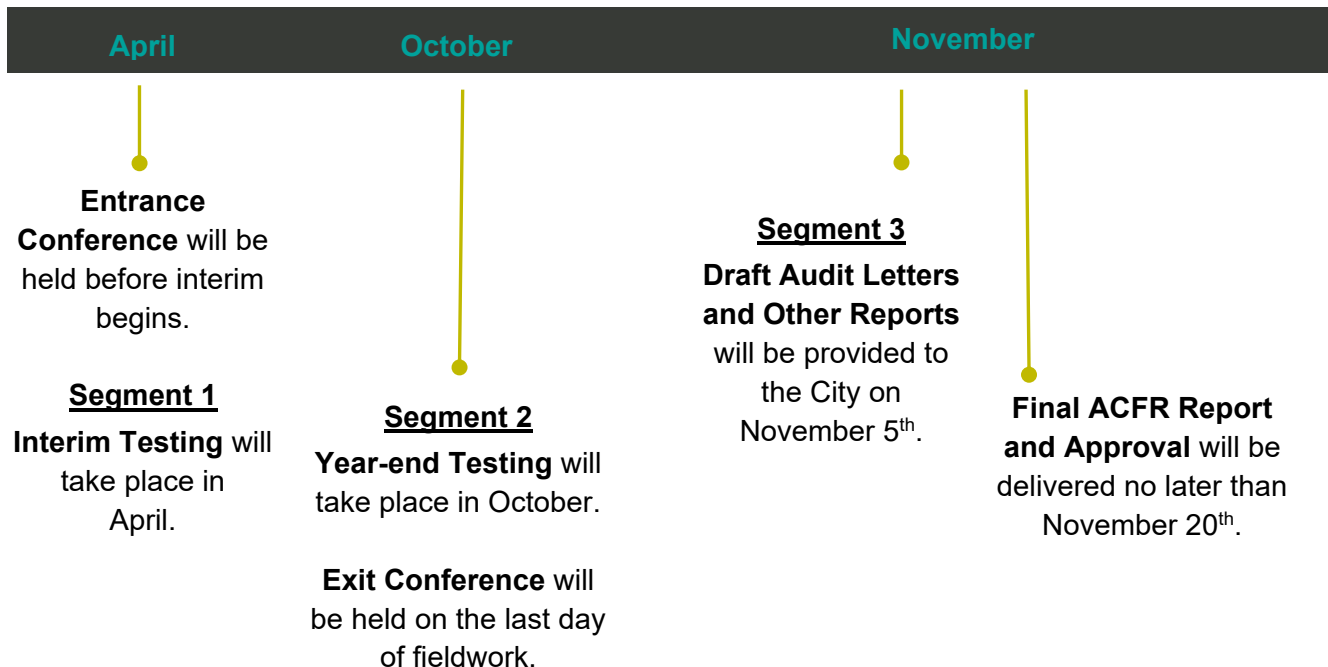
will be communicated to the City as soon as they are discovered to mitigate any surprises throughout the audit.

At the beginning of the engagement, we will hold a planning meeting with you to determine the timeline, expectations, and desired outcome of the agreement on the issuance of financial statements. Throughout the process, we will have periodic meetings with you to provide updates and discuss progress. Upon award of contract and per the City's requested timeline, LSL will work closely with the City to develop an audit plan and timeline to ensure compliance and timely deliverables.

As part of the Scope of Work and time requirements, we assume that the City will provide all necessary information needed to complete the financial statement and single audits. We will proactively identify and communicate any pending information from the City that could hinder our ability to complete the objectives of the engagement in a timely manner.

PROJECT SCHEDULE

LSL assumes under the time requirements that the City will have closed its books and will present the LSL team with general ledger balances that are auditable prior to the start of fieldwork. A sample timeline is provided on the following page displaying the key stages of the audit and the deliverables.



PROPOSED WORK PLAN

At LSL, we use a governmental audit program that will be tailored to the City's operations to accommodate its specific circumstances and organizational structure. LSL's audit programs are organized by financial statement category, which we believe is the most effective and efficient approach to substantially reduce the risk of omitting important procedures. Our approach is designed to increase audit efficiency by linking financial statement assertions, audit objectives, and procedures that are basic to most governmental audit engagements.

PROPOSED SEGMENTATION

Our audit services will be divided into the three succeeding segments:

- Segment 1 – Planning and Obtaining an Understanding
- Segment 2 – Financial Audit Testing
- Segment 3 – Conclusion

Segment 1 – Planning and Obtaining an Understanding

LSL will provide an annual audit communication letter, engagement letter, and Government Audit Quality Center Information letter. The audit communication letter is to be provided to the City Council and/or Board of Directors and can be communicated orally to those charged with governance, if requested, where we will discuss planning stages, responsibilities of the City Council and/or Board of Directors, Auditors, and Management, and provide an opportunity to communicate with us as the auditors.

An entrance conference will be scheduled prior to the agreed-upon week of interim testing to ensure that the transition to new auditors is as seamless as possible. Discussions in this meeting include, but are not limited to, an understanding of reports and key milestones for deliverables, prior audit reportable conditions and issues, and "Prepared by Client" (PBC) schedules.

A trial balance is requested for our planning meeting to assist the LSL team in obtaining knowledge of economic conditions, industry elements, and new standards that may affect the City. We will compile a list of PBC items based on our review of the prior year's financial statements and the gathered information that will be provided to the City one month prior to testing or earlier if requested. We operate on a paperless software system and provide a secured cloud-based portal for all clients. The City will have a separate folder that can be customized to organize, and upload requested schedules, support documents, etc.

After interim testing, we will hold an exit meeting to discuss potential weaknesses, if any, and provide feedback for improvements or valuable information gathered from any outside clientele that would benefit the City.

Segment 2 – Financial Audit Testing

Based on the information gathered thus far, we will utilize a customized audit program based on the risk assessment developed during our assessment of the City's internal controls and *Government Auditing Standards*. The primary benefit of a tailored program is a focused set of procedures to address relevant areas. We believe that this approach is both effective and efficient and is critical to compliance with other material laws and regulations.

We will annually compile another customized PBC list for the year-end testing provided at least one month prior or earlier if requested. We will request trial balances from the City for our analytical review to be provided one week before testing is scheduled to commence. Year-end testing will include testing of the balance sheet, revenue and expenditures accounts, confirmation of selected balances, analytical procedures, evaluation of the internal controls, and preparation of reports and letters.

Segment 3 – Conclusion

Based on our year-end exit meeting we will discuss a plan to finalize the financial statements according to the timetable of the City. We will schedule dates for the initial and final drafts including time for LSL's and the City's review and approval of the financial statements. This period will also account for review by the engagement partner and quality assurance partner. After the review and receipt of the signed Representation Letter from the City, LSL will provide a final report by November 20th of each year.

AUDIT SAMPLING

For tests of controls, we use audit sampling. Tests of controls are procedures directed towards determining the effectiveness of the design or operation of an internal structure policy or procedures. Audit sampling is typically used for tests of controls and compliance that involve the inspection of documents and reports indicating the performance of the applicable policy or procedures and compliance with the applicable laws and regulations. Sample sizes vary based on the population and risk-based calculations.

TYPE AND EXTENT OF ANALYTICAL PROCEDURES

For the audits of the financial statements, we will use analytical procedures as an overall review of the financial information in the preliminary and final stages of the audits. These procedures are designed to assist us in planning our audits and in assessing the propriety of the conclusions reached and evaluating the overall financial statement presentation.

The procedures to be utilized consist of determining expectations for changes to significant revenue, expenditure, and balance sheet accounts, reading the financial statements and related notes, reviewing the budget and related material, and focusing on overall relationships within the financial statements.

Once determined, these are reviewed to evaluate if the changes appear reasonable or require further analysis. For all significant differences, explanations are obtained as to why the situation occurred and additional substantive procedures may be applied, and related evidence is gathered to resolve concerns and questions.

ELECTRONIC DATA PROCESSING SOFTWARE & AI TECHNOLOGY

LSL is always at the forefront of technology and finding ways to increase efficiency in our audits. Our goal is to effectively streamline the audit process to make the burden of an audit easier on our clients and ease any technical disagreements.

Caseware

At LSL, we partner with and utilize **Caseware** to perform our audits and retain electronic workpapers and supporting documentation in a fully cloud-based platform. During our preparation of the ACFR, all financial statements and schedules are linked to Caseware and audit documentation, ensuring accuracy and consistency with City records and eliminating the risk of manual errors.

LSL Caseware Cloud Portal

Our web-based portal system provides clients with the ability to securely share information in a user-friendly platform. Integrated with **Caseware OnPoint Collaborate**, this state-of-the-art tool enhances collaboration in accounting and auditing. It enables direct communication with clients throughout the audit process for feedback exchange and tracks activities such as audit requests, client uploads, and progress. Access to the secure hub can be restricted to relevant individuals. This tool eliminates the necessity of sending sensitive documents via email, enhancing efficiency. Client dashboards are customizable to meet specific needs.

Data Extraction & Audit Analytics

We believe software is only as effective as those who know how to use it. That's why we train all our staff and incorporate the use of **Caseware Analytics AI** and **IDEA** into our audit approach. These two complement each other to create a risk-based transaction analysis tool. We utilize them to scan transaction sets, identify exceptions warranting further investigation, and provide additional assurances to our clients. These tools offer users a high-level summary and reduce time spent in transaction analysis by automatically performing multiple tests on the entire transaction set. They assist in identifying duplicate payments, high-risk journal entries, and developing expectations for analytical procedures used during the audit.

Experience With ERP Systems

Many of our clients have updated their system software with new Enterprise Resource Planning (ERP) systems over the years. We make ourselves available for questions and recommendations, including assistance with the vendor selection process. Our clients' transition to more sophisticated ERP systems has allowed us to gain a better understanding of each system and its unique capabilities. We often obtain read-only access to our clients' software and can work directly within the system. This allows us to provide useful observations and recommendations regarding internal controls and facilitates efficient audit test work. Some of the ERP and Property Tax Systems we have extensive experience with include **Tyler Technologies (Munis, New World, Eden, Incode), One Solution, Oracle, SAP, Infor, Megabyte**, and more.

DETERMINING LAWS AND REGULATIONS SUBJECT TO AUDIT TEST WORK

The Laws and Regulations that will be subject to audit test work are determined by the applicable laws, regulations, contracts, and grant agreements which we identify through the understanding we obtain of the City and our extensive experience with other governmental entities.

DRAWING AUDIT SAMPLES FOR COMPLIANCE

The sampling procedures test the operating effectiveness of an internal control structure policy or procedure by determining how the policy or procedure was applied, the consistency with which it was applied during the audit period, and by whom it was applied. We will draw samples for disbursements, receipts, and payroll when applicable. Each document selected will be tested for various attributes that are designed to verify compliance with different aspects of internal controls and applicable laws and regulations. Additionally, each sample item will be tested for coding to the proper accounts and posting to the general ledger.

LSL'S APPROACH TO UNDERSTANDING THE CITY'S INTERNAL CONTROL STRUCTURE

LSL will perform procedures as required by SAS 122-125 to obtain an understanding of the City and its environment along with assessing the risks of material misstatements in order to gain insight into the internal control structure over the financial statements. Our review will encompass various areas such as financial reporting, cash, revenues and receivables, utility billing, expenses, accounts payable, payroll, capital assets, long-term debt, and grant reporting. We will issue a management letter (SAS 115 Letter) that identifies any significant deficiencies and/or material weaknesses found as required by the Government Auditing Standards.

Throughout the year, LSL will conduct interviews with the management of finance and responsible parties of each audit section to understand the processes and controls through observation and discussions. We will also perform sampling transactions as part of a "walk-through" process to verify that the system of control is functioning as per the policies and procedures.

ANTICIPATION OF POTENTIAL AUDIT PROBLEMS, ROLES & RESPONSIBILITIES OF THE CITY

Outside of the complexities that arise with the implementation of GASB pronouncements, LSL does not anticipate any audit problems or conflicts in the performance of the services requested in this RFP. Our approach is to partner with our clients to provide information, training, and the resources necessary to successfully implement any new changes in accounting principles.

As mentioned previously, LSL assumes that the City will provide all necessary information to complete the financial statement and single audits. The LSL assigned to this engagement will help identify and communicate any pending information needed from the City that may hinder the engagement's objectives and timely completion. Additionally, LSL assumes that the City will have closed its books and present auditable general ledger balances.

WORKING PAPER RETENTION AND ACCESS

All working papers and reports will be retained at LSL's expense for a minimum of five (5) years unless otherwise notified in writing by the City of the need to extend that retention period. Upon written request, we will make working papers available to parties designated by the City. Furthermore, we will respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

[Cost bid on the following page]

Cost Bid

LSL, LLP ("LSL CPAs", "LSL") is pleased to present our fee proposal to the City of Duarte for Professional Auditing Services. Below is the schedule of professional fees and expenses for the audit the City's financial statements for the fiscal years ending June 30, 2025, 2026 and 2027, with the options to renew for fiscal years ending June 30, 2028, and 2029. This includes the total for services as described in the RFP.

Ryan Domino is the designated Engagement Partner who will serve as the primary point of contact for this proposal. He is authorized to make representations on behalf of our firm and can be reached directly by phone at (714) 592-1814 or by email at Ryan.Domino@lsllcpas.com. Please contact Ryan for any clarification or contract negotiations related to this proposal.

Sincerely,



Ryan Domino, CPA, Partner

LSL, LLP
500 Technology Drive
Suite 350
Irvine, CA 92618
(949) 829 – 8299

TOTAL ALL-INCLUSIVE MAXIMUM PRICE

All-Inclusive Maximum Price by Report					
Report	2024-25	2025-26	2026-27	Optional 2027-28	Optional 2028-29
City Audit	\$36,800	\$36,800	\$36,800	\$37,900	\$39,040
Single Audit *	\$6,480	\$6,480	\$6,480	\$6,670	\$6,870
SCO Report	\$4,550	\$4,550	\$4,550	\$4,690	\$4,830
Gann Limit	\$770	\$770	\$770	\$790	\$810
New Client Onboarding Fee **	\$3,680	\$0	\$0	\$0	\$0
Out-of-Pocket Expenses	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>	<i>Included</i>
Total for Fiscal Year (Not-to-Exceed)	\$52,280	\$48,600	\$48,600	\$50,050	\$51,550

* Price includes one (1) major program. Each additional program is \$2,600.

** LSL charges a one-time onboarding fee equal to 10% of the basic audit fee for the first year. This is due to the anticipated 10% increase in audit hours necessary in the first year to perform initial audit procedures and set up the City's financial statements. This fee is not repeated in future years.

DETAIL SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR FISCAL YEAR 2024-25 REPORTING ONLY

Level of Staff Assigned and Number of Hours to be Assigned

TOTAL PROPOSED HOURS						
Segment/Task	Partners/ Sr. Manager	Supervisor	Senior/ Experienced Staff	Staff	Clerical	Total
City Audit						
Interim test work	0	0	15	30	0	45
Year-End test work	0	0	45	90	0	135
Report/Review/Supervision	10	30	0	0	10	50
Subtotal	10	30	60	120	10	230
Single Audit *						
Test work	0	0	10	20	0	30
Report/Review/Supervision	2	6	0	0	2	10
Subtotal	2	6	10	20	2	40
SCO Report						
Test work	0	0	0	25	0	25
Report/Review/Supervision	0	5	0	0	0	5
Subtotal	0	5	0	25	0	30
Gann Limit						
Test work	0	0	0	2	0	2
Report/Review/Supervision	0	1	1	0	1	3
Subtotal	0	1	1	2	1	5
TOTAL PROPOSED HOURS:	12	42	71	167	13	305

Hours proposed are for one (1) major program.

LSL's Standard Hourly Billing Rates

Auditor's Standard Billing Rates	2024-25	2025-26	2026-27	Optional 2027-28	Optional 2028-29
Partner	\$390	\$390	\$390	\$402	\$415
Director	\$320	\$320	\$320	\$330	\$340
Senior Manager	\$290	\$290	\$290	\$299	\$308
Manager	\$250	\$250	\$250	\$258	\$266
Supervisor	\$210	\$210	\$210	\$217	\$224
Senior Accountant	\$190	\$190	\$190	\$196	\$202
Experienced Staff	\$160	\$160	\$160	\$165	\$170
Staff Accountant	\$140	\$140	\$140	\$145	\$150
Clerical	\$120	\$120	\$120	\$124	\$128

*The quoted fees above include a standard 3% increase year-over-year, beginning in the optional years.

ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the City of Duarte to request LSL to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in a written addendum to the contract between the City and LSL. Any such additional work agreed to between the City and LSL shall be performed at the same rates set forth in LSL's Standard Hourly Rates provided in this cost bid.

MANNER OF PAYMENT

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month. The final ten percent (10%) of the total all-inclusive maximum price will be paid upon delivery of the firm's final reports.

Benefits of Working with LSL

LSL is a multi-location firm with formidable resources that provides a personal feel and hands-on client experience.



Ranked # 14 on the Orange
County Business Journal's
CPA Firm Book of Lists



95 years young and the
wisdom to go with it!



16 Partners who are
dedicated to solving your
issues



145 employees (and
growing!)

ACCOUNTING TODAY REGIONAL LEADER

LSL CPAs has again been recognized as an Accounting Today Regional Leader in 2024. The list ranks the top CPA firms that have shown exceptional growth, embraced technology, and who 'think outside the box' when providing solutions.



OUR CORE VALUES

As we continue to grow and evolve, we recognize our core values needed to grow and change with us. Our values weren't decided on by management and handed down, every member of the LSL team worked together to share what values matter most to us. From there, we came up with the following five core values that embody how we approach each other, our work, and our clients.



PURSUE EXCELLENCE



LOVE WHAT YOU DO



LEAD WITH INTEGRITY



ACCOMPLISH MORE
TOGETHER



FORWARD THINKING

BEST OF ACCOUNTING AWARD

LSL CPAs delivers high-quality service and has consistently secured the ClearlyRated *Best of Accounting* award. This exclusive program awards accounting firms who demonstrate high-level service of excellence within the accounting industry and solely leverages statistically validated survey responses from our clients.



4.7 based on 646 ratings

Appendix A – COI Evidence of Coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Affinity Insurance Services 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED Lance, Soll & Lunghard, LLP 203 N Brea Boulevard Suite: 203 Brea, CA 92821-4056		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPYOP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		APL-275513554	10/12/2023	10/12/2024	Per Claim/Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER Lance, Soll & Lunghard, LLP 203 N Brea Boulevard Suite: 203 Brea, CA 92821-4056	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Affinity Insurance Services, Inc.
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Liberty Company Insurance Brokers Lic #0D79853 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367		CONTACT NAME: Lindsey Jamall PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No): E-MAIL ADDRESS: ljamall@libertycompany.com	
INSURED Lance Soil & Lunghard LLP 203 N Brea Blvd Ste 203 Brea CA 92821		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000 20424	

COVERAGES CERTIFICATE NUMBER: 23-24 BOP/UMB/WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			57SBABM1263	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			57SBABM1263	10/12/2023	10/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$ 10,000			57SBABM1263	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WECAZ7TWB	10/12/2023	10/12/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Appendix B – Current List of Municipal Clients

Current List of Municipal Clients					
Client	Contact Person	Services	Years	Phone	
* Agoura Hills	Mr. D. Ibanez, Director of Finance	F, S	8	818-597-7312	
* Barstow	Ms. H. Riley, Admin Services Manager	F, S	3	760-255-5115	
* Big Bear Lake	Ms. K. Ent, Director of Government Services	F, S	25	909-866-5831	
* Burbank	Mr. C. Wood, Deputy Finance Director	C, F, S	12	818-238-5487	
Canyon Lake	Mr. C. Mann, City Manager	F	28	909-244-2955	
* Carlsbad	Mr. Z. Korach, Finance Director	F, S	2	442-339-2127	
* Cathedral City	Mr. K. Biersack, Financial Services Director	F, S	13	760-770-0378	
* Chino Hills	Ms. C. Buhaglar, Finance Director	F, S	26	909-364-2600	
* Chula Vista	Ms. S. Schoen, Director of Finance	F, S	9	619-409-3818	
* Citrus Heights	Mr. A. Preciado, Accounting Manager	F, S	4	916-727-4705	
* Citrus Heights Water District	Ms. A. Liu, Director of Admin Services	F, U	2	916-735-7703	
* Cypress	Ms. D. Mullaly, Assistant Finance Director	F, S	6	714-229-6700	
* Diamond Bar	Mr. J. Jacobsen, Finance Director	F, S	13	909-839-7051	
* Dixon	Ms. K. Zawadzki, Director of Finance	F, S	9	707-678-7000	
* Downey	Mr. S. Hannah, Finance Director	F, S	8	562-904-7265	
* East Bay Municipal Utility District	Ms. S. Skoda, Director of Finance	F, U	5	510-847-0018	
* Eastern Municipal Water District	Ms. W. Garritz, Controller	F, S, U	2	951-928-3777	
* Fullerton	Ms. T. Smart, Fiscal Services Manager	C, F, S	12	714-738-3139	
* Galt	Mr. M. Boring, Finance Director	F, S	6	209-366-7140	
Georgetown Divide Public Utility District	Ms. J. Buckle, Accounting Manager	C, F, S, U	6	530-333-4356	
Grand Terrace	Ms. C. Clayton, Senior Accountant	F	9	909-824-6621	
* Indio	Ms. S. Lopez, Finance Manager	F, S	7	760-541-4237	
Inglewood	Ms. L. Gomez, Accounting Manager	F, S	8	310-412-5127	
* Inland Empire	Mr. K. Borhani, Finance Director/City Treasurer	F	28	626-430-2221	
Livingston	Mr. H. Balms, Senior Accountant	F, S	2	209-394-5550	
* Lodi	Ms. M. Munoz, Accounting Manager	F, S	1	209-333-6700	
* Lompoc	Ms. C. Donnelly, Management Services Director	F, S	2	805-875-8283	
* Malibu	Ms. R. Feldman, City Manager	F, S	19	310-456-2489	
* Manhattan Beach	Mr. S. Charelian, Finance Director	F, S	18	310-802-5553	
* Monrovia	Ms. B. Bullis, Director of Administrative Services	F, S	22	626-932-5510	
* Monterey One Water	Mr. F. Marsh, Chief Financial Officer	F, S, U	9	831-645-4623	
Monterey Peninsula Airport District	Mr. M. Wilson, Controller	F, S	5	831-648-7000 x201	
* Moorpark	Ms. Y. Cunniff, Director of Finance	F, S	5	805-517-6213	
* Newark	Ms. K. Lee, Finance Director	F	5	510-578-4288	
* Oceanside	Ms. J. Moya, Financial Services Director	F, S	14	760-435-3887	
Ontario International Airport	Ms. K. Snow, Finance Manager	F, S	6	714-415-9636	
* Orange	Ms. T. Nguyen, Director of Finance	F, S	2	714-744-5500	
* Orange County Fire Authority	Ms. G. Cheung, Accounting Manager	F, S	4	714-573-6000	
* Orange County Water District	Mr. R. Flick, CFO/Treasurer	F, S, U	2	714-378-3200	
Orchard Dale Water District	Mr. R. Richard, Finance Manager	F, U	4	562-941-0114	
* Palm Desert	Ms. V. Chavez, Finance Director	F, S	6	760-346-0611	
* Pleasanton	Ms. D. Punzo, Financial Services Manager	F, S	3	925-931-5402	
* Rainbow Municipal Water District	Ms. R. Poole, Accounting Supervisor	F, S, U	3	760-728-1178	
* Rancho Cucamonga	Mr. N. Daniels, Finance Director	F, S	45	909-989-1851	
* Redondo Beach	Ms. W. Collazo, Chief Deputy City Treasurer	F, S	6	310-372-1171 x2428	
* Rialto	Ms. K. Stevens, Deputy Director of Finance	F, S	2	909-421-7242	
* Riverside	Ms. N. Garcia, Controller	F, S, U	4	951-826-5466	
Rolling Hills	Mr. R. Samario, Interim Finance Director	F	14	310-377-1521	
* Rosemead	Mr. B. Chua, Director of Finance	F, S	5	626-569-2146	

Client	Contact Person	Services	Years	Phone
* Roseville	Mr. D. Kaufman, Assistant City Manager/CFO	F, S	2	916-774-5314
* San Bernardino Municipal Water Dept.	Ms. C. Mouser, Director of Finance	F, S, U	4	909-453-6010
* San Clemente	Mr. J. Rahn, Finance Director	F, S	5	949-361-8360
* San Joaquin Council of Governments	Ms. G. Orocco, Manager of Finance	F, S	4	209-235-0454
* San Juan Capistrano	Mr. K. Al-Ham, Chief Financial Officer	F, S	2	949-443-6301
* San Marino	Mr. M. Siegfried, Controller	F	29	626-300-0700
* Santa Clarita Valley Water Agency	Ms. A. Aguer, Controller	F, U	4	661-513-1237
* Santa Monica	Mr. S. Gomez, Financial Operations Manager	F, S	7	310-458-8281
Shafter	Mr. R. Sanchez, Administrative Services Director	F, S	2	661-746-5043
Sonoma County Fair & Exposition, Inc.	Mr. M. Margetts, Fair Financial Officer	F	5	707-573-9342
Sutter County	Mr. N. Black, Auditor-Controller	F, S	4	530-822-7439
* Three Valleys Water District	Mr. J. Velasquez, Chief Financial Officer	F, U	15	909-621-5568
* United Water Conservation District	Mr. B. Zahn, Chief Financial Officer	F, S, U	1	805-695-3870
* Vacaville	Mr. K. Matsumiya, Director of Finance	F, S	3	707-449-5688
* Vallejo	Ms. F. Cruz, Assistant Director, Finance	F, S	4	707-648-5542
* West Sacramento	Ms. B. Robertson, Finance Manager	F, S	1	916-617-4584
* Yolo County	Mr. T. Haynes, Chief Financial Officer	F, S	4	530-666-8050
* Yorba Linda Water District	Ms. D. Lugo, Finance Manager	F	2	714-701-3040

Service Codes:

F - Financial Audit

S - Single Audit

I - Internal Audit

C - Consulting

U - Utility Agency

* Participated in the GFOA Award Programs and has received or anticipates receiving outstanding awards

Appendix C – Engagement Team Resumes



Ryan Domino, CPA

ENGAGEMENT PARTNER

ACHIEVEMENTS

Ryan currently serves as a technical reviewer for the Government Finance Officers Association (GFOA), and has been a presenter for CSMFO's annual conference and various chapter meetings. He has been involved with teaching current audit and accounting-related material at LSL's in-house training seminars, and annual GASB Update.

CONTINUING EDUCATION

As a firm policy, all LSL government staff are required to complete a minimum of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period. Ryan meets the requirements for Government Auditing Standards in governmental CPE.

EXPERIENCE

Ryan has over 11 years of experience in governmental auditing including financial statement audits, preparation of Annual Comprehensive Financial Reports, Housing Successor compliance audits, TDA compliance audits, Single Audits, Federal Student Financial Aid audits, and various consulting and agreed-upon procedures projects.

Ryan is one of the firm's leaders in ensuring audit quality control and Government Practice training for staff. He is a regular presenter at the firm's annual GASB Update where he has presented training to our clients on the latest GASB pronouncements and has been a presenter for CSMFO's chapter meetings and the annual CSFMO Conference.

Some of his presentations have covered:

- General auditing in accordance with GAGAS
- Accounting for capital assets
- GASB Statement Nos. 89, 90, 91, 94, 100, 101, and 102
- Fraud risks and internal controls

MEMBERSHIPS

AICPA, CalCPA, CSMFO, GFOA, GFOAT

EDUCATION

Bachelor of Arts Degree in Business Administration, with an emphasis in Accounting – California State University, Fullerton

LICENSES

Certified Public Accountant
California
Texas

AUDIT ENGAGEMENTS

City of Agoura Hills, CA
City of Big Bear Lake, CA
City of Brea, CA
City of Burbank, CA
City of Carlsbad, CA
City of Cathedral City, CA
City of Chino Hills, CA
City of Dana Point, CA
City of Kress, TX
City of La Quinta, CA
City of Lompoc, CA
City of Monrovia, CA
City of Moorpark, CA
City of Oceanside, CA
City of Orange, CA
City of Palm Desert, CA
City of Rialto, CA
City of Rosemead, CA
City of San Clemente, CA
City of San Juan Capistrano, CA
City of Santa Monica, CA
Monterey Peninsula Airport District
Orange County Water District
Orchard Dale Water District
Rainbow Municipal Water District
San Bernardino Muni. Water Dept.
Three Valleys Muni. Water District
United Water Conservation District
Yorba Linda Water District



Brandon Young, CPA

CONCURRING PARTNER

ACHIEVEMENTS

Brandon is an expert in Governmental Accounting and Auditing, with over 13 years of experience serving a wide range of clients. He is appointed to serve on the prestigious AICPA State and Local Government Expert Panel, with a three-year term beginning in May of 2023, and also has served on the CalCPA Governmental Accounting and Auditing Committee since 2018.

CONTINUING EDUCATION

As a firm policy, all LSL government staff are required to complete a minimum of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period. Brandon meets the requirements for Government Auditing Standards in governmental CPE.

EXPERIENCE

Brandon has performed all phases of governmental audits with numerous presentations to City Councils, Board of Supervisors, Board of Directors, and Audit Committees over the past thirteen years. He routinely presents at CSMFO, local chapter meetings and CalSACA on current accounting and auditing material. He also regularly teaches current audit and accounting-related material at LSL training seminars, webinars, and client education workshops and training events.

His work has entailed:

- The preparation of the ACFR for entities involved in CSMFO and GFOA in the U.S.
- Audit review and technical assistance throughout the year to deliver the most up-to-date information with current GASB pronouncements
- Presentation of audit results to Audit Committees or others charged with governance
- Risk assessment and evaluation of internal controls with COSO and Federal Green Book
- Single Audits in accordance with new Uniform Guidance

MEMBERSHIPS

AICPA, AICPA SLG Expert Panel CalCPA, CalCPA State GAA, CSMFO, GFOA

EDUCATION

Bachelor of Arts Degree in Accounting, Magna Cum Laude – Vanguard University

LICENSE

Certified Public Accountant
California

ENGAGEMENTS

City of Chula Vista
City of Citrus Heights
City of Dixon
City of Lodi
City of Galt
City of Livingston
City of Menlo Park
City of Newark
City of Pasadena
City of Pleasanton
City of Riverside
City of Roseville
City of Santa Monica
City of Shafter
Coachella Valley Water District
County of Placer
County of Nevada
County of Sutter
County of Yolo
East Bay Municipal Utility District
GDPUD
Inland Empire Utilities Agency
Monterey Peninsula Airport District
Orange County Water District
San Joaquin Council of Gov.
Santa Clarita Valley Water Agency
Union Sanitary District



LICENSE

Certified Public Accountant:
California
Texas

CONSULTING ENGAGEMENTS

City of Manteca, CA
City of Marfa, TX
City of Moses Lake, WA
City of Rancho Cucamonga, CA
City of Redondo Beach, CA
City of Tustin, CA
City of Winters, CA
County of Hidalgo, TX
County of San Bernardino, CA
Georgetown Divide Public Utilities
District, CA
Pomona Valley Transportation
Authority, CA
Puente Hills Habitat Preservation
Authority, CA
Yolo County Public Agency Risk
Management Insurance Auth., CA

AUDIT ENGAGEMENTS

City of Barstow
City of Downey
City of Inglewood
City of Irwindale
City of Lake Elsinore
City of Manhattan Beach
City of Palm Desert
City of Redondo Beach
City of Shafter
Mesa Water District
Ontario International Airport Auth.

Kelly Telford, CPA

CONSULTING PARTNER

ACHIEVEMENTS

Kelly has developed her expertise in accounting and auditing, financial forecasting, budget development, public utilities, investment management, grant management, human resources, and information technology. She has taught classes for GFOA and has presented at annual conferences for CSMFO and GFOA. She is a respected leader in public finance and known for being a change agent and thought leader in organizational strategy.

CONTINUING EDUCATION

130 total hours over the last three years, 104 of which were in governmental accounting and auditing subjects. Kelly meets the requirements of governmental CPE Government Auditing Standards.

EXPERIENCE

Kelly has 20 years of experience working both in and with government agencies including counties, cities, successor agencies, special districts, and native american tribes and tribal casinos. She served as a Director of Finance/City Treasurer for the cities of Seal Beach and Costa Mesa and has served as the Director of Financial Management for the Los Angeles County Community Development Agency. She has also been an auditor and consultant for 14 years specializing in the audits of government agencies.

Her work has entailed:

- Implementation of month-end and year-end close procedures for numerous organizations.
- The preparation of the ACFR for submission for the GFOA award.
- Implementation of new ERP systems, including PeopleSoft, Incode and QuickBooks.
- Audit review and technical assistance throughout the year to deliver the most up-to-date information with current GASB pronouncements
- Presentations to City Councils, Board of Supervisors, Boards of Directors, and Audit Committees
- Currently serves as a technical reviewer for the Government Finance Officers Association (GFOA) Certificate of Excellence in Financial Reporting and the Distinguished Budget Presentation Award Program
- Serves on the CSMFO Professional Standards Committee

MEMBERSHIPS

AICPA, CalCPA, CSMFO, GFOA, TML (Texas Municipal League), GFOA-T (GFOA of Texas)

EDUCATION

Bachelor of Arts, Accounting – California State University, Fullerton



Riley Greenlee, CPA

SENIOR MANAGER

ACHIEVEMENTS

Riley helps our clients prepare and implement their Annual Comprehensive Financial Report (ACFR) for the Government Finance Officers Association (GFOA) award. His background is in government and specializes in leveraging technology in accounting and cybercrime. Riley is certified by the AICPA in cybersecurity advisory services. Riley also serves as a technical review for the Government Finance Officers Association (GFOA).

CONTINUING EDUCATION

As a firm policy, all LSL government staff are required to complete a minimum of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period. Riley meets the requirements for Government Auditing Standards in governmental CPE.

EXPERIENCE

Riley has over 8 years of experience in governmental auditing including financial statement audits, preparation of Annual Comprehensive Financial Reports, Housing Successor compliance audits, TDA compliance audits, Single Audits, and various consulting and agreed-upon procedures projects.

Riley is a regular presenter for the firm's webinars. Some of his presentations have covered accounting and auditing for: cash and investments, pensions, OPEB and treasury controls.

His work has entailed:

- Assisting in the preparation of the Annual Comprehensive Financial Report
- Assisting clients with obtaining the GFOA award of excellence for the first time.
- Presentation of audit results to Audit Committees or other charged with governance.
- Planning the nature, timing, and extent of procedures involved in the audit process audits in accordance with the provisions of Government Auditing Standards and the provisions of the Single Audit Act and the Uniform Guidance
- Risk assessment and evaluation of internal controls with COSO and Federal Green Book.
- Assisting clients with the implementation of new GASB pronouncements including GASB 68, 75, 84, 87, 96 and 100.

MEMBERSHIPS

CalCPA, GFOA

EDUCATION

Bachelor of Arts Degree in Economics and Accounting –
University of California, Santa Barbara

LICENSE

Certified Public Accountant
California

AICPA Intermediate
Single Audit Certificate

AICPA Advanced
Single Audit Certificate

ENGAGEMENTS

City of Burbank
City of Santa Monica
City of Roseville
City of San Juan Capistrano
City of Inglewood
City of Monrovia
City of Dana Point
City of Palm Desert
City of Pasadena
City of Riverside
City of Orange
City of Cypress
City of Lompoc
City of Brea
City of Laguna Beach
San Bernardino Municipal Water
Department
Los Angeles County Development
Agency
Sacramento Transportation Authority
Orange County Fire Authority
Orange County Water District
Yorba Linda Water District
Mesa Water District



Chloe Zabrek

SUPERVISOR

ACHIEVEMENTS

Chloe is a skilled and dedicated senior auditor with a comprehensive understanding of all audit procedures and the ability to identify and resolve complex issues. As an experienced auditor, Chloe plays a crucial role in ensuring accuracy and compliance with both regulatory and professional standards, while focusing on the quality and effectiveness of the audit engagement.

CONTINUING EDUCATION

120 total hours over the last three years, 100 of which were in governmental accounting and auditing subjects. Chloe meets the requirements of governmental CPE Government Auditing Standards.

EXPERIENCE

With 5 years of experience in governmental auditing, Chloe has honed her expertise in all phases of government audits, including ACFR audits, housing authority audits, Transportation Development Act audits, Air Pollution Districts, State department audit, and Single Audits.

Her work has entailed:

- Assisting in the preparation of the Annual Comprehensive Financial Report (ACFR)
- Performing analytical and substantive audit procedures on account balances
- Planning the nature, timing and extent of procedures involved in the audit process
- Assisting clients with the preparation and review of GASB 68, 75, 87, and 96 journal entries
- Review of capital asset, debt service, federal and state award schedules

EDUCATION

Bachelor of Arts in Business Administration with an emphasis in Accounting – Seattle University

Master of Professional Accountancy – University of California, Davis

LICENSE

CPA: *In-Progress*

ENGAGEMENTS

County of Butte
County of El Dorado
City of Diamond Bar
City of Rancho Cucamonga
City of Redondo Beach
City of Roseville
City of San Juan Capistrano
City of Vallejo
South Coast Air Quality District

Engagements at CLA

County of Butte
County of Calaveras
County of El Dorado
County of Glenn
County of Humboldt
County of Kern
County of Lake
County of Mendocino
County of Monterey
County of Placer
County of San Bernadino
County of San Joaquin
County of San Luis Obispo
County of Shasta
County of Stanislaus
County of Tehama
County of Trinity
County of Yuba
City of Benicia
City of Porterville
City of Redding
California Housing Finance Agency
California Infrastructure and
Economic Development Bank
California Cannabis Authority
Eastern Sierra Transit Authority
Sacramento Law Library
San Luis Obispo APCD



AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Annette Juarez, City Clerk

SUBJECT: Adoption of a Records and Information Management Program Policy and Record Retention Schedule as the City of Duarte's Official Records Management Program

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 25-06 adopting a Records and Information Management Program Policy and Record Retention Policy

FISCAL IMPACT: There is no direct financial impact related to this item.

BACKGROUND

The City has been working with Records Control Services, Inc. (RCS), a records management consultant, to create a City-wide records retention schedule (RRS) in order to be in compliance with all applicable legal retention periods and to provide records management training and best practice recommendations to staff in each department.

RCS has worked with staff to develop a proposed Records and Information Management Program Policy and revised Record Retention Schedules.

DISCUSSION/ANALYSIS

The retention of public records is in accordance with Government Code §7920.000 et seq., the California Public Records Act (CPRA), an act designed to allow the inspection and/or disclosure of public agency and government records to the public upon request.

The CPRA defines a public record as “any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.” Although it provides an expansive definition of “writing,” it does not specify the retention period for public records. Instead, Government Code §34090 provides general retention periods for various categories of documents classified as public records.

At its June 9, 2009 meeting, the City Council adopted Resolution No. 09-R-18 adopting a RRS for the City's Human Resources records and at its January 27, 2015, meeting, the City Council adopted Resolution No. 15-R-02 adopting a RRS for the City's Finance Division's records. However a RRS with retention requirements for other City departments has not been adopted.

On March 21, 2023, the City contracted with Records Control Services, Inc. (RCS) to develop a Records Management Policy, and to create a City-wide Records Retention Schedule to accurately represent all types of records maintained in the City's departments including Federal and State statutory retention requirements.

The project timeline was split into the following two phases.

- ***Phase 1: RIM Policies/Procedures & Retention Schedules***

1. Introduce the program to City staff and management.
2. Review and evaluate the City's current retention schedules and records management related policies and procedures.
3. Submit and review a model Records Management Policy with the City Clerk, modify as needed.
4. Evaluate records storage and management systems:
 - a. Analyze active and inactive physical filing systems, access activities and quantities.
 - b. Review physical file listings, taxonomy and/or classification guides, if any.
 - c. Review electronic document repositories, as needed.
 - d. Create a uniform record series classification index by City function and group/division.
5. Develop records retention schedules:
 - a. Research governmental and regulatory body minimum required retention periods.
 - b. Assign suggested retention periods and summary descriptions of legal citations to each listed record series in the uniform classification index.
 - c. Submit to and review draft retention schedules with City staff.
 - d. Integrate operating retention requirements and administrative retention decisions into schedules, where needed.
 - e. Add special series aspects to the retention schedules, where needed.
 - f. Submit retention schedules to City staff for final review and approval.
 - g. Review final draft retention schedules and policy suggestions with the City Clerk.
 - h. Submit final draft retention schedules, in electronic format, for the City's legal counsel to review.
6. Assist the City Clerk in creating a staff report for retention schedule approval by the City Council.

- ***Phase 2 – Retention Schedule Training***

1. Develop a Records Retention Program reference guide for staff and management.
2. Review reference guide with the City Clerk, modify as needed.
3. Provide training sessions to staff.

The proposed schedule has been reviewed and approved by each of the Department Heads, the City Manager, City Attorney, and the City Clerk. The Records and Information Management Program Policy has been reviewed and approved by the City Manager, Assistant City Manager, City Attorney and the City Clerk.

The adoption of Resolution No. 25-06 would create the official City of Duarte Records Management Program and would rescind and supersede Resolution No. 09-R-18, which adopted the Human Resources RRS and Resolution No. 15-R-02, which adopted the Finance Division RRS.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 25-06 adopting a Records and Information Management Program Policy and Record Retention Policy.

FISCAL IMPACT

There is no direct financial impact related to this item.

ATTACHMENT

- A. Resolution No. 25-06 adopting a Records and Information Management Program Policy and Record Retention Policy
- B. Records and Information Management Program Policy
- C. Final Draft Retention Schedules

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

RESOLUTION NO. 25-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING A RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY AND RECORD RETENTION SCHEDULE AS THE CITY OF DUARTE'S OFFICIAL RECORDS MANAGEMENT PROGRAM

WHEREAS, it is necessary for the efficient operation of the City to follow a procedure for the retention of City documents and other records, as well as follow a schedule for the destruction of obsolete records; and

WHEREAS, the adoption of a Records Retention Schedule facilitates the orderly and efficient transfer, retention, and disposition of records in a responsible and timely manner; and

WHEREAS, the State of California and the Federal Government have specified time periods in which public records are required to be retained; and

WHEREAS, California Government Code (GC) Section 34090 et. seq. sets forth certain legal requirements relating to the retention of certain municipal records and provides a procedure whereby City records that have served their purpose and are no longer required may be destroyed; and

WHEREAS, the City of Duarte did not have an official Records Management Program to facilitate the orderly and efficient transfer, retention, and disposition of records of the City of Duarte in a responsible and timely manner; and

WHEREAS, City staff finds that the current retention schedule does not accurately reflect all of the City's records nor does it contain references to relevant government codes that govern the retention of specific records;

WHEREAS, the City hired Records Control Services, Inc., a firm specializing in government records management, which recommended inclusion of a policy as part of the Records Management Program and creation of a Retention Schedule and;

WHEREAS, the City Attorney and City Clerk have reviewed and approved the proposed Records and Information Management Program Policy and revised Record Retention Schedules making up the City of Duarte's proposed official Records Management Program; and

WHEREAS, in accordance with provisions of GC Section 34090 et. seq., the City Council hereby acknowledges that the City Attorney's signature on this Resolution constitutes written consent under GC Section 34090 et. seq. for the destruction of obsolete and unnecessary records and documents in accordance with the City of Duarte's Record Management Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Duarte does declare the following:

SECTION 1. The Records and Information Management Program Policy (the "Policy"), attached hereto as Exhibit A, and the Record Retention Schedule (the "Retention Schedule"), attached hereto as Exhibit B, of this Resolution are hereby adopted together as the City of Duarte's official Records Management Program (the "Program").

SECTION 2. Amendments or updates to the Program, consisting of the Policy and Retention Schedules, shall be approved only by City Council resolution.

SECTION 3. The City Clerk or their designee shall have authority to amend the Policy and Retention Schedules from time to time in accordance with changes to State and Federal law that affect procedural requirements and retention periods of City records.

SECTION 4. In accordance with the Policy, the City Clerk or their designee is hereby authorized and shall have ongoing authority, without further approval by the City Council and with the consent of the City Attorney and City Manager, for destruction of City records based on the Retention Schedule.

SECTION 5. This Resolution shall become effective immediately upon adoption.

PASSED APPROVED AND ADOPTED this 25th day of March 2025.

Cesar A. Garcia
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, 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. 25-06 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of March 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Annette Juarez
City Clerk



RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY

**CITY OF DUARTE
RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY**

1. PURPOSE

This Records and Information Management Program Policy (“Policy”) establishes comprehensive and uniform methods for the cost effective and efficient management of the City’s public records (including creation, utilization, maintenance, security, retention, storage, preservation, and destruction), in accordance with legal requirements and professional standards.

2. SCOPE

This Policy is established by the City in accordance with all relevant federal, state, and local laws, and contractual requirements. In particular, this Policy is established in accordance with the State Record Retention laws (Government Code §34090, *et seq.*) as well as the California Public Records Act (Government Code §7920, *et seq.*). Additionally, where relevant to the needs of the City’s management of records, the City has incorporated provisions from professional standards and guidelines. All physical hardcopy or electronic documents, sound, or video works created by employees while executing the City’s business are records under this policy regardless of whether they are managed in a formal process by the employee’s department or kept by an employee or their work unit for reference or any other purpose.

3. AUTHORITIES

The legal authorities and professional guidelines applicable to the management of City records include, but are not limited to, the following:

- 3.1. **Federal and State Law** Numerous Federal and State laws related to minimum record retention requirements and statutes of limitations apply to different types of records. Each record series listed in the Record Retention Schedules will have applicable laws cited.
- 3.2. **Government Code §34090 *et seq.*** The principal provisions of California law applicable to City Record Retention requirements are addressed in Government Code §34090, *et seq.*, which generally require original public records to be retained for a minimum of two years and sets forth other requirements for the retention and destruction of specific public records. This Policy establishes the procedures consistent with the provisions within the state law for the destruction of original public records which have been retained for at least the minimum retention period and are no longer required by the City for business or historical purposes. The Policy also addresses the destruction of records which have been replaced by “Trusted Copies” (GC §34090.5) and the destruction of “Duplicate Copies” (GC §34090.7). Per subsections of the code, the state law provisions do not authorize the destruction of:
 - a. Records affecting title to real property or liens thereon
 - b. Court records
 - c. Records required to be kept by statute
 - d. Records less than two years old
 - e. The minutes, ordinances, or resolutions of the legislative body or of a city board, agency or commission
- 3.3. **Government Code §6200 *et seq.*** Except as otherwise provided by Government Code §34090 *et seq.* provides that any City employee who is found guilty of willfully destroying (including altering, falsifying, mutilating, defacing, or stealing, in whole or in part) a public record may be punished by imprisonment of up to four years.
- 3.4. **Government Code §7920 *et seq.*** The California Public Records Act (Government Code §7920 *et seq.*) provides definitions for “writings” and “public records” for the purpose of determining which public documents are required to be disclosed to the public upon request and which public documents are confidential or otherwise exempt from disclosure.

**CITY OF DUARTE
RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY**

- 3.5. **Professional Standards and Suggested Retention Guidelines** Selected professional associations and other governmental agencies, such as the California Secretary of State, the Department of Justice, and the City Clerk’s Association of California, have published standards, model retention guidelines, and/or articles recommending retention periods for different types of records. Although these standards and guidelines are not binding upon the City, the City will take these documents into consideration in establishing the City’s Record Retention Schedules and, where applicable, the City will identify deviations from these suggested guidelines within the Record Retention Schedules.
- 3.6. **2 CCR §22620 et seq.** The State of California provides requirements and guidelines for Trustworthy Electronic Document or Record Preservation. This includes requirements for electronic document format, such as PDF/A, system backups, file compression, security, and policies and procedures for retaining official documents or records created or acquired using a trusted system.
- 3.7. **Government Code §12168.7** In addition to the State’s Trustworthy Electronic Document or Record Preservation requirements, the State sets standards for “trusted systems” to acquire electronic documents when the City collaborates with State agencies. These standards define what a trusted system is and how records must be preserved using trusted systems, including cloud computing services for records storage.

4. DEFINITIONS

- 4.1 **Active Records:** Records referenced and readily accessible in the general conduct of current City business.
- 4.2 **Annual Destruction:** Time period during the month of January of each year when the City Clerk’s Office coordinates with Records Coordinators to destroy records pursuant to the requirements of the Program and the Record Retention Schedules. Beyond this time, Records may also be destroyed by Records Coordinators according to the Record Retention Schedules and this Policy at any point after designated as obsolete if the records are not maintained more than 1 year beyond the date the record is eligible for destruction.
- 4.3 **Citation(s):** “Citations” listed in the Record Retention Schedules are the legal bases for a minimum retention period, as required by federal, state, regional and/or local governmental agencies.
- 4.4 **Confidential Record:** There are many sources of legal authority that define a “Confidential Record” including, but not limited to, the *California Public Records Act*, Government Code §7920 through §7931. Therefore, it would be impractical to list all definitions of a “Confidential Record” within this Policy. If there is any question as to whether a record is a Confidential Record, staff should consult with the City Clerk and/or City Attorney prior to disclosure.

In general, a “Confidential Record” is any record not disclosed to the public unless directed by court order. Examples of a “Confidential Record” may include, but are not limited to, the following:

- a. Personnel records:
Examples include any personnel, medical or similar files, the disclosure of which would cause an unwarranted invasion of personal privacy.
- b. Pending litigation or claims:
In general, Government Code §7927.200 provides that when litigation or a claim is filed against the City, the records pertaining to the litigation or claim are exempt from public disclosure until the litigation or claim has been adjudicated or settled.
- c. Attorney/client privilege and attorney work product:
It should be presumed that all communications from the City Attorney’s office on behalf of the City are subject to attorney/client privilege, and the communications should be protected accordingly.

CITY OF DUARTE
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d. Police records and investigative reports:

Examples include, but are not limited to, a wide variety of records such as:

- Police investigations, intelligence, analysis, and conclusions
- Information that may endanger the safety of any person
- Juvenile records
- Active case files

e. Feasibility studies for property acquisition or public contracts:

Unless required to be disclosed by eminent domain law, feasibility studies relative to the acquisition of property, or to prospective public supply and construction contracts, are not disclosed until all the property has been acquired or until the contract or agreement has been executed.

Proprietary information obtained by the City:

Proprietary information will not be disclosed if any of the following apply:

- a. The outside party providing the information submits the information with the expressed intention to maintain the confidence.
- b. The information has not previously been disclosed to others.
- c. The outside party has a reasonable expectation that the information will be maintained in confidence based upon how the City obtained the information.

Examples include, but are not limited to, financial information or computer source code submitted as a condition of a license, permit or certificate.

f. State Board of Equalization data:

The City may collect and store confidential information about taxpayers and send this information to the California State Board of Equalization (Board). The City and the Board have a responsibility under the law to protect this information from unauthorized access, use, and disclosure.

Taxpayers may authorize the transmission of confidential information via e-mail by providing written authorization to the City or to the Board. If authorization is provided, the confidential information will only be sent to individuals who have a legitimate business need to view the information (the taxpayer and/or their representative).

In addition, the City also receives information from the Board that is confidential information regarding the sales tax generated by specific businesses in the City of Duarte that, under State law, is confidential.

Public Interest Balancing Test

If a writing does not fit a specific category of exemption, the writing *may* still be exempt if it meets the Public Interest Balancing Test. According to Government Code §7922, “The agency shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of [the Public Records Act] or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.” Since there is a significant body of case law analyzing this balancing test, City staff must consult with the City Attorney’s office when determining whether a record may be disclosed upon request.

- 4.5 **Databases:** “Databases” consist of electronic files and fields of data, which manage and store information useful to the department or division. “Databases” are modified over time through the addition, deletion, or modification of data. “Databases” may be maintained by the City or hosted by outside sources. The specific policy regarding databases can be found in Section 6.1.6.

CITY OF DUARTE
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- 4.6 **Duplicate Copy:** A record that is a copy of an Official Record if the copy is not within the definition of a “Trusted Copy.” In addition to hard copies of Official Records, “Duplicate Copies” also include, but are not limited to, database backups or other copies of electronic records.
- 4.7 **Electronic Mail (E-mail):** Messages and communications transmitted over internal and external networks are considered “Electronic Mail.” The City considers “Electronic Mail” a transitory record, and the City’s policy on “Electronic Mail” is addressed in Section 6.1.5 and referenced by resolution.
- 4.8 **Electronic Records:** Records that contain information readable by machine or computer, and which may include information such as text, numbers, graphs, line drawings, pictures, images, video or sound are considered “Electronic Records.” Examples of “Electronic Records” include, but are not limited to, the following:
- Audio or video recordings
 - Databases
 - Digital images
 - Presentation graphics
 - Word processing files
 - Spreadsheet files
- “Electronic Records” reside on, but are not limited to, media such as magnetic disks or tapes, audio or video cassettes, optical disks, DVDs, CDs, hard drives, or memory sticks.
- 4.9 **Historical Records:** Records valuable to future researchers that document accomplishments, changes, and growth of the City.
- 4.10 **Inactive Records:** Records that are no longer referenced, nor required to be readily accessible, in the general conduct of current City business. Such records may be stored at an off-site storage location or within the work area during their required retention period.
- 4.11 **Indexes and Metadata:** Information supporting a record that is unique and distinguishes one record from another. “Indexes” and “Metadata” may include, but are not limited to, record titles, record series codes, sequential identification numbers, dates, Office of Record, project number, account number, or other source information describing the record’s contents. Such information, in and of itself, does not constitute a record.
- 4.12 **Litigation Hold:** A temporary hold on destruction of any documents potentially relevant to reasonably anticipated, pending or threatened litigation.
- 4.13 **Media:** The physical format in which a record is maintained including, but not limited to, paper, photographic, micrographic, computer storage, and any other recording or storage method.
- 4.14 **Non-record Writing:** Any writing which is not within the definition of a Record. Examples of “Non-record Writings” include writings that are not directly related to the conduct of the City’s business and/or are used specifically for reference including, but not limited to, textbooks, brochures, catalogs, or seminar announcements.
- 4.15 **Official Record:** An “Official Record” is the original record or “Trusted Copy” having the legally recognized and enforceable quality of any writing containing information related to the conduct of the City’s business.
- 4.16 **Office of Record (OOR):** The department within the City that is responsible for maintaining a particular record series in accordance with this Policy and the Record Retention Schedules is considered the “Office of Record”. The Record Retention Schedules identify the “OOR” for each record series. Typically, the “OOR” is the department that originates the record. Exceptions may be noted on the Record Retention Schedules.
- 4.17 **Permanent Records:** Records that are required to be kept in perpetuity, usually identified by statute or other written guidance. Examples include, but are not limited to, original minutes, ordinances, resolutions, and land grant deeds.

CITY OF DUARTE
RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY

4.18 **Record:** For retention purposes, a Record includes any writing containing information relating to the conduct of the business prepared, owned, used, or retained by the organization regardless of physical form or characteristics. Records include the subsets of trusted copies, confidential records, vital records, historical records, active records, inactive records, electronic records and transitory records, as defined within this Policy.

4.19 **Record Inventory:** An inventory of a department's records where the following information is recorded:

- The type of record (record series)
- The date range of the records
- The volume of the records
- The format of the record (paper, microfilm or electronic)

An inventory helps build and maintain the Record Retention Schedules.

4.20 **Record Retention Schedules:** "Record Retention Schedules" list all record series which are prepared, owned, used, or retained by the City, and identify the required retention period for each record series. The "Record Retention Schedules," and any amendments or updates, are approved by City Council resolution.

4.21 **Record Series:** A set of records which are created, stored and maintained together. "Record Series" are used as a method to organize records by function and/or document type within the City. Examples of different "Record Series" include, but are not limited to, the following:

- Contracts
- Purchase Orders
- Resolutions
- Minutes of official meetings
- Timecards
- Financial Statements

4.22 **Records Center:** A designated area for the storage of inactive records, which is well-organized to allow for efficient retrieval of records as needed from the department. Departments shall maintain custody and control over their records and ensure prompt and efficient handling and destruction of records pursuant to the Record Retention Schedules.

4.23 **Records Coordinators:** Designated staff within each department or division that are intimately familiar with records maintained in their department or division. The person is the main point of contact between the City Clerk's Office and staff regarding the City's Records Management Program and this Policy as it relates to records in their department or division.

4.24 **Retention Period:** A "Retention Period" is the length of time that a particular record is retained by the City before it is disposed of in accordance with this Policy. The "Retention Periods" for City records are identified on the Record Retention Schedules.

4.25 **Transitory Records:** A writing with only transitory (short-lived) value since the information is used for a relatively short period of time. Examples include, but are not limited to, the following documents that are not retained in the ordinary course of business:

- Preliminary drafts
- Notes
- Interagency/intra-agency memoranda
- Voicemail
- Handheld recorders

**CITY OF DUARTE
RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY**

- 4.26 **Trusted Copy:** A “Trusted Copy” is a copy of an originally created record if the copy is created on a Trusted System. “Trusted Copies” are photographically, or electronically generated documents controlled by daily operational procedures and policies to ensure reasonable expectations of document integrity, free from physical or electronic additions, subtractions or other modifications that would change the content of the original document.

Once a “Trusted Copy” is created, it will replace the original source document, and the “Trusted Copy” must then be retained as the Official Record in accordance with the requirements of this Policy and the Record Retention Schedules.

- 4.27 **Trusted System:** As defined by GC §12168.7(c), “Trusted System” means a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored.”

Thus, a “Trusted System” includes any method of creation, management and/or storage of an Official Record, as defined within this Policy.

- 4.28 **Vital Record:** Includes records that are needed to continue or resume basic City operations in the event of a disaster.

- 4.29 **Writing:** As defined by Government Code §7920.545, “Writing” means any handwriting, typewriting, printing, photo stating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.”

Thus, “Writing” is a comprehensive definition that includes the subsets of public records, trusted copies, confidential records, duplicate copies, non-record writings, vital records, historical records, active records, inactive records, electronic records, and transitory records, as defined within this Policy.

5. RESPONSIBILITIES

Active management of the City’s records is required to ensure that the records are properly maintained. This section identifies elected officials and staff members responsible for managing the City’s records.

5.1 City Council

The City Council reviews and approves this Policy, the Citywide Records Management Program, the original Record Retention Schedules, and any amendments to the Policy.

5.2 City Manager

The City Manager (or designee) shall be responsible for administering this Policy and approving minor amendments and administrative changes to the Record Retention Schedules.

5.3 City Attorney

The City Attorney (or designee) shall be responsible for the following:

- a. Providing legal review and approval to any proposed amendments to this Policy or the Record Retention Schedules.
- b. Providing legal review of changes in the law relating to this Policy and the Record Retention Schedules.
- c. Notifying the affected OOR and the City Clerk when the City must suspend the destruction of records due to pending or potential litigation, discovery requests, or for any other reason.
- d. Reviewing all requests for records destruction and exercising discretion to approve or deny requests for destruction in accordance with this Policy.
- e. Forwarding all approved requests for destruction to the City Clerk.

CITY OF DUARTE
RECORDS AND INFORMATION MANAGEMENT PROGRAM POLICY

5.4 City Clerk

The City Clerk (or designee) shall be responsible for the following:

- a. Implementing and coordinating the City's Records and Information Management (RIM) program.
- b. Providing review and approval to any proposed amendments to this Policy or the Record Retention Schedules.
- c. Disseminating information and providing RIM program training to departments.
- d. Establishing and maintaining a program to assist departments in the destruction of records once their respective retention periods have expired.
- e. Assisting all departments in complying with this Policy.
- f. Performing periodic training to assist departments in complying with the Record Retention Schedules and this Policy.
- g. Providing review of changes in records management practices relating to this Policy and the Record Retention Schedules.
- h. Receiving City Attorney approved requests for records destruction for final review and processing.
- i. Maintaining the Official Record of all documents related to the City's RIM program, and any amendments or updates thereto, including the following:
 - Policy
 - Record Retention Schedules
 - Lists of Records Coordinators and alternates
 - Master Index of Record Series, as submitted by each department
 - Requests for Destruction of Records
 - Authorizations to Destroy Records
 - Certifications of Destroyed Records

5.5 Department Directors

Department Directors are responsible for the following:

- a. Administering the City's RIM program in their respective departments and overseeing that Policy parameters are implemented in a timely manner.
- b. Appointing a Records Coordinator, and an alternate, to work with the City Clerk's Office to implement this Policy. Large departments with several divisions may have multiple Records Coordinators and alternates.
- c. Establishing and maintaining an inventory of departmental records and providing an updated electronic copy to the City Clerk, when requested. The inventory shall identify the following aspects of each record:
 - Associated records series
 - Activity status (e.g., active, inactive)
 - Media format of the Official Record
 - Importance (e.g., vital, historical, confidential), where applicable
- d. Coordinating with the City Clerk's Office in the development of a departmental Record Retention Schedule.
- e. Periodically reviewing its departmental Record Retention Schedule to ensure that the schedule is complete, current and accurate.
- f. Providing the City Clerk's Office written proposed amendments to the Record Retention Schedule, when needed.
- g. Ensuring the security of records that have been identified as confidential.
- h. Notifying the City Clerk's Office of any information received regarding legal issues related to the retention of records within their department.
- i. Reviewing proposed changes to the Record Retention Schedule, as prepared by the City Clerk's Office and City Attorney.
- j. Reviewing requests for the destruction of departmental records as authorized by this Policy and the Record Retention Schedules and forwarding such requests to the City Attorney.

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- k. Approve the destruction of Duplicate Copies, Transitory Records, and Non-Records in accordance with this Policy.
- l. Providing written notification to the City Manager and the City Clerk's Office of any discrepancies or violations of this Policy or the Record Retention Schedule within their department.

5.6 Records Coordinators

The Records Coordinator(s) for each department, under the direction of the Department Director, are responsible for:

- a. Creating an index of department records series, and working with the City Clerk, or designee, to develop a Record Retention Schedule.
- b. Informing and updating employees in the department about this Policy and the department's Record Retention Schedule.
- c. Ensuring that active records within the department are maintained according to methods described in this Policy and the department's Record Retention Schedule.
- d. Maintaining the security of records that have been identified as confidential.
- e. Maintaining a master inventory of all department records kept internally and at off-site storage facilities.
- f. Monitoring all records that are sent off-site for storage to ensure the records are properly packaged and labeled, accurately and completely inventoried, and assigned proposed disposition dates.
- g. Coordinating all requests to retrieve documents from off-site storage and ensuring that documents are returned to off-site storage in a timely manner.
- h. Annually reviewing records and preparing a list of records eligible for destruction when the retention period has expired, as described in this Policy and the Record Retention Schedule.
- i. Securing the Department Director's approval for destruction of records when the retention periods have expired.
- j. Ensure the destruction of Duplicate Copies, Transitory Records, and Non-Records in accordance with this Policy.
- k. Providing written notification to their Department Director of any discrepancies or violations of this Policy or the Record Retention Schedule within their department.

5.7 City Staff

Any City staff member who routinely works with the City's records, as required by their assignment, is responsible for:

- a. Reviewing this Policy and their department's Record Retention Schedule.
- b. Maintaining the security of records that have been identified as confidential.
- c. Retaining Duplicate Copies, Transitory Records and Non-records only if they are of direct importance to the current operation of their department.
- d. Surrendering all City records to their supervisors, the City Clerk, City Manager, or City Attorney, when requested.
- e. Providing written notification to their Records Coordinator(s) and Department Director of any non-compliance with this Policy or the Record Retention Schedule.

6. POLICY

The Policy for the management, storage and preservation, and destruction of records is as follows:

6.1 Management of Records

6.1.1 Access Controls

All documents, writings, or other forms of information prepared, owned, used, produced, acquired, or retained by employees in the course of their duties, regardless of physical form or characteristics, are the exclusive property of the City. Employees shall have no expectation of privacy relating to City records.

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When it is necessary for employees to work on physical documents away from the City, those documents must be returned to the City, and all copies deleted from the outside location, within 72 hours of final use or reference. Employees shall not have any City physical records in such places as private homes.

When it is necessary for employees to work on electronic documents away from the City, those documents must only be accessed via a City Device, and no copies shall be stored on private computer equipment or other electronic media.

Records managed by outgoing officials, employees, contractors, or volunteers shall be delivered to their successors prior to separation from the City.

6.1.2 Migration of an Original Record to a Trusted Copy

To ensure the accuracy of a Trusted Copy, employees of the OOR must follow the department's approved process before replacing an original record.

Before designating a record as a Trusted Copy, legibility must be validated, and indexes or metadata confirmed as accurately reflecting the content of the original record.

Once the Trusted Copy has been validated and designated as the Official Record, the original record shall be immediately destroyed in the approved manner, unless maintenance and retention of the physical records is required by statute, such as governing body Minutes, Resolutions and Ordinances.

6.1.3 Historical Records

Historical Records are records that are valuable to future researchers to document the accomplishments, changes, and growth of the City. Record Series' that may contain historical records will be identified within the Record Retention Schedules. Historical Records may be maintained within each department based on individual departmental procedures.

In the normal course of business, the historical value of a record may not be apparent. Routine business practices may cause certain records to be destroyed before or after historical value is determined.

6.1.4 Confidential Records

There are many sources of legal authority to exempt a record from disclosure including, but not limited to, the California Public Records Act, Government Code §7920 through §7931. It would be impractical to list all definitions of "confidential" records in this Policy. If there is any question as to whether a particular record should be designated as "confidential," the Department Director will consult the City Attorney.

Confidential records must be maintained with sufficient security, and in accordance with applicable laws, to protect their contents from unauthorized access. Departmental procedures to ensure the security of confidential records will be the responsibility of the Department Director.

6.1.5 E-mail Communication

E-mail messages and any electronic attachments will be reviewed regularly to determine relevance to current City business. When relevant, the e-mail must be converted to an electronic record, or printed in hard copy, and retained with the associated topic or record series (e.g., project file, purchase order, professional services agreement) for the required retention period as designated in the Record Retention Schedules.

Routine e-mail messages are comparable to telephonic communications and are considered either Transitory Records or Non-records. Such e-mail is not intended to be retained in the ordinary course of City business, and the informational content of such communications is neither necessary nor intended to be preserved for future City use or reference.

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E-mail systems are not intended to be, and will not be, used for the electronic storage or maintenance of official records, or as document management systems. E-mail communications are retained pursuant to the adopted Email Policy.

6.1.6 Databases

For Record Retention purposes, the City considers all databases, whether residing on City systems or hosted by an outside source, to be Transitory Records. The blanket retention period for databases is “Until Superseded” to reflect that only the current version has informational value to the City.

The OOR that uses, maintains and modifies a database must assure the information contained within the database is correct and accurate, and has the obligation to produce information from the database, as needed, to perform City business. Due to the transitory nature of databases, periodic reports produced from a database, and used for administrative, fiscal, legal or historical purposes, may become Official Records. Reports designated as Official Records must be maintained in accordance with the Record Retention Schedules.

For example, the City’s Annual Budget Report captures the financial position at the end of a fiscal year, and is used to inform the City Council, staff and citizens of the City’s financial state. Thus, the report must be retained for the retention period designated in the Record Retention Schedule to reflect operational needs.

6.2 Storage and Preservation of Records

6.2.1 Active Records

Storage and preservation methods for active Official Records must meet all the following minimum specifications:

- a. Records must be stored and maintained using complete inventories and accurate indexes which allow them to be identified, retrieved and disposed of in an expeditious manner.
- b. Records must be maintained so they are readily accessible to conduct current City business.
- c. Storage systems for Official Records will accommodate hard-copy or electronic records and must also conform to the requirements of a Trusted System. Migration of original records to electronic form requires a process that complies with Section 6.1.2 of this policy.

Cloud or Hosted Electronic Records

Cloud stored or hosted electronic records must follow the City’s record retention schedules.

6.3 Destruction of Records

6.3.1 Destruction of Physical or Electronic Records

The City Clerk’s Office oversees and administers the Program, Record Retention Schedules, and the annual destruction of records. This applies to all records, regardless of format.

Annual destruction of records occurs in January of each year and departments may request authority to destroy records at that time or any time during the year. Departments must complete destruction processes at least once each calendar year to stay in compliance with the Program and Record Retention Schedules.

Departments must identify all records eligible for destruction pursuant to the Record Retention Schedules and submit a Records Destruction Request Form to the City Clerk’s Office by or before December 31st of the year prior to the record’s obsolescence. The form shall list all documents to be shredded, deleted, or otherwise destroyed and the corresponding retention periods pursuant to the Record Retention Schedules. The Department Director or designee must approve and sign the Records Destruction Request Form and submit it to the City Clerk’s Office.

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The City Clerk's Office are responsible for reviewing and approving or denying all requests and checking with the City Attorney's Office for any litigation holds, by February 1st of the year in which obsolete records may be destroyed.

6.3.2 Destruction of Original Records After Migration to a Trusted Copy

Once an original record has been migrated to a Trusted Copy, in accordance with the procedures for creating a Trusted Copy, the original record may be immediately destroyed in the approved manner.

6.3.3 Destruction of Duplicate Copies

No Duplicate Copy will be maintained longer than the retention period of the Official Record and may be destroyed at any time within the retention period.

Department Directors will ensure that employees follow the established procedures within Section 7 of this Policy. Prior to the destruction of a Duplicate Copy, the employee shall ensure that:

- a. The writing is, in fact, a Duplicate Copy and not an Official Record.
- b. The writing is no longer required for the operational needs of the department.

Duplicate Copies of certain records may be requested by, and provided to, outside entities via the California Public Records Act, legal discovery or other valid and approved methods of dispersion. The City realizes that it neither has control over, nor can it enforce the storage, management and disposal of, Duplicate Records released to outside entities.

6.3.4 Destruction of Transitory Records

A Transitory Record may be destroyed at any time. Prior to the destruction of a Transitory Record, the employee shall ensure that:

- a. The writing is, in fact, a Transitory Record and not an Official Record.
- b. The writing is no longer required for the operational needs of the department.

6.3.5 Destruction of Non-Records:

A Non-Record may be destroyed at any time. Prior to the destruction of a Non-Record, the employee shall ensure that:

- a. The writing is, in fact, a Non-Record.
- b. The writing is no longer required for the operational or reference needs of the department.

6.3.6 Destruction of Information on Obsolete Electronic Equipment

Certain electronic equipment, including Trusted Systems, used by the City may contain methods of electronic storage of City information. This information may be captured and stored as the equipment is used in the normal course of business.

The City understands that, as electronic equipment and technology change, information processing systems and new storage methodologies may allow for the capture of confidential and non-confidential City information.

Prior to decommissioning the equipment, the responsible department shall ensure that all information relating to City business will be deleted or otherwise made illegible from any data storage systems on or within the equipment. Under no circumstances shall any electronic equipment be released from City property for recycling, destruction or other disposition until the City information has been deleted. Written confirmation of the destruction of the information will be provided to the City Clerk.

6.3.7 Destruction of Non-paper Media Records

Official Records stored on non-paper media must be destroyed in a manner consistent with this Policy. Documentation for the destruction of these records shall be prepared and retained in accordance with Section 7 of this Policy.

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After all Official Records stored on non-paper media (e.g., magnetic tape, disks, diskettes, or other magnetic medium) have been destroyed, the medium itself may be reused, recycled or destroyed.

7. PROCEDURES

The Procedures for the management, storage and preservation, and destruction of records are as follows:

7.1 Access to Electronic Records Systems

A Department Director, or designee, shall approve access to electronic records systems for any employees, contract employees, consultants, or volunteers, as needed to fulfill the requirements of their employment.

Any electronic records system is subject to audit on a periodic basis. An audit may include operations performed on the database, the date and time an operation occurred and by whom, the database record number, the database index and/or metadata associated with the record, or any other pertinent data where practical.

7.2 Process for Scanning and Imaging of City Records and Documents

Laserfiche is the City's document management system for archiving electronic Trusted Copies and for electronic copies of documents for which there is no legal authorization for destruction (e.g., records affecting title to real property or liens thereon; minutes, ordinances, or resolutions of the legislative body or of a city board, agency, or commission). These documents may be stored within Laserfiche as a Portable Document Format for Archiving (PDF/A), indexed as required by this Policy, and searchable utilizing Optical Character Recognition (OCR).

Laserfiche is also used by departments as an operational tool for access and storage of documents related to current City business.

Procedures for scanning a hard-copy document as a PDF/A image for storage in Laserfiche as an Official Record shall be established and reviewed periodically by each department, based upon their specific needs. Priority shall be given to those records that must be retained on a permanent basis, and to those records which need to be frequently retrieved. Examples of records eligible for scanning include, but are not limited to, the following:

- Ordinances & Resolutions
- Minutes
- Plans and Permits
- Contracts and Agreements
- Approved Construction Plans

Departments shall review and purge unnecessary documents from their records prior to scanning. Purging involves evaluating documents within a record, and discarding documents determined to be Transitory Records, Duplicate Copies or Non-Records.

After the PDF/A images are created, the department shall verify the images are legible and complete. Images will be verified, indexed, and the OCR process completed as soon as possible after scanning occurs.

When creating an electronic Trusted Copy, the department must determine that the original record has been successfully transferred into electronic format as defined above. The original record may then be destroyed in accordance with this Policy.

Non-scanned images must be imported into Laserfiche in PDF/A format, indexed and the OCR process completed, thereby meeting all the same requirements as described above for scanned images.

These procedures will be evaluated by the City Clerk and updated, as needed.

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7.3 Destruction of Official Records

Official Records, for which the retention period identified on the Record Retention Schedules has elapsed, will be destroyed in accordance with this Policy. Unless placed on legal hold by the City Attorney, records designated for destruction must be destroyed within the calendar year after the record expires.

A record that expires during the current calendar year must be destroyed by December 31st of the following calendar year. For example:

<u>If expiration occurs on:</u>	<u>Then destroy no earlier than:</u>	<u>or no later than:</u>
January 1, 2025	January 1, 2026	December 31, 2026
December 31, 2025	January 1, 2026	December 31, 2026

Periodic reviews of records will be performed by Records Coordinators. Additionally, to ensure compliance with this Policy and the Record Retention Schedules, the City Clerk will annually designate a date for departments to review their records and prepare requests for destruction.

Records for which the retention period has elapsed must be identified and included on a Destruction Approval Form, which is signed by the Department Director and forwarded to the City Clerk. The City Clerk will review the form for completeness and then forward the form to the City Attorney (or designee) for approval along with a complete inventory listing of the records to be destroyed.

Upon approval, the City Attorney shall return the form and inventory listing to the City Clerk for final review and processing.

Hard-copy records approved for destruction must be destroyed by the City Clerk (or designee) using one of the following methods:

- **Recycle Bin:** Expired documents that are not confidential.
- **Shredding:** All other records approved for destruction.

NOTE: Commercial services may be used for destruction of paper documents, provided that destruction is completed at City facilities.

Destruction of Official Records in electronic format must follow the same approval process as outlined above for the destruction of hard-copy records. Upon approval, electronic records must be destroyed using methods that permanently delete the records.

The destruction process must include all Duplicate Copies of the Official Record, regardless of which department maintains the duplicates.

Following the destruction of records, the City Clerk (or designee) shall certify that the records have been destroyed. All certificates of destruction shall be maintained by the City Clerk.

City of Duarte
Record Retention Schedules and UFIRST Index

01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AD - After Disposition, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EY - Event Year, H - Historical, IND - Indefinite, L - Life of Board, Building, Vehicle, Registrant, Improvement or System, P - Permanent, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
01-01-00	Administrative Materials					
01-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-01-02	Correspondence & Reports - External	Not related to a specific record series in the schedules.	City-wide		CY+2, AR	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
01-01-03	Correspondence & Reports - Internal	Not related to a specific record series in the schedules.	City-wide		CY+2, AR	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
01-01-04	Departmental Goals/Objectives		City-wide		S+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines recommends retaining for 2 years after superseded.
01-01-05	Administrative Policies & Procedures	Does not include personnel rules, regulations, policies & procedures.	City-wide		S+2	GC 34090; 2 year minimum CCP 343; 4 years to commence action Administrative Record, State of California Guidelines recommends retaining for 2 years after superseded.
01-01-06	Staff & Interdepartmental Meetings	Includes informal meeting agendas.	City-wide		EY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
01-01-07	Surveys, Studies & Questionnaires - General City		City-wide		AC+2	GC 34090; 2 year minimum State of California Guidelines; 2 years after completion for general studies and surveys
01-01-08	Supervisor's Personnel Files	Includes supervisor files on employees. File sent to HR after employee separates from the City.	City-wide		ACT	Transitory Record; Maintain as long as necessary for current business activities. GC 34090.7; Duplicate information may be destroyed within the 2 year minimum retention requirement.
01-01-09	Budget Workpapers, Departmental		City-wide		S+2	GC 34090; 2 years minimum State of California Guidelines; 2 years after audit Administrative Decision: Maintain departmental budget workpapers until superseded plus 2 years since information is compiled into the final budget and/or Finance budget workpapers.

City of Duarte
Record Retention Schedules and UFIRST Index

01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
01-02-00	Reference Materials					
01-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-02-02	Chronological Files	Chronological account of correspondence by management.	City-wide		ACT	GC 34090.7; Duplicates may be destroyed within the 2 year minimum period. Administrative Record, State of California Guidelines
01-02-03	Professional Associations/Organizations		City-wide		CY+2	GC 34090d; 2 year minimum requirement Administrative Record, State of California Guidelines
01-02-04	Community Organizations/Foundations		City-wide		CY+2	GC 34090d; 2 year minimum requirement Administrative Record, State of California Guidelines
01-02-05	Complaint Files	General complaints to City departments. <u>Does not</u> include claims against the City or formal complaints with the Sheriff's Department.	City-wide		AC+7	GC 34090; 2 year minimum requirement 42 USC 1983; Settlement of civil rights complaint plus 7 years
01-02-06	Community Information/Events		City-wide		CY+2, AR	GC 34090; 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Current year plus 2 years, review annually for historical content
01-02-07	City-sponsored Event Planning	For events sponsored and put on by the departments. Does not include Council events.			CY+2, AR	GC 34090; 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Current year plus 2 years, review annually for historical content
01-02-08	Historical Information / Events / Photos		City-wide	H	P	GC 34090; 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Retain permanently for historical value.
01-02-09	Public Relations Information / Handouts / Speeches / Biographies	Public outreach.	City-wide		EY+5, AR	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 5 Administrative Decision: Review before destruction for potential historical content and reclassification to Historical Information/Events as a permanent record.
01-02-10	Technical Reference		City-wide		ACT	GC 34090.7; Duplicates and reference materials may be destroyed within the 2 year minimum.

City of Duarte
Record Retention Schedules and UFIRST Index

01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
01-02-11	Informational Brochures, Leaflets & Handouts		City-wide		CY+5, AR	GC 34090; 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Maintain for the current year plus 5 years for reference purposes. Review annually before destruction for potential historical content and reclassification to Historical Information/Events as a permanent record.
01-03-00	<u>Materials from Agencies & Other Cities - Non-project Related</u>					
01-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-03-02	Federal Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum State of California Guidelines; Administrative Record
01-03-03	State Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum State of California Guidelines; Administrative Record
01-03-04	Regional/National Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum State of California Guidelines; Administrative Record
01-03-05	County Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum State of California Guidelines; Administrative Record
01-03-06	Adjacent Cities	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum State of California Guidelines; Administrative Record
01-03-07	Special Districts	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	City-wide		CY+2, AR	GC 34090; 2 year minimum State of California Guidelines; Administrative Record
01-04-00	<u>Grant Administration</u>					
01-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
04-11-02	Federal & State Grant Applications & Agreements	Includes all documentation related to the grant.	City-wide		AFP+10, AR	29 CFR 97.36(i)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan State of California Guidelines; 5 years after grant closure. State recommends referring to grant application close-out procedures, if any. Administrative Decision: Maintain grant applications and agreement working files for 10 years after final payment or closure of the grant to meet the longest Federal requirement for grant documents. Review annually for relevance to the grant activity.
04-11-03	CDBG Grant Applications & Agreements	Includes all documentation related to the grant.	Community Development		AFP+10, AR	29 CFR 97.36(i)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan Administrative Decision: Maintain grant applications and agreement working files for 10 years after final payment or closure of the grant to match State, Federal and County grant retention. Review annually for relevance to the grant activity.
04-11-04	Other Grant Applications & Agreements	Includes all documentation related to the grant from local sources.	City-wide		AFP+10, AR	29 CFR 97.36(i)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan Administrative Decision: Maintain grant applications and agreement working files for 10 years after final payment or closure of the grant to match State, Federal and County grant retention. Review annually for relevance to the grant activity.
01-05-00	Purchasing & Material Acquisition					

01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AD - After Disposition, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EY - Event Year, H - Historical, IND - Indefinite, L - Life of Board, Building, Vehicle, Registrant, Improvement or System, P - Permanent, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
01-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-05-02	RFPs / RFIs / RFQs	Includes competitive bid quotes. Newer project processed through PlanetBids.	City-wide		AC+5	GC 34090; 2 years minimum CCP 337; Statute of limitations of 4 years State of California Guidelines; 5 years after audit for successful bids. Administrative Decision: 5 years after completion of project associated with the bid.
01-05-03	Bids - Successful	Newer bids processed through PlanetBids.	City-wide		AC+5	GC 34090; 2 years minimum CCP 337; Statute of limitations of 4 years State of California Guidelines; 5 years after audit for successful bids. Administrative Decision: 5 years after completion of project associated with the bid.
01-05-04	Bids - Unsuccessful	Newer bids processed through PlanetBids.	City-wide		CY+2	GC 34090; 2 years minimum State of California Guidelines; Current year plus 2 for unsuccessful bids
01-06-00	Records Management					
01-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
01-06-02	Laserfiche EDMS	Repository for official electronic records.	City-wide		IND	Transitory Record; Databases are maintained while active
01-06-03	Administration	Program planning and policy development research and reference materials.	City-wide		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
01-06-04	Record Retention Schedules	Includes currently approved schedules and previous versions.			P	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded RCS Suggestion: Permanent for destruction approvals for tracking purposes.
01-06-05	Destruction Certificates & Destruction Documentation	Signed certificates indicating final disposition of documents which have met or exceeded approved retention policy guidelines and have been destroyed. Each Department / Division will also maintain a permanent file of destruction certificates and logs subject to annual audits by City Clerk staff.	Clerk		P	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded RCS Suggestion: Permanent for destruction approvals for tracking purposes.

01-00-00 CITYWIDE ADMINISTRATIVE FUNCTION (ALL DEPARTMENTS)

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AD - After Disposition, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EY - Event Year, H - Historical, IND - Indefinite, L - Life of Board, Building, Vehicle, Registrant, Improvement or System, P - Permanent, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
01-06-06	Records Inventories, Active & Inactive	Includes inventories created by departments of all active, permanent and inactive records.	City-wide		S+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded
01-06-07	Records Management Manual	Manual of Records Management procedures and policy including instructions and forms. City Clerk will maintain one copy permanently. Departments to maintain current edition only.	Clerk		S+5	GC 34090; 2 year minimum CCP 343; 4 years to commence action Administrative Record, State of California Guidelines recommends retaining for 5 years after superseded.

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-01-00	Clerk Administration					
02-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-01-02	Public Records Act and Information Requests	Log and requests, correspondence, documentation and responses that require city-wide coordination across departments by the City Clerk.	Clerk		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after completion
02-01-03	Oaths of Office / Deputizations	Administered upon certification of election results. Employee oaths are kept with personnel files. See HR.	Clerk		AT+6	GC 34090; 2 year minimum requirement State of California Guidelines; 6 years after termination for elected officials.
02-01-04	Donation Forms	For donations received by the City. Form tracked by the City Clerk's Office.	Clerk		AA+4	GC 34090; 2 year minimum requirement CCP 337(b); Statute of limitations of 4 years State of California Guidelines; 4 years after audit
02-02-00	City Council					
02-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-02-02	Agendas / Agenda Packets	Agendas supplemental communications and all other supporting documentation for City Council regular and special meetings.	Clerk		P	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years Administrative Decision: Maintain agenda packets permanently for reference value.
02-02-03	Legal Notices	Affidavits of Posting, Mailing and/or Proof of Publication, Hearing Notices indicating agendas and other notices are completed in compliance with state law and City Clerk department guidelines.	Clerk		CY+4	GC 34090; 2 year minimum requirement CCP 343; Statute of limitations, 4 years
02-02-04	Minutes	Includes City Council, Redevelopment Agency / Successor Agency, Oversight Board, Community Facilities Financing Authority and Housing Authority.	Clerk	V, H	P	GC 34090e; Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings State of California Guidelines; Permanent
02-02-05	Meeting Recordings	Audio for the purpose of creating minutes. Video service provided by CivicPlus.	Clerk		P	GC 54953.5; 30 days after recording Administrative Decision: Maintain meeting recordings permanently for reference value.
02-02-06	Speaker Cards		Clerk		CY+2	GC 34090; 2 year minimum requirement CCP 1094.6; 90 days to file petition, 190 days to respond to petition State of California Guidelines; Maintain for the Current Year plus 2 years

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-02-07	Ordinances	Law, statute or regulation enacted by the City Council.	Clerk	V, H	P	GC 34090(e); Permanent for decisions of the City GC 40806; Maintain State of California Guidelines; Permanent
02-02-08	Resolutions	Law, statute or regulation enacted by the City Council.	Clerk	V, H	P	GC 34090(e); Permanent for decisions of the City State of California Guidelines; Permanent
02-02-09	Municipal Code	Codification and Supplementation of the City's Municipal Code. Maintained in paper form by the City Clerk, and electronically on the City's website.	Clerk	V, H	P	GC 34090(e); Permanent for decisions of the City State of California Guidelines; Permanent
02-02-10	Ceremonial Items	Includes adjournment letters, memorials, special commendation, certificates of recognition and other ceremonial recognition. Items are kept in Canva and not printed since 2021.	Clerk	H	CY+2, AR	GC 34090; 2 years minimum Potential historical content. Review for permanent retention.
02-02-11	Mayor & Councilmember Correspondence	General correspondence to or from Councilmembers. For outside correspondence sent to Council, Clerk to maintain the original and a copy is sent to Council.	Clerk		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
02-02-12	City Council Handbooks		Clerk		S+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Maintain handbooks for 2 years after superseded.
02-03-00	Boards, Commissions & Committees - Membership Materials					
02-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-03-02	Administrative Files	Communications to staff liaisons, training and resource materials, appointment, termination and leave of absense correspondence, programmatic rules review, research and analysis, and memos.	Clerk		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
02-03-03	Appointment History Spreadsheet	Excel database includes appointment, service and termination history and contact information.	Clerk	H	IND	Transitory Record; Databases are maintained while active
02-03-04	Recruitment Materials	Includes annual Maddy Act Notices, annual and periodic notices of vacancy and other vacancy	Clerk		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
02-03-05	Applications, Appointed	Applications submitted as part of the Council recruitment/interview or Committee appointment process.	Clerk		AT+5	GC 34090; 2 years minimum GC 40801; Maintain record of proceedings State of California Guidelines; 5 years after term of office
02-03-06	Applications, Unsuccessful	Also includes "thank you for applying" letters.	Clerk		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; maintain not selected applications for 2 years after completion

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-04-00	Agreements / Contracts / MOUs					
02-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-04-02	Bid Logs	Summary listing of all project bid results for a particular project. Used for announcing lowest apparent bidder. Primarily public works and capital projects.	Clerk / PW		CY+2	GC 34090; 2 years minimum CCP 337; Statute of limitations State of California Guidelines; 2 years for unsuccessful bids.
02-04-03	Service, Equipment, Supply & Lease Agreements	Vendors, product acquisitions, professional service agreements, services, individual employment, organization funding, professional services and consultants, purchase, leases, licenses and all other general City agreements. Also includes certificates of insurance for the associated contract.	Clerk		AC+5	CCP 337.2; Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. State of California Guidelines; Maintain agreements and contracts for 5 years after closure or completion.
02-04-04	Infrastructure & Cooperation Agreements	Capital improvement, development, subdivision, franchise, joint powers, mutual aid, labor MOU and other infrastructure related agreements. Also includes certificates of insurance for the associated contract.	Clerk		P	GC 34090(a), Real property records, maintain CCP337, 337.1(a), 337.15; Statute of limitations of 4 years CCP 337.2; Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. H&S 19850; Life of Building, with exceptions. 29 USC 211c; Maintain, indefinite 29 USC 203m; Definitions 29 USC 207g; Definitions State of California Guidelines; Permanent
02-04-05	Grant Agreements		Clerk		AFP+5 *	29 CFR 97.36(i)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-04-06	Settlement Agreements		Clerk		P	CCP 343; Statute of limitations, general 4 years State of California Guidelines; 5 years after termination for non-capital improvement agreements and contracts Administrative Decision: Maintain settlement agreements permanently to support the final settlement.
02-04-07	Housing Loan Agreements	Includes first time homebuyers, affordable housing, silent second and other housing programs and loans.	Clerk / Finance / CD		P	CCP 337.2; Statute of limitations, leases 4 years CCP 343; Statute of limitations, general 4 years 48 CFR 4.703(a)(2); 3 years after final payment State of California Guidelines; 5 years after termination for non-capital improvement agreements and contracts Administrative Decision: Maintain housing loan agreements permanently to support the disposition of the associated property.
02-04-08	Firework Sales Applications	Sales of fireworks prohibited since 2018. Record series intended for destruction of obsolete records.	Clerk		AC+2	GC 34090; 2 years minimum State of California Guidelines; Current year plus 2 years for Temporary Use Permits
02-05-00	Property Related Records					
02-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-05-02	Assessment Districts	May include Prop. 218 proceedings, election materials (not including ballots) and rate setting.	Clerk / Public Works		P	GC 34090(a); Permanent for land and property records CCP 338; 3 year statute of limitations State of California Guidelines; Permanent
02-05-03	Assessment District Ballots & Protest Letters	Prop 218 related.	Clerk		AC+2	GC 53753; 2 years after completion for ballots GC 53755; 2 years after completion for protests
02-05-04	Easements, Deeds, Quitclaim Deeds, Grant Deeds & Promissory Notes	Currently maintained in Community Development and Public Works. City Clerk to become the office of record.	Clerk		P	GC 34090(a); Permanent for land and property related documents 24 CFR 1710; Permanent
02-05-05	Right of Way		Clerk		P	GC 34090(a); Permanent for land and property related documents 24 CFR 1710; Permanent
02-05-06	Vacations/Abandonments		Clerk		P	GC 34090(a); Permanent for land and property records. State of California Guidelines; Permanent
02-05-07	Annexations		Clerk		P	GC 34090(a); Permanent for land and property records. State of California Guidelines; Permanent

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-05-08	Real Property Acquisitions / Dispositions		Clerk / City Manager		P	GC 34090(a); Permanent for real property records GC 6254; Record disclosure CCP 337.1; 5 years maximum after completion of construction or improvement CCP 337.15; 10 years after completion of construction or improvement 36 CFR 64.11; 3 years after last payment for public property acquisition. State of California Guidelines; Permanently for real property records within the City.
02-05-09	RDA Property Acquisitions / Dispositions		Clerk		P	GC 34090(a); Permanent for real property records GC 6254; Record disclosure CCP 337.1; 5 years maximum after completion of construction or improvement CCP 337.15; 10 years after completion of construction or improvement 36 CFR 64.11; 3 years after last payment for public property acquisition. State of California Guidelines; Permanently for real property records within the City.
02-05-10	Miscellaneous Recorded Documents		Clerk		P	GC 34090; 2 year minimum requirement State of California Guidelines; Permanent for recorded documents

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-06-00	Elections Materials					
02-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-06-02	Municipal Elections (General & Special), Administration	Includes ballot material copies, voter rosters, official precinct materials, correspondence, election signs, notices and legal publications. City Clerk administrative, research and working files retained for future reference.	Clerk		AC+10	EC 17000-1; Affidavits and indexes are 5 years EC 17300; 5 years after election for election rosters EC 17302-6; 6 months after election, if no contest, for election records GC 81009; Campaign reports, not including candidate's campaign statements GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time. For all election documents where the State's requirement is permanent, but for which the County maintains the original documents. Administrative Decision: Maintain election materials for 10 years after closure of the election to cover 2 election cycles.
02-06-03	Candidate Filing Forms and Nomination Documents, Elected Officials	Elected officials. Submitted in order to qualify for candidacy; includes nomination petition, declaration of candidacy, optional candidate statement, signature and residency verification, consent forms, ballot designation worksheet, optional Code of Fair Campaign Practices declaration, filing checklists and candidate statement receipt. Nomination petitions may be viewed by the public but not copied or distributed.	Clerk		AT+4	GC 34090; 2 year minimum requirement EC 17100; 4 years after term ends
02-06-04	Candidate Filing Forms and Nomination Documents, Unsuccessful Candidates	Unsuccessful candidates.	Clerk		AC+2	GC 34090; 2 year minimum requirement

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-06-05	Council Sponsored Measures	Direct arguments for and against measures, and argument rebuttal filer and author are filed with the City Clerk. Ballot Question is approved by Council resolution.	Clerk		AC+10	GC 34460; Indefinite. Maintain copy of charter related documents in archives. EC 17000-1; Affidavits and indexes are 5 years EC 17300; 5 years after election for election rosters EC 17302-6; 6 months after election, if no contest, for election records GC 81009; Campaign reports, not including candidate's campaign statements Administrative Decision: Maintain council sponsored measures for 10 years after closure of the election for reference purposes and life of the measure.
02-06-06	Initiatives, Referendums & Recall Petitions	Includes petitions with original signatures.	Clerk	C	AC+8M	EC 17200; 8 months after election closes for initiative and referendum petitions. EC 17400; 8 months after election/final examination for election recall petitions.
02-06-07	Candidate Orientation Materials	Information relating to running for and qualifying for elected officials and filing requirements and obligations. Revised and replaced each election.	Clerk		S+2	GC 34090; 2 year minimum requirement Administrative Decision: Maintain for 2 years after superseded for relevance to subsequent elections.
02-07-00	Fair Political Practices Commission					
02-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-07-02	Campaign Statements – Elected (Forms 410, 460, 470, 501, 497)	FPPC Campaign Financial Disclosure Statements for Elected officials and candidate controlled and/or committees primarily formed to support or oppose them. Filing obligation exists until committee is terminated. Includes noticing and processing correspondence.	Clerk		P	GC 81009(b); maintain elected indefinitely
02-07-03	Campaign Statements – Unsuccessful (Forms 410, 460, 470, 501, 497)	FPPC Campaign Financial Disclosure Statements for unsuccessful candidates for office including committees that directly support or oppose them. Filing obligation exists until committee is terminated. Includes noticing and processing correspondence.	Clerk		AC+5	GC 81009(b); 5 years for unsuccessful candidates
02-07-04	Campaign Statements – Committees (Forms 410, 460, 470, 497)	FPPC Campaign Financial Disclosure Statements for general purpose and ballot measure committees. Filing obligation exists until committee is terminated. Includes noticing and processing correspondence.	Clerk		AC+5	GC 81009(b); 5 years for unsuccessful candidates Administrative Decision: Maintain committees campaign statements for 5 years after closure of the committee
02-07-05	Campaign and Form 700 Tracking Database	Tracks noticing, correspondence and filing dates. NetFile system.	Clerk		ACT	Transitory Record; Databases are maintained while active

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-07-06	Statement of Economic Interests (Form 700) – Elected Officials & 87200 Filers	City Councilmembers, Planning Commissioners, City Manager and City Attorney. Since 2016 Govt. Code Section 87200 filers file electronically with the FPFC. Copies retained on file.	Clerk		AC+7	GC 81009(e); 7 year requirement for originals GC 81009(f); 4 year requirement for copies
02-07-07	Statement of Economic Interests (Form 700) – Designated	Positions designated in the City's Conflict of Interest Code file with the City Clerk.	Clerk		AC+7	GC 81009(e); 7 year requirement for originals GC 81009(f); 4 year requirement for copies
02-07-08	Ethics & Harrassment Training Certificates	City Councilmembers and Planning and Economic Development Commissioners are required to file both certificates with the City Clerk every two years by state law. All other commissioners are required to file only ethics certificates with the City Clerk every two years.	Clerk		AC+5	GC 53235(b); 5 years
02-07-09	Forms 801, 802 and 806	Gift to Agency Reports (Form 801), Ceremonial Role Events and Tickets (Form 802) and Public Official Appointments (Form 806) as applicable and necessary.	Clerk		AC+7	GC 82015; 7 years for form 803 2 CCR 18944 et. seq.; 7 years for forms 801 and 802
02-08-00	Public Utilities, Communications & Technology Commission					
02-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-08-02	Agendas / Agenda Packets		Clerk		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
02-08-03	Minutes	Action minutes	Clerk		P	GC 34090e; Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings State of California Guidelines; Permanent
02-08-04	Meeting Audio Recordings		Clerk		30 Days	GC 54953.5; 30 days after recording
02-09-00	Duarte Housing Authority					
02-09-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-09-02	Resolutions		Clerk		P	GC 34090(e); Permanent for decisions of the City GC 40806; Maintain State of California Guidelines; Permanent
02-10-00	Duarte Redevelopment Oversight Board					
02-10-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-10-02	Agendas		Clerk		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
02-10-03	Minutes		Clerk		P	GC 34090e; Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings State of California Guidelines; Permanent
02-10-04	Notices		Clerk		30 Days	GC 54953.5; 30 days after recording
02-10-05	Resolutions		Clerk		P	GC 34090(e); Permanent for decisions of the City GC 40806; Maintain State of California Guidelines; Permanent
			Clerk			
02-11-00	Duarte Communities Facilities Financing Authority					
02-11-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-11-02	Resolutions		Clerk		P	GC 34090(e); Permanent for decisions of the City GC 40806; Maintain State of California Guidelines; Permanent
02-12-00	Ad Hoc Committees					
02-12-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-12-02	Agendas		Clerk		CY+5	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years Administrative Decision: Maintain agendas for the current year plus 5 years for reference purposes.
02-13-00	Successor Agency					
02-13-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
02-13-02	Promissor Notes		Clerk		P	GC 34090(a); Permanent for land and property related documents 24 CFR 1710; Permanent

02-00-00 CITY CLERK

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
02-13-03	Resolutions		Clerk		P	GC 34090(e); Permanent for decisions of the City GC 40806; Maintain State of California Guidelines; Permanent

03-00-00 CITY MANAGEMENT

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
03-01-00	City Manager					
03-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
03-01-02	Strategic Planning	Includes goals and planning with department directors. Documents from quarterly updates from department heads.	Manager		S+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after strategic plan is superseded.
03-01-03	Federal & State Legislation Letters	Includes letters of support or against legislation / appropriations.	Manager		CY+2	GC 34090; 2 year minimum requirement
03-02-00	Public Information Officer					
03-02-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
03-02-02	Public Outreach	Includes flyers, brochures and other community outreach. May be distributed through Nixle.	Manager	H	CY+5	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 5 years
03-02-03	Archived Social Media Posts	Includes the City website, Twitter, Facebook and other social media formats and hosts. Posts saved with Archive Social.	Manager		CY+5	GC 34090; 2 year minimum requirement; Administrative Decision Maintain for the Current Year plus 5 years for reference purposes.
03-02-04	Press Releases	Released by the City and through Tripepi Smith.	Manager		CY+5	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for press releases. Administrative Decision: Maintain press releases for the current year plus 5 years for reference.
03-02-05	Event Planning	Includes records and videos of State of the City and City Council related events.	Manager		CY+5, AR	GC 34090; 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Current year plus 5 years for reference purposes, review annually for historical content.
03-02-06	Public Educational Government Channel	Streamed on cable. Includes Council meeting recordings, City events, advertisements, and other public recorded events. Non-profit organizations can submit requests to post materials with approval from the City. Videos are maintained on the channel for 30 days.	Manager		30 Days	GC 54953.5; 30 days after recording

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
03-03-00	City Attorney					
03-03-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
03-03-02	Memos & Correspondence	Includes summaries of new legislation, initiatives, public records requests and other subjects.	City-wide	C	AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded Administrative Decision: Maintain legal opinions for 2 years after the matter is closed. The State's guideline is inconsistent with the type of documents.
03-03-03	Legal Opinions		City-wide	C	AC+2 or S+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded Administrative Decision: Maintain legal opinions for 2 years after the matter is closed or 2 years after superseded, subject depending. The State's guideline is inconsistent with the type of documents.
03-03-04	Subpoenas	Subpoenas for records or property.	Clerk		CY+2	GC 34090; 2 year minimum requirement
03-03-05	Declarations	Used to certify records produced in court for litigation.	Clerk		AC+7	GC 34090; 2 year minimum requirement State of California Guidelines; 7 years after closure for case records; maintain high profile cases permanently.
03-03-06	Monthly Reports	Record series intended for destruction of obsolete records	Clerk		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports
03-04-00	General Information Technologies					
03-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
03-04-02	Work Order System	Staff requests for service. Ticket issued to complete the process for software and hardware requests and issues. Maintained by the contractor.	AS		IND	Transitory Record; Databases are maintained while active
03-04-03	Process / Users Guides & Training	Includes vendor provided manuals and in-house created how-to guides.	AS		ACT	Transitory Record; Maintain as long as necessary for current business activities. GC 34090.7; Duplicate information may be destroyed within the 2 year minimum retention requirement.
03-04-04	End User License Agreements	For general software like Google, MS 365, special software systems and other software.	AS		AC+4	CCP 337(b); Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
03-04-05	Network Diagrams	Maintained by the contractor on the Google drive.	AS	C	CY+4	CCP 343; SOL of 4 years State of California Guidelines; Current year plus 4 years for network configuration and diagrams

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
03-05-00	Risk Management					
03-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
03-05-02	California JPIA	Joint powers authority as the insurance organization for workers compensation, property, liability and other City acquired insurance. Includes correspondence and communications with the JPA.	AS		CY+2, AR	GC 34090; 2 year minimum requirement State of California Guidelines; Administrative Record
03-05-03	City Insurance Policies	Includes annual memorandums of coverage, and certificates of additional insured.	AS		P	GC 34090; 2 year minimum State of California Guidelines; Permanent for liability and property insurance
03-05-04	Claims Against the City	Includes property damage claims filed against the City and submitted to Carl Warren for processing.	AS		AC+6	GC 34090; 2 year minimum requirement 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. State of California Guideline; 5 years after settlement or closure
03-05-05	Certificates of Insurance, Non-project Related	Certificates provided by contractors and vendors for liability coverage. Project related certificates of insurance are maintained with the agreement in Laserfiche.	Comm Dev		CY+2	GC 34090; 2 year minimum State of California Guidelines; Permanent for certificates of insurance from vendors and contractors. No citation referenced. Administrative Decision: Maintain certificates of insurance not related to a specific project or agreement for the current year plus 2 years to meet the minimum requirement of GC 34090.
03-05-06	Mobile Phones/Devices/Computer Inventory	Reflects purchase date and cost.	AS		S+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded for equipment inventory records

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04-01-00	General Accounting					
04-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-01-02	Tyler Incode	Financial management system.	Finance		IND	Transitory Record; Databases are maintained while active
04-01-03	Journal Entries	Include year-end journal entries.	Finance		AA+5	GC 34090; 2 years minimum State of California Guidelines; 2 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-01-04	Year End Reports		Finance		AA+5	GC 34090; 2 years minimum State of California Guidelines; 2 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-02-00	Accounts Payable					
04-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-02-02	Purchase Orders	Includes purchase requisitions, PO change orders, written quotes, City Council Agenda reports, and copies of contracts for goods and services.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-02-03	Warrants / Checks	Includes invoices and vendor information. Includes W-9, EFT authorization or vendor direct deposit forms, letter from the bank institution confirming the correct bank account information, and copies of voided checks submitted by the vendor.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-02-04	Petty Cash	Includes petty cash requests, receipts, approvals and other backup documentation. Maintained by administrative staff in each department but information is sent to Finance.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.

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04-02-05	Credit Card Statements	Includes monthly statements, credit card reconciliation and authorization forms, and invoices.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-02-06	Annual Tax Payments	Includes payments on sales, fuel and other taxes due.	Finance		AA+5	GC 34090; 2 year minimum 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed 29 CFR 516.2-6; Maintain at least 3 years State of California Guidelines; 4 years after audit
04-02-07	1099 Reporting	Includes 1096 and 1099 forms, summary and detailed vendor reports, and 1099 B Notices.	Finance		AA+5	GC 34090; 2 year minimum 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed 29 CFR 516.2-6; Maintain at least 3 years State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-02-08	Canceled and Voided Checks	Includes remittance advice and checks paid.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; 4 year statute of limitations State of California Guidelines; 5 years after audit
04-03-00	Accounts Receivable & Cashiering					
04-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-03-02	Invoices Billed	Invoice request from other departments. Includes copies of invoices, supporting documents and edit proof list.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-03-03	Cash Receipts	Includes cash, check and credit card receipts for General Billing, State & Local Revenue, TOT and other miscellaneous revenue.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.

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04-03-04	Daily Cash and Balancing Reports	Includes Daily Cash Reports, Drawer Balancing Reports, and credit card summary reports.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-03-05	Collection Activities	Copies of documentation sent to the third-party collections agency. Includes receipts and write-offs.	Finance		AA+5	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-03-06	Property Liens	Recorded with the County for liens on collection activities, direct assessments	Finance		P	GC 34090(a); Real property records, maintain State of California Guidelines; Permanent for recorded liens.
04-03-07	Damage Recovery	Claims by the City for damages from another person or entity.	Finance		AC+6	GC 34090; 2 year minimum requirement 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. State of California Guideline; 5 years after settlement or closure

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04-04-00	Auditing					
04-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group, includes audit workpapers.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-04-02	ACFR Annual Financial Statement		Finance		P	GC 34090; 2 years minimum State of California Guidelines; Permanent
04-04-03	Audits	Includes single audits, annual individual audits and special audits.	Finance		P	GC 34090; 2 years minimum State of California Guidelines; Permanent
04-04-04	Year-End Work Papers	Includes PBC lists.	Finance		AA+5	GC 34090; 2 years minimum State of California Guidelines; 2 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-05-00	Banking & Investing					
04-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-05-02	Bank Statements & Reconciliations	Both paper and electronic. Also includes LAIF and investment related statements.	Finance		AA+5	GC 34090; 2 years minimum 26 CFR 31.6001-1(e)(2); 4 years State of California Guidelines; 5 years after audit
04-05-03	Investment Policy	Presented to Council for approval. Updated as needed.	Finance		S+5	GC 34090; 2 year minimum requirement CCP 343; 4 years to commence action Administrative Record, State of California Guidelines recommends retaining for 5 years after superseded.
04-05-04	Investments	Broker notices, transaction confirmations and endowments.	Finance		P	GC34090; 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; Permanent
04-05-05	Monthly Investment Reports	Management report sent to staff and City Council monthly.	Finance		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports
04-06-00	Budgeting					
04-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
04-06-02	Budget Workpapers, Finance	Includes workpapers, forecasts, documents relating to budget book compilation, correspondence and other budget creation related documents maintained by the departments. This includes salary templates, rate schedules, & CIP documents.	Finance		AA+2	GC 34090; 2 years minimum State of California Guidelines; 2 years after audit
04-06-03	Annual Budgets	Includes general City and CIP budget books.	Finance		P	GC 34090; 2 years minimum State of California Guidelines; 7 years after audit Administrative Decision: Maintain annual budgets permanently for reference.
04-06-04	Budget Adjustments Entries	Includes any relevant backup for budget adjustment entries.	Finance		AA+5	GC 34090; 2 years minimum State of California Guidelines; 2 years after audit Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.
04-06-05	Schedule of Fees & Charges	Includes workpapers, such as cost studies, reference materials, surveys, cost detail worksheets, and correspondence related to the schedule of fees and charges.	Finance		S+2	GC 34090; 2 years minimum
04-07-00	Business Licensing					
04-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-07-02	Business License Applications	Online system that includes applications and renewals. Daily reports under Accounts Receivable. Paper records exist from before the online system was used and follow the same retention period.	Finance		AT+4	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after termination
04-07-03	Business License Renewals	Renewals maintained in the online system.	Finance		CY+4	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after termination Administrative Decision: Maintain renewals for the current year plus 4 years to support the business license activity and to simplify retention
04-08-00	Debt Financing					
04-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

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04-08-02	Bond Issues	Includes formal bond documents, including bond indenture and other formal documents.	Finance		P	GC 34090; 2 years minimum GC 43900-43903; Destruction guidelines for bonds CCP 337.5; Statute of limitations of 10 years FC 30210; Maintain State of California Guidelines; Permanent for bond issues.
04-08-03	Bond Statements & Reports	Include arbitrage, annual statements, bond disclosure, bond pay-offs, bond covenant and cash/surety bonds.	Finance		AFP+10	GC 34090; 2 years minimum GC 43900-43903; Destruction guidelines for bonds CCP 337.5; Statute of limitations of 10 years FC 30210; Maintain State of California Guidelines; 10 years after closure/expiration
04-08-04	Construction Loans	Escrow lease payments. Include annual statements, loan disclosure, and pay-offs.	Finance		AFP+4	CCP 337(b); Statute of limitations of 4 years CCP 337.2; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
04-09-00	Financial Reporting					
04-09-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-09-02	State Reports	Includes Financial Transaction Report, PSAF, CDIAC, State Controllers Report, Housing Authority Reports and Annual Street Report and all related backup.	Finance		P	GC 34090; 2 years minimum State of California Guidelines; Permanent
04-09-03	Sales Tax Reports	Reviewed by Finance and the City Manager. Confidential record for the Board of Equalization.	Finance	C	AA+5	GC 34090; 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed 29 CFR 516.5; Maintain at least 3 years State of California Guidelines; 4 years after audit
04-10-00	Fixed Assets					
04-10-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
04-10-02	Fixed Asset List	Includes the depreciation schedule spreadsheet, backup documentation, ownership slips, auctions for disposition and other asset information for land, property, infrastructure, buildings, computers and software, GASB and other assets.	Finance		AA+5	GC 34090; 2 year minimum requirement State of California Guidelines; 4 years after audit Administrative Decision: Maintain depreciation schedules for 5 years after the annual audit to follow retention asset inventories and for simplicity in destruction.
04-10-03	Construction In Progress	Used for CIPs. Includes depreciation schedules.	Finance		AA+5	GC 34090; 2 year minimum requirement State of California Guidelines; 4 years after audit for fixed asset inventories, no specific retention for depreciation schedules. Administrative Decision: Maintain for 5 years after the annual audit for reference and simplicity in destruction.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
04-11-00	<u>Successor Agency Reporting</u>					
04-11-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Finance		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
04-11-02	Recognized Obligation of Payment Schedule - ROPS	6 month budget provided to the State Controller's Office. State provided form submitted electronically and printed for signature by Finance.	Finance		AA+5	GC 34090; 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed 29 CFR 516.5; Maintain at least 3 years State of California Guidelines; 4 years after audit
04-11-03	ROPS Prior Period Adjustment Form	6 month budget-to-actual report sent to the county, who then sends it to the State Controller's Office. Required reporting.	Finance		AA+5	GC 34090; 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed 29 CFR 516.5; Maintain at least 3 years State of California Guidelines; 4 years after audit
04-11-04	RPTTF Payment Report	Payments received from ROPS to pay off obligations.	Finance		AA+5	GC 34090; 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed 29 CFR 516.5; Maintain at least 3 years State of California Guidelines; 4 years after audit

05-00-00 HUMAN RESOURCES

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
05-01-00	Employee Data					
05-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	HR		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-01-02	Employees Files	Full, part time, temporary and councilmembers. Includes Personnel Action Forms, original application, training certificates, educational incentive programs & tuition reimbursement, payroll processing documents (W-4, DE-4), performance evaluations, I-9 (after separation), EDD claim forms, employment contracts / agreements (not including union negotiations and resulting contracts/agreements), disciplinary actions, fingerprints and miscellaneous communications.	HR	C, V	AS+6	29 CFR 1627.3 - 4; 3 years after termination 29 CFR 1602.30 - 32; 2 - 3 years after termination 29 CFR 516.5 - 6; 3 years after action 29 USC 1113; 6 years after date of last action GC 12946; 4 years after termination or action State of California Guidelines; 3 years after termination
05-01-03	Employee Medical Files	FMLA, exposure, insurance information and benefit enrollment, accident related drug tests, random drug pull results, doctor's notes and other medical information.	HR	C	AS+30	8 CCR 15400; Maintain reports LC 90 - 139.6; 5 years for auditing LC 6410; OSHA, maintain 29 CFR 1627.3(b)(1); 1 year from action 29 CFR 1910.1020; 30 years after employee termination State of California Guidelines; 30 after completion/closure
05-01-04	Confidential Incident Files	Includes EEOC complaints, employee complaints, individual grievances, investigations and other confidential information related to incidents.	HR	C	AS+5	GC 12946; Until resolved 29 CFR 1602.14; 1 year after action/change State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees.
05-01-05	Volunteer & Independent Contractor Background Checks	Includes livescan from DOJ and/or FBI and other background check information as required for volunteers and independent contractors.	HR	C	AS+4	GC 12946; 4 years after completion/position filled State of California Guidelines; 2 years after completion/position filled
05-01-06	Retirement Cash-out Forms	Includes cash-in-lieu for medical insurance. Form states that the retiree will maintain insurance separate from City-provided insurance.	HR		CY+6	29 CFR 1627.3 - 4; 3 years after termination 29 CFR 1602.30 - 32; 2 - 3 years after termination 29 CFR 516.5 - 6; 3 years after action 29 USC 1113; 6 years after date of last action GC 12946; 4 years after termination or action
05-01-07	Background Check - Unhired Applicants	Includes DOJ fingerprinting, psychological evaluations, polygraph, personal history statements, pre-employment physicals and other background checks for unhired candidates. Files created with the background check and considered as a terminated employee.	HR		AC+6	GC 34090; 2 year minimum State of California Guidelines; 2 years after position closes for applicants not hired. Administrative Decision: Maintain for 6 years after completion to follow retention for terminated/separated employees.

05-00-00 HUMAN RESOURCES

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
05-02-00	Personnel Management Records					
05-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	HR		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-02-02	Job Descriptions	Maintained electronically.	HR		S+2	GC 34090; 2 year minimum requirement Administrative Decision: Maintain job description for 2 years after superseded to meet the minimum requirement and method of managing the documents.
05-02-03	Personnel Rules & Regulations	City-wide policies and procedures specifically for personnel. Does not include general policies and procedures at the department level.	HR		S+5	GC 34090; 2 year minimum requirement State Recommendation; 2 years after superseded Administrative Decision: Maintain for 5 years after superseded for reference purposes.
05-02-04	Salary Schedule	Specific for each job and broken down by bargaining unit.	HR		CY+5	GC 34090; 2 year minimum GC 12946; 4 years after completion/position filled 29 CFR 516.6(2); 2 years for wage rate tables, etc. 2 CCR 570.5; 5 years for pay schedules and special compensation records 29 CFR 1602.14; 1 year after action/change State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.
05-02-05	Classification & Compensation Program	Includes salary surveys, reclassifications and other compensation related documents.	HR		CY+5	GC 34090; 2 year minimum GC 12946; 4 years after completion/position filled 29 CFR 516.6(2); 2 years for wage rate tables, etc. 2 CCR 570.5; 5 years for pay schedules and special compensation records 29 CFR 1602.14; 1 year after action/change State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.
05-02-06	Employee Benefit Information / Handouts	Includes the benefits guide and plan documents given to employees for medical, dental, vision, flexible benefits, short & long term disability, life insurance, deferred compensation, employee assistance program and other benefit plans. Also includes the annual benefit renewals from the broker.	HR		S+4	GC 34090; 2 year minimum GC 12946; 4 years after submission or creation 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination State of California Guidelines; 2 years after action
05-02-07	Employee Programs	Includes annual employee recognition events for years of service and other recognition events.	HR		S+4	GC 34090; 2 year minimum GC 12946; 4 years after submission or creation State of California Guidelines; 2 years after action
05-03-00	Personnel Recruitment Records					

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05-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	HR		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-03-02	Recruitment File	Files include job advertisements, applications, oral board, rating sheets, practical test and assessment centers and eligibility lists. Remaining documents managed in NeoGov.	HR		AC+4	GC 12946; 4 years after completion/position filled 29 CFR 1602.14; 1 year after position filled 29 CFR 1627.3; 1 year after position filled State of California Guidelines; 3 years after completion/position filled

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05-04-00	Safety & Training Records					
05-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	HR		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-04-02	Injury & Illness Prevention Plan	Workers compensation policy and general safety information.	HR		S+5	GC 34090; 2 year minimum, 8 CCR 3204; 1 year for IIPP training records State of California Guideline: 5 years after superceded or expired
05-04-03	Safety & Employee Training Programs	Sign-in sheets, handouts, consultant training programs, tailgate meetings and other program information for general employee training and lunchtime workshops.	HR		CY+7	GC 34090; 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946; 4 years after termination GC 7920.000; PRA, confidential record status State of California Guidelines; Current year plus 7 years for non-safety training records. Current year plus 2 years for certificates and designations training.
05-04-04	Random Drug Pulls Name List - DOT	Includes a listing of names in the random pull. All filed by year completed. Results filed in the employee's medical file.	HR	C	CY+5	49 CFR 40.333; 1 to 5 years depending upon document type. All documents must be maintain in a secured area.

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05-05-00	Worker's Compensation					
05-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	HR		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-05-02	Workers Compensation Claims	Includes copies of information from the TPA on the employee claim.	HR	C	P	8 CCR 15400; Maintain reports 8 CCR 15400.2; 5 years 8 CCR 10102; 5 years LC 129(a); 5 years for auditing State of California Guidelines; Permanent for workers compensation working files (claim files, reports, incidents). Originals filed with third party administrator.
05-05-03	Third Pary Administrator & JPIA	Correspondence, reports and general information & administration from the TPA.	HR		CY+2, AR	GC 34090; 2 year minimum requirement State of California Guidelines; Administrative Record
05-05-04	OSHA 300 Reports & Logs	Maintained electronically. Also includes quarterly audit reports.	HR		CY+5	GC 34090; 2 year minimum requirement 29 CFR 1904.33; 5 years for OSHA reports 8 CCR 14300.33; 5 years for OSHA 300 reports 8 CCR 10102; 5 years from date of injury State of California Guideline: 5 years after completed
05-05-05	Workers Compensation Loss Run Reports	Monthly reports	HR		CY+5	8 CCR 15400; Maintain reports 8 CCR 15400.2; 5 years 8 CCR 10102; 5 years LC 129(a); 5 years for auditing State of California Guidelines; State recommends Permanent retention, but no relevant statues; Risk Management Reports (including Loss Analysis Reports) are 5 years after completion/closure.
05-06-00	CalPERS & PARS Records					
05-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	HR		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-06-02	CalPERS Plan Contracts & Plan Amendments	Supplied by CalPERS for rate changes. Accessible electronically on the myCalPERS website.	HR / Clerk		P	GC 34090; 2 year minimum requirement GC 12946; 4 years after submission or creation 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination State of California Guidelines; Permanent for PERS documents

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05-06-03	CalPERS Rate Changes	Supplied by PERS for rate changes. Accessible electronically on the myCalPERS website.	HR		P	GC 34090; 2 year minimum requirement GC 12946; 4 years after submission or creation 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination State of California Guidelines; Permanent for PERS documents
05-06-04	PARS Plan Contracts & Plan Amendments		HR / Clerk		P	GC 34090; 2 year minimum requirement GC 12946; 4 years after submission or creation 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination State of California Guidelines; Permanent for PERS documents
05-06-05	PARS Rate Changes		HR		P	GC 34090; 2 year minimum requirement GC 12946; 4 years after submission or creation 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination State of California Guidelines; Permanent for PERS documents
05-06-06	Actuarial Valuation Reports		HR		P	GC 34090; 2 year minimum requirement GC 12946; 4 years after submission or creation 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination State of California Guidelines; Permanent for PERS documents
05-06-07	Correspondence		HR		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Administrative Record
05-07-00	Payroll					
05-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Payroll		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-07-02	Time Sheet System	Entered electronically into Tyler Employee Self Service (ESS) system. Time sheet reports exported and saved electronically with the payroll register. No paper version maintained. When employee separates, time sheets are made inactive and can not be referenced.	Payroll		IND	Transitory Record; Databases are maintained while active
05-07-03	Registers	Pulled from Tyler payroll system by payroll period. Includes time sheet, leave, longevity and other on-demand registers, including Payroll Detail Registers, accounts payable and PERS/PARS Retirement Reports.	Payroll		P	GC 34090; 2 years minimum GC 12946; 4 years after termination 29 CFR 516.2-6; 4 years after tax return filing 29 CFR 1627; 3 years State of California Guidelines; Permanent

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05-07-04	Quarterly Returns	Includes Form 941, DE9 and other quarterly returns.	Payroll		AA+6	GC 34090; 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed R&T 19704; 6 year statute of limitations 29 CFR 516.2-6; Maintain at least 3 years State of California Guidelines; 4 years after audit
05-07-05	W-2s / W-2 Reporting	Includes W-2's and all related backup.	Payroll	C	AA+6	GC 34090; 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years after tax return is filed R&T 19530; 3 years after tax return is filed R&T 19704; 6 year statute of limitations 29 CFR 516.2-6; Maintain at least 3 years State of California Guidelines; 4 years after audit
05-07-06	State Compensation Report	Includes report and all related backup.	Payroll		CY+7	GC 34090; 2 years minimum State of California Guidelines; Permanent Administrative Decision: Maintain submitted reports for the current year plus 7 to follow the State's retention period for submitted reports.
05-07-07	Annual Payroll Census Survey	As-need report and all related backup. Submitted to Department of Commerce, US Census Bureau, annually or on-demand.	Payroll		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports

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05-08-00	Labor Relations Records					
05-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	HR		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
05-08-02	AB 119 Reports	Includes quarterly reports for dues to the labor organizations. Lists employee contact information.	HR	C	CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports
05-08-03	Labor Negotiations	Administrative notes.	HR		P	29 USC 211c; Maintain, indefinite 29 USC 203m; Definitions 29 USC 207g; Definitions State of California Guidelines; Permanent
05-08-04	Memorandums of Understanding	Includes management / confidential resolution and side letters.	HR / Clerk		P	29 USC 211c; Maintain, indefinite 29 CFR 516.5(b); 3 years State of California Guidelines; Recommend Permanent retention without relevant Statute or regulations cited.
05-08-05	Grievances	Grievances filed by the union, not by individual employees. Grievance appeals and arbitration are maintained with the grievance file.	HR		P	GC 12946; 4 years after completion 29 CFR 1602.14; 1 year after action/change 29 USC 211c; Maintain, indefinite 29 USC 203m; Definitions 29 USC 207g; Definitions State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees Administrative Decision: Maintain permanently since the grievance would be filed by the union.

06-00-00 COMMUNITY DEVELOPMENT

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06-01-00	Community Development Administration					
06-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-01-02	Management Reports		CD Admin		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports
06-02-00	Planning Applications & Entitlements					
06-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-02-02	Planning Applications & Entitlements	General Plan Amendment, Zoning Change/Zoning Map Amendment, Zoning Verification Letters, Development/Municipal Code Amendment, Specific Plans and Amendments, Subdivisions (all types), Conditional Use Permit, Variance, Precise Plan of Design, Minor Use Permit, Administrative Variance, Site Plan & Design Review, Reasonable Accommodations, Unclassified Use Permits, Development Code Interpretations, Development Policies and other similar applications. Documents may include report, plans, radius map and labels, approval letters and other supporting documentation.	Planning		P	GC 34090(a); Real property records, maintain Permanently GC 4003, 4004; Maintain costs, records and plans H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent
06-02-03	Temporary Use Permits	Includes signs and uses, tree permits, film permits, general correspondence.	Planning		AE+2	GC 34090; 2 years minimum State of California Guidelines; Current year plus 2 years for Temporary Use Permits
06-02-04	Tree & Film Permits		Planning		AE+2	GC 34090; 2 years minimum State of California Guidelines; Current year plus 2 years for Temporary Use Permits

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06-02-05	CEQA Reports	Initial studies, DEIRs, FEIRs, M&ND, Technical Review (Consultant) and other environmental reports. Working documents supporting environmental litigation, including emails and other communications, staff reports, meeting schedules, comments, correspondence, transcripts/minutes, staff notes, memoranda and other documents supporting environmental decisions and reports.	Planning		P AC+7	GC 34090(a); Real property records, maintain Permanently GC 4003, 4004; Maintain costs, records and plans H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent for environmental reports GC 34090; 2 year minimum requirement PRC 21167.6(e); Maintain working documents supporting environmental litigation during the case State of California Guidelines; 7 years after closure for case records; maintain high profile cases permanently
06-02-06	Annual Reports	Required reports for compliance with state and county policies on reporting regarding the General Plan, Housing Element, MWELO and ADUs.	Planning		P	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for periodic reports Administrative Decision: Maintain annual reports permanently for historical reference.

06-00-00 COMMUNITY DEVELOPMENT

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06-03-00	Building					
06-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-03-02	CityTech	Used for Building and Public Works permits.	Building / PW		IND	Transitory Record; Databases are maintained while active
06-03-03	Building Permits - Not Issued / Withdrawn / Canceled		Building		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after cancelation or denial.
06-03-04	Building Permits - Expired		Building		AE+2	GC 34090; 2 year minimum requirement
06-03-05	Building Permits - Approved Residential / Commercial	Includes Structural Calculations, Soils Reports, Land Surveys, Pad Elevations, Special Inspection Reports, Plan Check Comments / Responses, Request for Waiver for Accessibility Requirements, Inspection Reports and Cards with wet signatures for building permits.	Building		P	H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent including commercial plans
06-03-06	Building Plans - Commercial	Includes Site Plans, Floor Plans, Structural Plans, As-built Plans and other construction plans.	Building		P	H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent including commercial plans
06-03-07	Building Plans - Residential	Includes Site Plans, Floor Plans, Structural Plans, As-built Plans and other construction plans for single family residents.	Building		AC+2	H&S 19850(a) thru (d); Building plans - Plans for certain buildings do not need to be filed. State of California Guidelines; 2 years after completion for blueprints and specifications.
06-03-08	Certificates of Occupancy		Building		L	GC 34090(a); Real property records, maintain State of California Guidelines; Life of business
06-04-00	Planning Commission					
06-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-04-02	Agendas / Agenda Packets		Planning		P	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years Administrative Decision: Maintain Planning Commission agenda packets permanently for reference purposes.
06-04-03	Public Hearing Notices / Proof of Publication		Planning		CY+4	GC 34090; 2 year minimum requirement CCP 343; Statute of limitations, 4 years

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06-04-04	Minutes	Action minutes based on the meeting recordings.	Planning	V, H	P	GC 34090(e); Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings State of California Guidelines; Permanent
06-04-05	Resolutions		Planning	V, H	P	GC 34090(e); Permanent for decisions of the City State of California Guidelines; Permanent
06-04-06	Meeting Recordings	Used to create and support action minutes.	Planning		P	GC 54953.5; 30 days after recording GC 34090; 2 year minimum requirement CCP 343; Statute of limitations, 4 years Administrative Decision: Maintain meeting recordings permanently to support the action minutes.
06-05-00	Architectural Review Board					
06-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-05-02	Agendas/Agenda Packets	Core original documents for a business in the City.	Planning		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
06-05-03	Minutes		Planning	V, H	P	GC 34090(e); Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings State of California Guidelines; Permanent
06-06-00	Public Works & Traffic Safety Committee					
06-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
06-06-02	Agendas/Agenda Packets		PW		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
06-06-03	Minutes		PW	V, H	P	GC 34090(e); Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings State of California Guidelines; Permanent

07-00-00 PUBLIC WORKS & FIELD SERVICES

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
07-01-00	Public Works Administration					
07-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-01-02	Work Order Log	Manual work processing system. Emails received by the public for services. Projects placed into the log and routed to Field Services or added to future CIP	PW Admin		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for maintenance and operations records.
07-01-03	ADA Transition Plan	Live document updated as projects are completed. Public Facilities are also included in the ADA Transition plan. ADA Transition Plan is managed by City's Risk Management group.	PW Admin / Risk Mgmt		S+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after completion for curb and sidewalk improvements
07-01-04	Other Required Reporting	Includes Regional Water Quality Control Board NPDES permit and CDPH Title 22 reporting.	PW Admin		AC+3, AR	40 CFR 122.41; 3 years after completion for other discharge records, including calibration records NPDES Permit No. CA0038776 IV. Standard Provisions, Records; 3 years from date of sample. Administrative Decision: Review reports annually for relevance to current projects and permit activities.
07-01-05	GIS / Mapping System	Includes truck routes, pavement management, traffic signals, ADA ramps and circulation maps. Hosted on the GIS web server. Both Public Works and Planning source information for the system.	PW Admin		S	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system. Administrative Decision: Maintain on the GIS system until superseded.
07-01-06	Hazard Mitigation Plan	Protocols for hazardous material and spill mitigation.	PW Admin		P	GC 34090; 2 year minimum requirement State of California Guidelines: Current year plus 2 years, with caveat recommendation of permanent for environmentally sensitive documents.
07-01-07	Maintenance Agreements	Includes maintenance for traffic signals, CalTrans, landscaping, trees and other outsourced maintenance activities.	PW Admin		AC+4	CCP 337.2; Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
07-02-00	Engineering Administration					
07-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-02-02	Geotechnical & Soils Reports	Not project specific.	Eng		P	GC 34090(a); Permanent for land related documents State of California Guidelines; Permanent for soils reports.

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07-02-03	Surveys & Studies - General		Eng		AC+2	GC 34090; 2 year minimum State of California Guidelines; 2 years after completion for general studies and surveys
07-02-04	Infrastructure Maps	Maps for storm drains, lighting, utilities and other infrastructure maps.	Eng		P	GC 34090(a); Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years State of California Guidelines; Permanent
07-02-05	Survey Monuments & Centerline Ties		Eng		P	GC 34090(a); Real property records, maintain GC 4003, 4004; Maintain State of California Guidelines; Permanent for surveys
07-02-06	Pavement Management Study	Schedules maintenance of streets and pavements. 3 year cycle for Citywide pavement system study required by the State.	Eng		S+3	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after completion for maintenance projects. Administrative Decision: Maintain pavement management studies for 3 years after superseded to match the 3 year study cycle.
07-02-07	5 Year Pavement Management Plan	Based on the pavement study.	Eng		S+5	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after completion for maintenance projects. Administrative Decision: Maintain pavement management plans for 5 years after superseded to match the 5 year plan cycle.
07-02-08	Professional Services Agreements	For non-CIP related services.	Eng		AC+4	CCP 337.2; Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
07-03-00	Capital Improvement Programs					
07-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

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07-03-02	Capital Improvement Projects	Construction of new facilities. CIP Construction Records including planning, design, construction, conversion or modification of local government- owned facilities, structures & systems; environmental / CEQA reports and documents (ie. streets, curbs, gutters, sidewalks, storm drains, etc.):	Eng		P	GC 34090(a); Permanent for real property related documents GC 4003, 4004, Maintain CCP 337.15; 10 years State of California Guidelines; Permanent for capital improvements
07-03-03	Capital Improvement Projects - Construction	CIP Engineering Project Records. Supporting documents including appraisal reports, bidders lists, non-environmental reports, work orders, schedules, exhibits, construction staking documentation and correspondence. PS&E Information including PSA for professionals services.	Eng		AC+10	CCP 337.15; 10 years State of California Guidelines; 10 years after completion for capital improvement projects.
07-03-04	Capital Improvement Projects - Administration	General administration and correspondence.	Eng		AC+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Maintain CIP administrative documents for 2 years after completion of the project to support the project documents.
07-04-00	Traffic Safety					
07-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-04-02	Traffic Studies & Surveys		Eng		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; Completion of survey plus 2 years
07-04-03	Traffic Change Requests	Includes public requests for street signs, red curbs and other traffic related changes.	Eng		AC+2	GC 34090; 2 year minimum requirement Administrative Decision: Maintain traffic change requests for 2 years after the request is accommodated or denied.
07-04-04	Safe Routes to School		Eng		S+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after master plan is superseded.
07-05-00	Environmental Services					
07-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

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07-05-02	Joint Powers Authority	General correspondence, agreement and contract copies, meetings and other administrative materials.	Eng		CY+2, AR	GC 34090; 2 year minimum requirement State of California Guidelines; Administrative Record
07-05-03	Stormwater & Water Conservation Reporting	Urban Water Management Plans, USBR Water Management Plans, Annual USBR Plan Update Submittals, Water Conservation Program Records including basic water system statistics and supporting documentation of plan implementation by Best Management Practice (budget, expenditures, level of effort, program results).	Eng		AC+2, AR	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for conservation reports. Administrative Decision: Review reports annually for relevance to current projects and permit activities.
07-05-04	NPDES Permitting	Includes the Water Discharge Report and other backup information for the report. Some information forwarded to Water Admin for State report preparation and submission.	Eng		P	40 CFR 122.28; Maintain NPDES general permits State of California Guidelines; Permanent for NPDES permits
07-05-05	AQMD Annual Reporting	Compliance reports.	Eng		CY+12	40 CFR 141.91; 12 years after completion State of California Guidelines; Current year plus 12 for compliance documents.
07-05-06	Catch Basin Cleaning Program	Completed twice annually by County Public Works and paid for by the City. Includes reports on cleaning services.	Eng		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
07-05-07	Sewer Overflow Reports	Received from County Public Works for work completed.	Eng		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
07-06-00	Public Works Permits					
07-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-06-02	Construction Permits	Permanent construction encroachment permits, includes street cuts, curbs, driveways, landscaping and other construction related encroachments.	PW Admin		P	GC 34090(a) Real property records, maintain Permanently GC 4003, 4004; Maintain H&S 19850; Life of Building, with exceptions State of California Guidelines; Permanent for construction based encroachment permits.
07-06-03	Encroachment Permits	Includes temporary encroachments, such as traffic control, storage pods, trash bins and other temporary encroachments.	PW Admin		AE+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current Year plus 2 years for maintenance projects, and for temporary use
07-06-04	Oversize Transportation Permits	Temporary use permit for access of oversized vehicles.	PW Admin		AE+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current Year plus 2 years for temporary use permits.
07-07-00	Streets					

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07-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
07-07-02	Street Equipment	Includes infrastructure for street lights, signs, stop lights and other street equipment.	Field Svcs		LOS+2	GC 34090; 2 year minimum requirement CCP 337; 3 year statute of limitations State of California Guidelines; Life of system plus 2 years
07-07-03	Street Cleanup Program	Includes spreadsheets on cleanup efforts for homeless encampments, 4th of July, illegal dumping and other cleanup. Combined service between Field Services and waste hauler.	Field Svcs		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after completion for maintenance projects.
07-07-04	Graffiti Removal		Field Svcs		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.

08-00-00 PARKS & RECREATION

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08-01-00	Parks & Recreation Administration					
08-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-01-02	ActiveNet	Includes program rules, code of conduct, curriculum, City contact information, electronically signed waivers and releases, registration information, schedule change forms, names, address, emergency contacts, IEPs, allergies, special accommodations, field trip forms and other registration related information. and receipts are included in ActiveNet for recreation classes.	P&R Adm		IND	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
08-01-03	WhenToWork	Scheduling software for part time staff.	P&R Adm		IND	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
08-01-04	City News	Brochure listing events, classes, updates from City Manager's Office and schedules for programs.	P&R Adm		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years
08-01-05	Attendance & Rosters	Sign in sheets and rosters, and emergency contact information for programs maintained by the contractor / instructor as the Office of Record. Retention requirement stated in the contract.	P&R Adm	C	CY+2	GC 34090; 2 year minimum requirement
08-01-06	Evaluation Forms	For fee based classes. Create and maintained in Google Forms.	P&R Adm		CY+2	GC 34090; 2 year minimum requirement
08-01-07	Scholarships	May include sensitive personal information. Subsidized discount to eligible students. Paper applications.	P&R Adm	C	CY+2	GC 34090; 2 year minimum requirement
08-01-08	Employee Development	Training for staff. Includes training agenda, content, sign-in sheets and attendance.	P&R Adm		CY+7	GC 34090; 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946; 4 years after termination GC 7920.000; PRA, confidential record status State of California Guidelines; Current year plus 7 years for non-safety training records. Current year plus 2 years for certificates and designations training.
08-01-09	Instructors / Independent Contractors agreements	Includes instructor contact information, executed agreements, class proposals, COI, acknowledgement of independent contractor instructor policies and procedures.	P&R Adm		AS+4	CCP 337(b); Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years Administrative Decision: Maintain instructor files for 4 years after the instructor separates from the City.
08-01-10	Special Event Organization	Includes contact information, planning, supply acquisition, staffing, vendor applications and evaluations, outreach, copies of contracts and other event organization information. For City picnic, holiday in the park and other special events. Mostly electronic.	P&R Adm		CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.

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08-01-11	Accident / Incident Reports	Includes accidents, incidents, APS/CPS incidents and other related reports.	P&R Adm		AC+7	GC 34090; 2 year minimum requirement 42 USC 1983; Definitions GC 25105.5; 5 years after closure/completion 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. GC 910 - 913; 6 months to 1 year after event occurs. State of California; 7 years after closure for accident/incident reports
08-01-12	Grant Applications & Agreements	One time grant funds, Measure A, Prop 68 Per Capita, Rivers & Mountains Conservance (RMC) and other grants.	P&R Adm		AFP+5 *	29 CFR 97.36(i)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants 24 CFR 570.502(a)(7)(i)(a); Deeds/CDBG activities, 4 years after closure of loan State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
08-02-00	Senior Center					
08-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-02-02	Lunch Roster	Provided by YWCA for current lunch participants (Sign-in sheets)	Seniors		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years
08-02-03	Health Inspections	County inspections for the Senior Center kitchen as used by YWCA and Western Exterminator Company service inspection reports.	Seniors		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years
08-02-04	Appointment Sheets	For seniors receiving legal, tax and other services.	Seniors		CY+2	GC 34090; 2 year minimum requirement
08-02-05	Special Events	Includes waivers and sign-in sheets most often for non-residents / guests.	Seniors		CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.
08-02-06	Senior Volunteers	Includes the application, contact information, fingerprint verification, correspondence and any general information about the volunteer. Accepted applications: Denied applications:	Seniors	C	AS+4 AC+2	GC 12946; 4 years after completion/position filled State of California Guidelines; 2 years after completion/position filled

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08-02-07	Cooling Center	Sent to the County for when cooling centers are open. Sign-in sheets and other materials.	Seniors		CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.
08-02-08	Cash & Checkbook Receipts	Handwritten receipts for senior center purchases.	Seniors		AA+4	GC 34090; 2 year minimum requirement CCP 337(b); Statute of limitations of 4 years State of California Guidelines; 4 years after audit
08-03-00	Teen Center					
08-03-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-03-02	Special Events & Excursions	Release of liability waivers, rosters, t-shirt sizes and other special event information.	Teen Ctr	C	CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.
08-03-03	Boxing Program Membership	Release of liability waivers, rosters, personal information, emergency contacts and other information.	Teen Ctr	C	CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.
08-03-04	Drop-in Waivers	For infrequent participants.	Teen Ctr		CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.
08-03-05	Deposit slips		Teen Ctr		AA+4	GC 34090; 2 year minimum requirement CCP 337(b); Statute of limitations of 4 years State of California Guidelines; 4 years after audit
08-03-06	Daily Sign In Sheets	Daily attendance of all young people (minors) entering the facility	Teen Ctr		CY+2	GC 34090; 2 year minimum requirement
08-04-00	Fitness Center					
08-04-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
08-04-02	Drop-in Waivers	For fitness center / pool. Paper format with signatures.	Fitness		CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.
08-04-03	SDS Information	Maintained in a binder at the facility.	Fitness		CY+30	29 CFR 1910.1020; Retain MSDS records for 30 years unless another record of what, where and when a chemical was used is maintained.
08-04-04	Pool Maintenance Checklist	Checklists by staff and lifeguards for pool conditions. Includes daily chemical and water testing logs.	Fitness		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
08-04-05	Pool Rentals	Rental applications, payment receipts, signed waivers	Fitness		AC+4	CCP 337(b); Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
08-04-06	LAC Fire - Health Hazrdous Division	Completed inspection reports.	Fitness		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years
08-04-07	Chemicals Reporting	Receipt of quantity of chemicals delivered	Fitness		CY+2	GC 34090; 2 year minimum requirement
08-05-00	City Facilities					
08-05-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-05-02	Maintenance Contracts	Maintenance contracts under \$25,000, including painting, roofing, janitorial and other contracted maintenance work.	P&R Adm		AC+4	CCP 337(b); Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
08-05-03	Facility Inspections	Includes facility asset and condition check lists, inspections and the quarterly facility safety checklists for health, pool lifts, water chemistry and other inspections.	P&R Adm		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years
08-05-04	Facility Permits	Includes permits and regulatory compliance documents for City buildings and facilities, including fire, elevator, ADA, confined space and other permits.	P&R Adm		AE+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for municipal facility rental / use permits

08-00-00 PARKS & RECREATION

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AD - After Disposition, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EY - Event Year, H - Historical, IND - Indefinite, L - Life of Board, Building, Vehicle, Registrant, Improvement or System, P - Permanent, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
08-05-05	Facility Rental Agreements	Includes applications, proof of insurance and other rental documents for gazebos, park buildings, Community, Senior and Teen Centers and other facility rentals.	P&R Adm		AC+4	CCP 337(b); Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
08-05-06	Rental Checklist for post rental	Final inspection report of condition of city facilities after its been rented.	P&R Adm		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years

08-00-00 PARKS & RECREATION

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
08-06-00	Parks					
08-06-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-06-02	Park History	Includes location, inventory, systems and other park information.	P&R Adm		P	GC 34090(a); Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years State of California Guidelines; Permanent
08-06-03	Play Structure Inspection & Maintenance		P&R Adm		AC+3	CCP 338; 3 years for action State of California Guidelines; Completion plus 2 years for inspection records in Parks, and 2 years after audit for equipment inventories.
08-06-04	Park Maintenance	Includes maintenance of tennis, basketball and volleyball courts, gazebos, park restrooms and other park amenities.	P&R Adm		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after completion for maintenance projects.
08-06-05	Field Rentals	Applications, 501-C3 status, rental agreements, payment receipts, certificate of insurance.	P&R Adm		AC+4	CCP 337(b); Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. State of California Guidelines; 4 years after audit for receipts
08-06-06	Day Camps	Attendance records	P&R Adm		CY+2	GC 34090; 2 year minimum requirement
08-07-00	Parks & Recreation Commission					
08-07-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-07-02	Agendas/Agenda Packets		P&R Adm		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
08-07-03	Minutes		P&R Adm	V, H	P	GC 34090(e); Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings
08-07-04	Meeting Recordings		P&R Adm		30 Days	GC 54953.5; 30 days after recording

08-00-00 PARKS & RECREATION

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
08-08-00	Mayor's Youth Council					
08-08-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
08-08-02	Agendas/Agenda Packets		P&R Adm		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
08-08-03	Minutes		P&R Adm	V, H	P	GC 34090(e); Minutes of governing bodies, Permanent GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings
08-08-04	Member Applications	For youth to participate in the Council. Includes personal information.	P&R Adm	C	CY+2	GC 34090; 2 year minimum requirement

09-00-00 PUBLIC SAFETY

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
09-01-00	Public Safety Administration					
09-01-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Citywide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-01-02	Comcate Database	Used to enter and track animal services, dog licenses and code enforcement.	PS		IND	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
09-01-03	Parking Citations	Paper citation books maintained. Electronic citations go directly to Citation Processing Center.	PS		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for parking and traffic citations.
09-01-04	Administrative Citations	Code Enforcement and Animal Control citations. Maintained in paper format.	PS		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
09-01-05	LASD Police Reports	Copy sent to the City for reference. Management reports for traffic and criminal activities.	PS		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports
09-01-06	DUI Cases	Police report from the County. Used to collect funds for DUI incidents.	PS		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports
09-01-07	FTB Reports	Report for collections to the Franchise Tax Board for withholding.	PS	C	CY+4	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations of 4 years State of California Guidelines; 4 years after audit Administrative Decision: Maintain withholding reports for the current year plus 4 years to match collections retention under Finance.
09-01-08	Found Property Logs	For found property by the public. Documented in Comcate and paper files maintained.	PS		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for property logs
09-01-09	Animal / Code Weekly Logs	Activities completed by the officers and compiled into weekly log. Weekly logs compiled into a monthly log.	PS		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for daily activity logs
09-01-10	Monthly Animal / Code Statistics	Compiled from the weekly logs.	PS		CY+3	GC 34090; 2 year minimum requirement PC 597.1(d); 3 years after animal's impoundment ends. FAC 32003; 3 years for animal disposition records.
09-01-11	Emergency Operations Program		PS		S+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded for emergency management and mutual aid strategic plans.

09-00-00 PUBLIC SAFETY

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
09-01-12	Body Worn Cameras (Future project)	Body Worn Cameras used by CSO's, Code, Animal Control and Out Reach Coordinator. Non-evidence, Police Report with No Arrest, Detention / Arrest, Traffic / Pedestrian Contact with No Report: Violent Crime Report, Use of Force, Administrative, Complaint Against Employee or Agency: Critical Incident, Homicide:	PS	C	2Y * 5Y or 15Y * P	PC 832.18(5)(A)-(B); 60 days for nonevidentiary data, 2 years for evidentiary data. * If the evidence is relevant to a criminal prosecution, retain for any time in addition to that specified in subparagraphs (A) and (B). State of California Guidelines; Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons. EVC 1045; Discovery of officer information on Internal Affairs cases. 5 year access limit. CCP 338 et al.; up to 3 years after commission of offense or after realization of offense. PC 832.5; 5 years after case closure with no sustained misconduct, *15 years with sustained misconduct; confidential document not for public exposure. PC 799; No Statute of limitations on actions CCP 335.1; Must commence action within 2 years Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc. State of California Guidelines; Permanent
09-01-13	EOC Field Cameras	Cameras used in the field to provide live feed of emergency situations and criminal activity. Currently on a 30 day recycle retention. If crime is observed and within 30 days, data is given to Sheriffs Department for retention.	PS		30 Days	GC 34090.6; 100 days. * If a claim is filed or pending litigation, retain with the case file. Administrative Decision: Surveillance videos are overwritten every 30 days.
09-01-14	Security Cameras	Security Cameras used at each facility. Currently on a 30 day recycle retention. If crime is observed and within 30 days, data is given to Sheriffs Department for retention.	PS		1 Year Rotating	GC 34090.6; 1 year. * If a claim is filed or pending litigation, retain with the case file. State of California Guidelines; 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6. PC 832.7(b)(8)(c); 180 days after discovery, or 30 days after closure of case, to release records as part of a PRA, use of force.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
09-02-00	Public Safety Commission					
09-02-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-02-02	Agendas / Agenda Packets		PS		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
09-02-03	Minutes		PS	V, H	P	GC 34090(e); Permanent for decisions of the City GC 40806; Maintain State of California Guidelines; Permanent
09-02-04	Meeting Audio Recordings		PS		CM+1	GC 54953.5; 30 days after recording
09-03-00	Animal Control					
09-03-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Citywide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-03-02	Licenses		PS		AE+3	GC 34090; 2 year minimum requirement PC 597.1(d); 3 years after animal's impoundment ends. FAC 32003; 3 years for animal disposition records.
09-03-03	Vicious Animal Permits	Annual permit issued. May include potentially dangerous animals, dangerous dogs, animal fanciers and other special animals.	PS		AE+2	GC 34090; 2 years minimum State of California Guidelines; Current year plus 2 years for Temporary Use Permits
09-03-04	Complaints	Initiated internally or by citizens. Includes complaint, reports and findings.	PS	C	AC+2	CCP 335.1; Statute of limitations of 2 years
09-03-05	Animal Bite Reports		PS		AC+3	GC 34090; 2 year minimum requirement PC 597.1(d); 3 years after animal's impoundment ends. FAC 32003; 3 years for animal disposition records.
09-03-06	Vicious Animal Reports		PS		AC+3	GC 34090; 2 year minimum requirement PC 597.1(d); 3 years after animal's impoundment ends. FAC 32003; 3 years for animal disposition records.
09-03-07	Bat Reports	Report created from calls or notifications about bats. Physical document.	PS		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
09-03-08	Mountain Lion / Bob Cat Incidents	Calls received from the public.	PS		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
09-03-09	Bear Property Damages	Calls received from the public.	PS		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
09-03-10	Firearm Discharge Reports	Management report of non-lethal discharge of weapons for Animal Control.	PS		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports

09-00-00 PUBLIC SAFETY

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
09-03-11	Rabies Report	Compiled from animal reports and sent to the County. Required compliance document.	PS		AC+3	GC 34090; 2 year minimum requirement PC 597.1(d); 3 years after animal's impoundment ends. FAC 32003; 3 years for animal disposition records. Administrative Decision: Maintain rabies reports for 3 years after completion to match and support animal bite report retention.
09-03-12	Canvassing Logs	Logs of each house Animal Control officers checked for dog license.	PS		CY+2	GC 34090; 2 year minimum Administrative Record, State of California Guidelines
09-04-00	Code Enforcement					
09-04-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Citywide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-04-02	Property Case Files	Includes warning letters, notice of correction and other code enforcement information on property violations. Information is maintained in Comcate indefinitely.	Code	C	AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
09-04-03	Person Case Files	Includes warning letters, notice of correction and other code enforcement information on individual persons. Information is maintained in Comcate indefinitely.	Code	C	AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
09-04-04	Hearing Requests	Appeals for code enforcement violations.	Code		AC+2	GC 34090; 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
09-04-05	Recorded Liens Against Property	Copy sent to Building for property tracking.	Code		ACT	GC 34090.7; Duplicate information may be destroyed within the 2 year minimum retention requirement.

09-00-00 PUBLIC SAFETY

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
09-05-00	Crime Prevention					
09-05-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	Citywide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-05-02	Grant Applications & Agreements	State grants provided to the City.	PS		AFP+5 *	29 CFR 97.36(i)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
09-05-03	DART Applications	Duarte Area Resource Team. Includes applications, waivers, emergency contacts and other personal information for activities. Approved Applicants: Denied Applicants:	PS	C	AS+4 AC+4	GC 12946; 4 years after completion/position filled State of California Guidelines; 2 years after termination
09-05-04	DART / A-Team Activities	Includes permission slips, sign-in sheets, activity information and other records.	PS		CY+2	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. State of California Guidelines; 2 years plus the current year.
09-06-00	Homeless Outreach Services					
09-06-01	General Information	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
09-06-02	Referrals & Placement	For shelters, rehabilitation and other homeless services provided by outside organizations.	PS	C	CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for outreach
09-06-03	Monthly Activity Logs	Includes contact with persons experiencing homelessness. Contains personal information.	PS	C	CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years for various logs
09-06-04	Found Property Reports	Management report for homeless locations. Property kept for 90 days until claimed. Unclaimed property is destroyed.	PS		CY+2	GC 34090; 2 year minimum State of California Guidelines; 2 years for management reports

10-00-00 SOLID WASTE

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
10-01-00	Solid Waste Administration					
10-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
10-01-02	Franchise Agreements	Include all backup information for the agreement.	City Manager's Office		P	GC 34090(a), Real property records, maintain 14 CCR 18995.2; 5 years for organic waste recycling records CCP 337(b); Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. State of California Guidelines; Permanent
10-01-03	Annual Performance Review	Use to measure and evaluate trash hauler performance from past fiscal year.	City Manager's Office		CY+5	14 CCR 18995.2; 5 years for organic waste recycling records
10-01-04	Rate Change Applications	Includes correspondence between the haulers, third party application reviews, review analysis reports, approvals and other rate setting information.	City Manager's Office		CY+5	14 CCR 18995.2; 5 years for organic waste recycling records GC 34090; 2 year minimum State of California Guidelines; Current year plus 2 years for solid waste and sanitary rate setting.
10-01-05	Notices of Rate Change	Provided through the franchise hauler.	City Manager's Office		CY+5	14 CCR 18995.2; 5 years for organic waste recycling records GC 34090; 2 year minimum State of California Guidelines; Current year plus 2 years for solid waste and sanitary rate setting.
10-01-06	Quarterly Usage Reports	Use for trending purposes and verification for the annual report. Received from the franchise haulers.	City Manager's Office		CY+5	14 CCR 18995.2; 5 years for organic waste recycling records State of California Guidelines; 2 years plus the current year for tonnage reports and management reports.
10-01-07	Electronic Annual Report	Overview of all programs completed during the year. Mandated report submitted to CalRecycle. Includes landfill disposal quantity reports, medical waste, hazardous waste (Form 303), and other summary reports.	City Manager's Office		CY+5	14 CCR 18995.2; 5 years for organic waste recycling records State of California Guidelines; 2 years plus the current year for tonnage reports and management reports.

10-00-00 SOLID WASTE

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	© Citations & Legal Basis
10-01-08	AB 1826, AB 341, SB 1383 Compliance (Organic Waste and Recycling)	Records required to be maintained by CalRecycle including Ordinances and Enforceable Mechanisms, Written Program Descriptions, Organic Waste Service Collection, Contamination Minimization, including Route Reviews and Waste Evaluations Waivers and Exemptions, Education and Outreach, Jurisdiction Oversight of Hauler Programs, Edible Food Recovery, Recovered Organic Waste Product Procurement, Paper Procurement, Inspection and Enforcement, Compliance Reviews, Investigation of Complaints and Alleged Violations	City Manager's Office		CY+5	14 CCR 18995.2; 5 years for organic waste recycling records State of California Guidelines; 2 years plus the current year for tonnage reports and management reports.
10-02-00	Solid Waste Programs & Community Outreach					
10-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
10-02-02	Program Grants	Grant monies coming into the City. Includes the applications, grant agreements, invoices, check copies and other grant related documents.	City Manager's Office		AFP+5 *	29 CFR 97.36(i)(11); 3 years after final payment 29 CFR 97.42(b); 3 years after final payment 2 CFR 200.334; 3 years after final expenditure report for federal grants State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
10-02-03	Recycling & Waste Programs	E-waste, recycling art contest, shredding services and other non-grant based waste and recycling programs. Most occur on Earth Day. Includes event coordination documents.	City Manager's Office		CY+5	14 CCR 18995.2; 5 years for organic waste recycling records
10-02-04	Education & Community Outreach, Non-Recycling	National Night Out, school children visits, corp yard visits and other outreach documents. Includes promotional, advertizing, coordination with other agencies, and other outreach.	City Manager's Office		CY+2	GC 34090; 2 year minimum requirement State of California Guidelines; Current year plus 2 years

City of Duarte
Records Retention Schedules and UFIRST Index

11-00-00 TRANSPORTATION

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
11-01-00	Transportation Administration					
11-01-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
11-01-02	Duarte E Bus	Administration of the contract with Foothill Transit to run the fixed route system. Includes copy of the contract, rate setting and administrative materials. Original contract maintained by the City Clerk.	Transp		AC+4	CCP 337.2; Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703; 3 years after final payment 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al.
11-02-00	Fleet Services					
11-02-01	General Information & Administration	Includes general subject information, reports and reference documents relating to the record group, but not associated with a specific record series already in the group.	City-wide		AR	Administrative Record; Review annually for relevance to current subject matter or projects, inclusion in an associated record series, or creation of a new record series.
11-02-02	Vehicle & Equipment Maintenance Records	Paper history of equipment and vehicles. Includes registration, purchase, maintenance and other specific vehicle and equipment related information. Maintenance also included as part of Enterprise leases.	Transp		LOV+4	GC 34090; 2 year minimum requirement CCP 343; 4 years for action State of California Guidelines state life of the vehicle plus 2 years for fuel, maintenance and repair records of vehicles. State does not reference any citations.
11-02-04	BIT Audits	Review drivers licenses, drug pull records, driver training and medical records for drivers.	Transp		CY+2	GC 34090; 2 year minimum requirement VC 34501.12; Maintain inspection reports for at least 2 years. 25 month inspection period.
11-02-05	45-day & 90-day Inspection Reports	Keep records of Inspection reports for 15 Passenger Van.	Transp		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year.
11-02-06	BAR Inspections	Combined with California Air Resources Board.	Transp		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for permits; may depend upon the agency.
11-02-07	Portable Diesel Equipment Reports	Reports to the AQMD and California Air Resource Board.	Transp		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for permits; may depend upon the agency.
11-02-08	Diesel & Gas Smog Inspections	Maintained in CFA and in hard copy form.	Transp		AC+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for permits; may depend upon the agency.
11-02-09	Daily Vehicle Inspection Log	Inspection of vehicles by drivers prior to driving. Required by the DOT. Includes safety equipment, liquid levels, tire condition, appearance, operations, lights. Maintain the old and new books in the vehicle.	Transp		CY+2	GC 34090; 2 year minimum requirement. State of California Guidelines; 2 years plus the current year.

11-00-00 TRANSPORTATION

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AD - After Disposition, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AS - After Separation, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EY - Event Year, H - Historical, IND - Indefinite, L - Life of Board, Building, Vehicle, Registrant, Improvement or System, P - Permanent, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
11-02-10	Fuel Usage & Tax Reports	Includes underground storage tank reports and other fuel tax reports to AQMD.	Transp		AA+3	GC 34090; 2 year minimum requirement State of California Guidelines; 3 years after audit
11-02-11	Safety Meetings	Includes tailgate meeting rosters, subject matter and other meeting information for weekly and monthly sessions.	Transp		CY+7	GC 34090; 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946; 2 years after termination GC 7920.000; PRA, confidential record status State of California Guidelines; Current year plus 7 years for non-safety training records. Current year plus 2 years for certificates and designations training.
11-02-12	DMV pull notice program	Includes printout of notices from DMV on any employees with DMV related charges.	Transp		S	VC 1808.1; must pull record at least every 12 months



AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Jason Golding, Planning Manager
Albert Nuñez, Management Analyst

SUBJECT: Update on Utility Box Art Installations

RECOMMENDATION: It is recommended that the City Council receive and file the Utility Box Art Installations update.

FISCAL IMPACT: This project was completed within the budget of \$16,000 that Council approved in November 2024.

BACKGROUND

The City of Duarte's Utility Box Art Program transforms traffic control boxes into vibrant public art pieces that reflect the city's identity and values. As part of the 2024 Call for Artists, the City received 53 submissions, which were reviewed and scored by the Freeway Wall and Utility Boxes Arts Ad Hoc Committee. The top designs were selected based on artistic quality, theme relevance, and community engagement potential.

At its regular meeting on November 12, 2024, the City Council approved four final designs for installation at key intersections throughout Duarte. The selected designs and locations are as follows:

- **"Snapshots Down the Ol' Route 66" by Raquel Martinez Rodriguez**
 - Location: Southeast corner of Huntington Drive and Mountain Avenue
 - Theme: Route 66
- **"Hope and Healing" by Laishan Mui Ito**
 - Location: Southwest corner of Duarte Road and Circle Road
 - Theme: Medical Health
- **"Tracks of Time" and "Connected Journeys" by Samantha Chang**
 - Location: Northeast corner of Fasana Road and Highland Avenue
 - Theme: Transportation
- **"ABC, 123!" by Cheyne Ellett**
 - Location: Southeast corner of Huntington Drive and Crestfield Drive

- Theme: Childhood

DISCUSSION/ANALYSIS

Artwork installations at the four locations, with a total of six utility boxes, were successfully completed in March 2025. Marketing of the completion was done on the City's website, social media platforms, and a press release.

Each utility box location features a QR code that links to the Utility Box Art Program webpage, providing residents and visitors with easy access to information about the artists and their inspirations. The addition of these QR codes aims to increase community engagement and appreciation of public art in Duarte.

Attachment A of this report showcases each completed utility box and its corresponding location.

RECOMMENDATION

It is recommended that the City Council receive and file the Utility Box Art Installations update.

FISCAL IMPACT

This project was completed within the budget of \$16,000 that Council approved in November 2024.

ATTACHMENTS

- A. 2024 Call for Artists Design Installations

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

Attachment A

2024 Call for Artists Design Installations



LOCATION:
SOUTHEAST CORNER OF
HUNTINGTON DRIVE
AND MOUNTAIN AVENUE



“SNAPSHOTS DOWN
THE OL’ ROUTE 66”



ARTIST:
RAQUEL MARTINEZ RODRIGUEZ

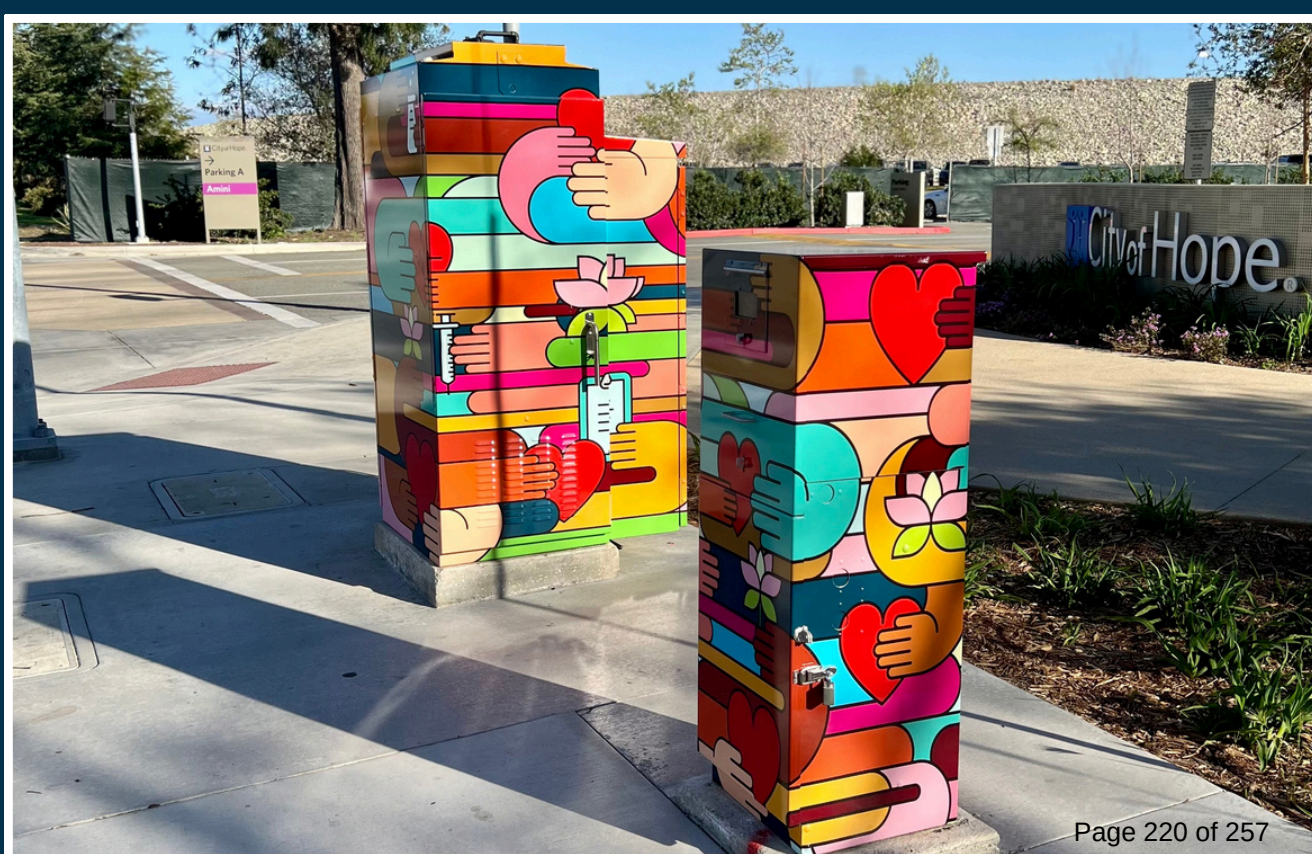


“HOPE AND HEALING”



ARTIST:
LAISHAN ITO

LOCATION:
SOUTHWEST CORNER
OF DUARTE ROAD
AND CIRCLE ROAD





“TRACKS OF TIME” AND “CONNECTED JOURNEYS”



ARTIST:
SAMANTHA CHANG

LOCATION:
NORTHEAST CORNER
OF FASANA ROAD
AND HIGHLAND
AVENUE



LOCATION:
SOUTHEAST CORNER OF
HUNTINGTON DRIVE
AND CRESTFIELD DRIVE



“ABC, 123!”



ARTIST:
CHEYNE ELLETT





AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Jason Golding, Planning Manager
Albert Nuñez, Management Analyst

SUBJECT: Selection for Recommending Body on Public Art Projects

RECOMMENDATION: It is recommended that the City Council approve the Planning & Economic Development Commission to review and recommend public art projects.

FISCAL IMPACT: None.

BACKGROUND

The City has participated in several public art projects, generally associated with development projects or as required by three of the City's Specific Plan zones. There are a variety of public art projects at City of Hope, a large sculpture in front of "The Huntington" apartment project, and a dimensional mural on the soundwall of the 210 Freeway. By and large, decisions for public artwork have been evaluated and approved by Staff, or as in the case of the existing freeway mural, the City Council.

In 2023, the City Council decided to further advance and foster public art. To those ends, the City appointed the Freeway Walls and Utility Boxes Arts Ad Hoc Committee (Committee) on September 12, 2023. As with the nature of ad hoc bodies, the Committee disbanded after one-year on October 15, 2024. On November 12, 2024, the City Council approved public art designs for four decorative vinyl wraps on utility box locations throughout the community and recommended to prioritize a future "Community Identifier" public art project on Mountain Avenue. The four decorative utility box art projects have been completed. However, the body or group responsible for future consideration of public art projects has yet to be decided.

DISCUSSION/ANALYSIS

Scope of Public Art

The scope of what is considered public art is important to consider. The future body will be responsible for analyzing and recommending a variety of public art projects at different locations. Considered artwork will be viewed or accessible to the public, be placed on either private and

public property, and may require a high level of coordination with property owners and or other agencies, such as Caltrans.

Last year's Arts Ad Hoc Committee was the first City body tasked to evaluate art projects. It specifically considered two different types of public art projects - Freeway Walls and Utility Boxes. The City has approximately 14 remaining locations available for utility box art, and has yet to initiate the freeway wall art projects.

Public Art projects are also required under three of the City's Specific Plan zones: Town Center, Duarte Station, and City of Hope. Within the Town Center Specific Plan area, a 15' tall red sculpture, named "Phoenix", was installed in 2022 as part of "The Huntington" apartment project. Also in the Duarte Town Center, the future Wyndham project proposed the use of a mosaic and metal art wall on the east elevation of the five-story hotel building. The City of Hope Specific Plan requires public art based upon the valuation of a project. Since the adoption of the Specific Plan in 2018, the City of Hope has placed publicly visible paintings in the lobby and corridors of the Hope Village Hotel, installed two large metal shade structures at Schwartz Family Park, and mounted mosaic tiles on the front of the Duarte Outreach Clinic. Future artwork is expected to be submitted at City of Hope as new buildings are constructed on-campus. These artwork projects have been considered by City Staff.

Other likely locations for public art projects include:

- Duarte Promenade (along Highland Avenue near the Metro Station);
- Developments in the Town Center Specific Plan – projects over \$100,000 must contribute 0.5% of the total valuation to public art/fee;
- Developments in the Duarte Station Specific Plan - projects over \$1,000,000 must contribute 0.25% of the total valuation to public art/fee; and
- Future public or private murals (as allowed by the Duarte Development Code).

Options for Organization

Staff has considered several options for a permanent body to review and recommend public art projects to the City Council for ultimate consideration.

Planning and Economic Development Commission

The Planning and Economic Development Commission (PEDC) regularly deals with land use and design-based projects, much of which occur on private properties. The skills used to make these types of decisions share many similarities with evaluating artwork. Furthermore, public art can be a powerful tool for economic development by attracting tourists, boosting local businesses, enhancing property values, and fostering a vibrant community atmosphere, ultimately contributing to a more prosperous and livable environment. Allowing the Commission to evaluate and recommend artwork helps fulfill the purpose of the Commission and includes their contributions to the overall success of the City's economic development plan. It will also allow the ability for public participation and comment prior to the decision being made by the City Council.

The PEDC is already supported by the Community Development Department, which is regularly involved in variety of tasks that relate to evaluating artwork. This Department has unique skill sets that will help to abet the Commission, such as: reviewing design-based projects, administering zoning documents that require public art projects/fees, understanding of the public contracting process, familiarity working with private property owners, and maintaining city property (e.g. graffiti abatement, work on utility boxes). Current Department staff have experience with public art projects and new staff would not need to be trained to provide support to the PEDC.

Due to these reasons, Staff is recommending the use of the Planning and Economic Development Commission to review and recommend art projects to the City Council.

Staff/City Council

Many of the Cities surveyed during the Freeway Walls and Utility Boxes Arts Ad Hoc Committee review process evaluated public art projects through a staff liaison that took items directly to the City Council for approval. Cities that have used this format include Bellflower and Placentia for freeway art and Arcadia for utility box art. Arcadia additionally used a professional art consultant to help administer the program and guide Staff in the limited role they played in their art program process. This format does; however, limit the ability for public input during the art evaluation process and leaves the Council as the only public body considering art projects. Staff would need to be trained and an organizational structure for this staff would need to be established in order to effectively operate under this option. Furthermore, many cities that elect to use this organization have dedicated staff with public art experience; our staff does not currently have this level of expertise. Due to these factors, Staff does not recommend this option.

Other Options

Two other organizational structures were considered, including future ad hoc committees and a dedicated art commission/committee. Ad hoc committees are limited in purpose and duration (generally no more than one-year) and must be reappointed each time they are formed. Since not all art projects can be decided in a one-year timeframe, Staff expects the constant re-establishing of an ad hoc committee will be burdensome. Dedicated committees/commissions are generally found in larger cities or cities with either a more robust or long-standing public art program. The volume of future art decisions is expected to be limited and sporadic. In the near term, there are roughly 14 utility boxes and a focus on providing public art at the Mountain Avenue underpass that will need to be completed. Additional artwork within Caltrans right-of-way is anticipated in the future, but will need to consider larger capital expenses, budget considerations, and coordination with Caltrans. The nature of public-focused art in private locations will be very sporadic, dependent upon the volume and costs of development within a select number of specific plan areas in the City. Due to the inconsistent and unknown nature of the volume of proposed art projects, Staff does not recommend these options, as any formed dedicated committee/commission likely will not have enough projects to maintain a regular agenda.

RECOMMENDATION

It is recommended that the City Council approve the Planning and Economic Development Commission as the recommending body for public art projects.

FISCAL IMPACT

None related to this decision. Staff is including a proposed budget for next fiscal year to allocate funds to continue the utility box art program and begin the process of selecting an artwork project for the Mountain Avenue underpass and abutting entry area.

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager



AGENDA REPORT

MEETING DATE: March 25, 2025

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Authorization for the City Manager to execute Community Recreation Joint Use Agreement with Duarte Unified School District

RECOMMENDATION: Staff recommends the City Council authorize the City Manager to execute this updated Community Joint Use Agreement between the City and Duarte Unified School District

FISCAL IMPACT: None at this time.

BACKGROUND

Since 1981, the City of Duarte and the Duarte Unified School District have had in place a joint use lease agreement. Under the Agreement, the City has the right to utilize the leased properties as community park spaces and for general recreational purposes for residents. The latest one, which was approved by City Council back in June of 2022, has since lapsed.

DISCUSSION/ANALYSIS

Prior to the end of this school year, City staff met with district personnel to review the long-standing agreement and discuss necessary updates based on each party's current usage. Some notable changes in the updated agreement include:

- The removal of Northview Park from Site #4, and addition of the gymnasium.
- The City relinquishing its usage of Site #6 and all associated responsibilities, with the exception of the site being available for community use for the City's annual Independence Day Celebration.
- With respect to the on-going construction encroaching on Site #7, language included on page A-1 allowing the City to revisit the terms of this agreement based on the overall condition and status of the site at the completion of the new gymnasium.

This updated agreement is a three-year term, and retroactively commences on June 14, 2024, and, unless terminated earlier in accordance with its terms, expires on June 30, 2027. The

District's Board of Education approved this Agreement on Thursday, March 13, 2025, at its regular scheduled board meeting.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute this updated Community Joint Use Agreement between the City and Duarte Unified School District

FISCAL IMPACT

None at this time.

ATTACHMENTS

A. Community Recreation Joint Use Agreement

Fiscal Review:



Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:



Brian Villalobos
City Manager

COMMUNITY RECREATION JOINT USE AGREEMENT

By and Between

The Duarte Unified School District

and

The City of Duarte

Dated March 25, 2025

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COMMUNITY RECREATION JOINT USE AGREEMENT

This Community Recreation Joint Use Agreement ("Agreement") is made effective on March 25, 2025 ("Effective Date") by and between the Duarte Unified School District ("District"), a California public school district, and the City of Duarte ("City"), a California municipal corporation. The District and the City may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. The District owns and operates public schools serving students in pre-Kindergarten through 12th grade, and such public schools are located within the boundaries of the City of Duarte or surrounding areas, in the County of Los Angeles, State of California. The District previously has leased portions of certain of its school and/or other properties to the City (each a "District Property"), so that the City could develop, operate, and permit use of those properties as satellite community parks ("Public Park Purposes"). In accordance with those prior leases, the City constructed public park improvements on those District Properties ("Park Improvements").

B. The most recent agreement providing for lease by the City of District Properties is dated June 15, 2022 ("2022 Agreement") and, in accordance with its terms, the 2022 Agreement expired and terminated on June 14, 2024. Section 12 of the 2022 Agreement provides that, upon termination of the 2022 Agreement, regardless of the reason for termination, all Park Improvements shall be deemed and construed to be the sole property of the District.

C. The City desires to continue using, for Public Park Purposes, the portions of the District Properties described in Exhibit "A" attached to this Agreement (each such portion a "Joint Use Property" and, if referring to multiple, the "Joint Use Properties"). The Park Improvements previously constructed by the City and associated with the Joint Use Properties are described in Exhibit "B" attached to this Agreement. The Parties acknowledge and agree that, because the Agreement Term (defined in Section 1.2 herein) is hereby deemed to have commenced retroactively, the City shall be deemed and construed to have retained ownership of all Park Improvements that it owned prior to June 14, 2024.

D. The District is amenable to the City continuing to use the Joint Use Properties for Public Park Purposes subject to all terms and conditions set forth in this Agreement. The Parties have entered into this Agreement based on authority set forth in Education Code Section 10900 *et seq.* and, as required by Education Code Section 19910, the Board of Education of the Duarte Unified District ("District Board") has determined that the use of the Joint Use Properties, in accordance with this Agreement, for Public Park Purposes will not interfere with use of the buildings, grounds, and equipment at the Joint Use Properties for any other purpose of the public school system.

NOW, in consideration of the foregoing and of their respective rights and obligations pursuant to this Agreement, consideration that each Party hereby acknowledges is adequate, the Parties agree as follows:

AGREEMENT

PART 1: CITY USE OF JOINT USE PROPERTIES GENERALLY

Section 1.1 License for Use. Subject to all other provisions of this Agreement, the District hereby grants a non-exclusive license to the City for use of the Joint Use Properties for Public Park Purposes ("License"), and such uses shall, in each case, be subject to all other provisions of this Agreement. The License hereby granted to the City authorizes entry in and upon the Joint Use Properties: (i) by City officers, employees, consultants and contractors for purposes relating to installation, replacement, maintenance, repair, operation, and removal of Park Improvements; and (ii) by members of the general public for purposes of using the Joint Use Properties for Park Purposes.

Section 1.2 Agreement Term. The term of this Agreement ("Agreement Term") shall be deemed and construed to have retroactively commenced on June 14, 2024, and, unless this Agreement is earlier terminated in accordance with its terms, the Agreement Term shall expire at 2:00 p.m. Pacific time on June 30, 2027. The Parties may agree to extend the Agreement Term, but only, in each case, by means of a written instrument that has been duly approved, signed and delivered by both Parties. For avoidance of doubt, the License shall terminate concurrently with termination of this Agreement, including, without limitation, termination due to expiration of the Agreement Term in the absence of an extension or further extension.

Section 1.3 Use Fees. Because of the benefits to each of the Parties and to the members of the general public that may arise from use of the Joint Use Properties for Public Park Purposes, the Parties acknowledge and agree that the City shall not be required to pay any use fees or other amounts in connection with, or as compensation for, its use of the Joint Use Properties for Public Park Purposes pursuant to and in accordance with this Agreement. Nothing in this Section shall be deemed or construed to limit or obviate the City's obligation to pay other amounts as may be specified in this Agreement.

Section 1.4 Schedule of Uses. Each Party's use of the Joint Use Properties and Park Improvements shall be subject to and conform with the schedule set forth in Exhibit "C" attached to this Agreement ("Schedule of Uses"). Except as the District, in its sole discretion, agrees in advance, in writing, the City shall not suffer or permit any of use of the Joint Use Properties for Public Park Uses other than specified in Exhibit C hereto.

Section 1.5 Coordination Meetings. Each Party shall designate an appropriate person to represent that Party for purposes of this Agreement (each a "Party Representative"). The Party Representatives shall meet annually during the Agreement Term to confer regarding this Agreement and the Parties' respective operations and activities at and on the Joint Use Properties. Unless the Party Representatives agree to alternate dates and locations for the annual meetings, such meetings: (i) shall occur during the second week of June of each year; and (ii) shall be held at the District's primary administrative offices. Such annual meetings shall be a forum for: (i) discussing issues relating to the uses by the Parties of the Joint Use Properties; (ii) coordinating the various uses of the Joint Use Properties; (iii) discussing possible revisions to the Agreement and/or any of its exhibits, including, without limitation, adjustment of responsibility for operational costs; and (iv) any other topics of relevance to this Agreement and the use of the Joint Use Properties. The foregoing is not intended to preclude discussions between the Parties at any other times for purposes of discussing this Agreement or the operations and activities at or on the Joint Use Properties. Notwithstanding anything to the contrary, all decision-making authority shall remain with the Parties' respective governing bodies,

except to the extent a Party's decision-making authority is duly and expressly delegated, in writing, by its governing body, and a copy of such written delegation has been provided in advance to the other Party.

Section 1.6 Ongoing Cooperation. Each Party, upon request of the other Party and to the extent reasonable and consistent with the provisions of this Agreement, shall cooperate with the other Party by executing such documents and/or taking such actions as are necessary for the Parties to achieve the purposes of this Agreement.

Section 1.7 Maintenance and Repair Obligations. The allocations to the Parties of responsibility for operation, maintenance, repair and replacement, as applicable, of Park Improvements and the Joint Use Properties, and for payment of associated costs, are set forth in Exhibit "D" attached to this Agreement. A Party shall be in breach of its obligations pursuant to this Agreement if it fails to timely perform any obligations and/or pay any costs for which it is responsible pursuant to Exhibit D hereto. Except as expressly provided in Exhibit D hereto (i.e., with respect to field closures), or except as the District may approve in advance and in its sole discretion, in no event shall the City perform its obligations pursuant to Exhibit D hereto at any times or in any manner that unreasonably interferes with any District operations at any Joint Use Property or District Property.

Section 1.8 City Personal Property. The City shall be responsible for providing any and all non-fixture, moveable equipment and other personal property needed for in connection with the City's obligations pursuant to this Agreement and/or the use of the Joint Use Properties for Public Park Purposes (collectively, "City Personal Property"). In no event shall the District be responsible or liable in connection with the theft, damage, or destruction of any City Personal Property that the City keeps or uses on any of the Joint Use Properties, including, without limitation, any theft, damage, or destruction attributable to any District student, parent, or visitor.

Section 1.9 Compliance With Applicable Law. At all times during the Agreement Term, the City shall comply with any and all federal, State of California, and local laws, regulations, ordinances, guidelines, and other governmental requirements, whether now in effect or as may hereafter be enacted or amended (collectively, "Applicable Law") that to any extent are applicable to: (i) the City's use of the Joint Use Properties pursuant to this Agreement; and/or (ii) the use of the Joint Use Properties for Public Park Purposes. Without limiting the foregoing, all improvements and modifications to the Joint Use Properties in connection with or relating to the Park Improvements or use of the Joint Use Properties for Public Park Purposes, including without limitation, improvements or modifications that affect access to the Joint Use Properties, are within the jurisdiction of the California Department of General Services, Division of State Architect ("DSA"), and the City shall be responsible for obtaining any and all approvals required by the DSA for such improvements and/or modifications. Notwithstanding anything in this Agreement that may be construed to the contrary, the City shall indemnify, defend and hold-harmless the District, consistent with Sections 6.1 and 6.2 herein, with respect to any and all Liabilities (defined in Section 6.1 herein) and Claims (defined in Section 6.2 herein) that arise from any failure to comply with Applicable Law by the City and/or any of its Party Agents (defined in Section 6.7 herein), contractors or subcontractors, and such obligations shall survive termination of this Agreement.

PART 2: INTERESTS IN REAL PROPERTY

Section 2.1 Title to Real Property. For avoidance of doubt, the License granted pursuant to this Agreement is a contractual right for the City to use the Joint Use Properties. Nothing in this Agreement shall be deemed or construed to constitute or result in a conveyance or transfer to the City

of any fee title or other property interest in or to any of the Joint Use Properties. Neither Party may record this Agreement in the real property records of the County of Los Angeles.

Section 2.2 Taxes. Both of the Parties are tax-exempt governmental entities, and the Parties do not anticipate that any taxes, assessments or other charges will be levied or assessed on or in connection with this Agreement and/or the use of the Joint Use Properties for Public Park Purposes. However, to the extent levied or assessed in connection with the existence of this Agreement and/or the use of the Joint Use Properties for Public Park Purposes, the City shall be responsible for and shall pay any and all such charges, including, without limitation, all real-property taxes, assessments, excises, levies, fees and other charges (whether general or special, ordinary or extraordinary, or foreseen or unforeseen). The foregoing payment obligation of the City extends to any and all possessory-interest taxes levied or assessed as a result of any governmental entity determining that this Agreement results in a private party having use of tax-exempt public property.

Section 2.3 Liens and Other Encumbrances.

Subsection 2.3.1 Liens Prohibited. In no event shall the City cause, suffer, authorize, or otherwise permit, whether directly or indirectly, any mortgage, pledge, lien (including, without limitation, any mechanic, labor, or materials lien), charge, security or other interest, claim or encumbrance of any nature whatsoever (each a "Lien") to be filed or recorded with respect to, placed on or assessed against, or to otherwise affect: (i) any of the Joint Use Properties; (ii) any of the District Properties; or (iii) any improvements (including, without limitation, Public Park Improvements) located on any District Property. The failure by the District to post or record any notices of non-responsibility shall in no way be deemed or construed to limit or negate any of the City's obligations pursuant to this Section 2.3.

Subsection 2.3.2 City Responsibilities. In each case that any Lien is filed, recorded or otherwise comes to exist contrary to the provisions of Subsection 2.3.1, the City shall: (i) notify the District, in writing, immediately upon discovering or otherwise learning that the Lien has come to exist; (ii) within twenty days after the Lien comes to exist, and at its sole cost and expense, cause the Lien to be discharged and released of record; and (iii) indemnify, defend, and hold-harmless the District, consistent with Sections 6.1 and 6.2 herein, with respect to the Lien and all matters arising from the Lien.

Subsection 2.3.3 District Rights and Recourse. In each case that the City fails to cause a Lien to be discharged or released of record within twenty days of when the Lien was filed, recorded or otherwise came to exist: (i) the District, without limiting any of its rights or recourse pursuant to this Agreement and/or Applicable Law, shall have the right to cause the discharge or release of the Lien, by payment, bonding (including, without limitation, obtaining and recording a lien release bond pursuant to California Civil Code Section 8424) or otherwise; (ii) the City shall reimburse the District for all costs and expenses that it incurs in connection with obtaining such release or discharge, including, without limitation, attorneys' fees and expenses; and (iii) the City shall not be relieved or released from its obligation to indemnify, defend, and hold-harmless the District pursuant to Subsection 2.3.2 herein.

Section 2.4 Survival. With respect to any and all acts, omissions, incidents, and events that occur prior to termination of this Agreement, the Parties' respective rights and obligations pursuant to this Part 2 shall survive termination of this Agreement.

PART 3: RESTRICTIONS ON USE OF HAZARDOUS MATERIALS

Section 3.1 Definition. For purposes of this Agreement, "Hazardous Materials" means any hazardous, explosive, radioactive or toxic substance, material or waste that is regulated by any federal, State of California, or local governmental authority, including, without limitation, any material or substance that is regulated, defined or listed as: (i) a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any law, rule, regulation, ordinance or court or administrative ruling, notice, order or decision; (ii) a petroleum or a petroleum derivative; (iii) a flammable explosive; (iv) a radioactive material; (v) a polychlorinated biphenyl; or (vi) asbestos, an asbestos derivative or an asbestos containing material.

Section 3.2 Compliance with Applicable Law Required. The City shall not possess, store or use, or permit the possession, storage or use of, any Hazardous Materials on or at any of the Joint Use Properties in a manner that violates any applicable federal, State of California or local law, regulation, ordinance, or other governmental requirement. A violation by the City of the foregoing prohibition shall constitute a material breach of this Agreement by the City. Notwithstanding the foregoing, the presence of gasoline, diesel fuel, and common vehicle lubricants in enclosed tanks of vehicles or equipment shall not be considered to be a violation of the requirements of this Part 3 if such fuels and lubricants: (i) are used in accordance with all applicable laws and regulations; and (ii) are not spilled, discharged or otherwise released on or at any of the Joint Use Properties.

Section 3.3 Notice of Hazardous Materials Discharges. The City must provide written notice to the District, in each case within five days of becoming aware of: (i) each spill, release or other discharge of any Hazardous Materials on or at any of the Joint Use Properties that reasonably might endanger any person or property and/or constitutes a violation of applicable law; and (ii) each notice, demand, claim or order received by the City from any governmental entity that relates to Hazardous Materials that may affect any of the Joint Use Properties.

Section 3.4 Indemnification. Notwithstanding anything in this Agreement that may be construed to the contrary, the City shall indemnify, defend and hold-harmless the District, consistent with Sections 6.1 and 6.2 herein, with respect to any and all Liabilities and Claims that arise from possession, storage, use, spill, release, or other discharge of Hazardous Materials on or at any Joint Use Property (or on any portion of a District property of which the Joint Use Property is a part) attributable to any extent to the City or any of its Party Agents, contractors, or subcontractors.

Section 3.5 Survival. With respect to any and all acts, omissions, incidents and events that occur prior to termination of this Agreement, the Parties' respective rights and obligations pursuant to this Part 3 shall survive termination of this Agreement.

PART 4: FORCE MAJEURE

Section 4.1 Non-Performing Party Not Liable. Notwithstanding anything to the contrary, a Party shall not be responsible or liable if it is delayed or fails to perform any one or more of its obligations pursuant to this Agreement, nor shall any such delay or failure constitute a breach by the non-performing Party, if and to the extent such delay or failure was caused by an event, occurrence, or incident that: (i) reasonably is beyond the control of the nonperforming Party; (ii) was not caused in whole or in part by any negligence or willful misconduct of, or any act or omission contrary to the provisions of this Agreement by, the non-performing Party or any of its Party Agents, contractors, or

subcontractors; and (iii) prior to when the event, occurrence or incident occurred, the event reasonably could not have been anticipated (each a "Force Majeure Event").

Section 4.2 Scope of Force Majeure Events. Force Majeure Events may include, but are not limited to, the following events if they occur after the Effective Date: (i) riots or similar civil disturbances; (ii) acts of war, terrorism, or sabotage; (iii) epidemics, pandemics, or other public health emergencies; (iv) acts of nature, including, but not limited to, earthquakes, floods, and wildfires; and (v) the appropriation or diversion of resources by order of any governmental entity with competent jurisdiction. Notwithstanding anything in this Part 4 or otherwise, in no event shall any Force Majeure Event be deemed or construed to relieve a Party from: (i) any payment obligation it may have pursuant to or in connection with this Agreement or the use of the Joint Use Properties for Public Park Purposes; or (ii) any obligation it may have pursuant to any provision of Parts 2, 3, 5, 6, 7, or 9 herein.

Section 4.3 Procedural Requirements. In each case that a Party desires to assert a Force Majeure Event as justification for its failure to fully and/or timely perform any of its obligations pursuant to this Agreement: (i) the nonperforming Party must promptly give, to the other Party, written notice that describes in reasonable detail the particulars of such Force Majeure Event; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required to accommodate the Force Majeure Event; (iii) the nonperforming Party shall proceed with reasonable diligence to remedy its inability to perform and shall provide reasonable periodic progress reports to the other Party describing actions taken to mitigate the effects of the Force Majeure Event; and (iv) the nonperforming Party shall resume its performance as soon as reasonably possible and, when it does, shall give to the other Party written notice that performance has resumed.

PART 5: INSURANCE REQUIREMENTS

Section 5.1 Required Coverage Generally. Each Party, at its own cost and at all times while this Agreement is in effect, shall have in effect such insurance coverage as, in the Party's prudent business judgment, is necessary, appropriate and sufficient to protect that Party (including, without limitation, with respect to potential liabilities to the other Party in connection with this Agreement), the Joint Use Properties, and any personal property owned by that Party that is located on any of the Joint Use Properties. Such insurance shall include, at a minimum, general liability insurance, property insurance, vehicle liability insurance, and workers' compensation insurance (collectively, the "Required Policies"). All Required Policies shall be written on an "occurrence" basis, not on a "modified occurrence" or "claims made" basis.

Section 5.2 Minimum City Coverage. Notwithstanding Section 5.1 herein, the City shall have in effect: (i) comprehensive general liability insurance providing coverage in an amount not less than \$1,000,000 per occurrence and, if an aggregate limit applies, then not less than \$4,000,000 aggregate shall apply specifically to this Agreement; (ii) vehicle liability insurance providing coverage in an amount not less than \$1,000,000 per occurrence and, if an aggregate limit applies, then not less than \$2,000,000 shall apply specifically to this Agreement; (iii) property insurance providing coverage in an amount not less than the full replacement value of the Park Improvements; and (iv) workers' compensation insurance providing coverage in such amounts as may from time to time be required by California law.

Section 5.3 Additional Requirements. Each Party's Required Policies, except for its workers' compensation policy, shall be endorsed to add the other Party as an additional insured, and there shall be no coverage limitations applicable to any additional insured that are not also applicable to the policyholder. With respect to its Required Policies, each Party hereby waives, on behalf of itself and

each of its insurers, any and all rights the Party or its insurers may have to subrogation against the other Party, and each of the Required Policies shall be endorsed to include such waiver. Each Party's Required Policies, except for its workers' compensation policy, shall also provide, without limitation, for severability of interests (separation of insureds). Any and all deductibles or self-insured retentions applicable to a Party's Required Policies shall be subject to approval by the other Party, which approval shall not be unreasonably withheld, delayed or conditioned. In no event shall any Required Policy establish situs as anywhere other than in the State of California.

Section 5.4 Insurer Standards. Each Required Policy must be issued by an insurer authorized to do business in the State of California and having an A.M. Best Company rating of not less than an "A minus" and Financial Size Category of not less than "IX." Notwithstanding the foregoing, a Party may obtain and maintain any one or more of its Required Policies through a joint-powers insurance authority or cooperative of which the Party is a member, provided that such Required Policies satisfy all other requirements of this Part 5.

Section 5.5 Evidence of Coverage. Not later than fifteen days after the Effective Date, each Party shall provide, to the other Party, copies of certificate(s) reasonably evidencing that the providing Party has in effect the insurance policies required pursuant to this Part 5 (each a "Certificate of Insurance"). Not later than thirty days prior to the expiration of any of its Required Policies, a Party shall provide, to the other Party, such Certificate(s) of Insurance as evidence the renewal of those Required Policies. Each Certificate of Insurance issued on behalf of a Party shall: (i) specify the additional-insured and other endorsements required pursuant to this Part 5; and (ii) require that the insurer provide written notice to the other Party not later than thirty days prior to cancellation, termination, reduction in coverage or expiration without renewal of such insurance policies, or not less than ten days prior to cancellation for non-payment of premium. Nonetheless, if a Party, after making reasonable efforts, is unable to obtain an endorsement that conforms with the foregoing notice requirements, the Party shall have an independent obligation to provide written notice to the other Party not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any Required Policy, except for cancellation due to non-payment of premium, in which case the Party must provide such notice not less than ten days prior to cancellation.

Section 5.6 Review of Coverage. In the event of a dispute or other circumstance that reasonably might implicate coverage provided by one or more of a Party's Required Policies, and regardless of whether litigation or any other proceedings involving one or both of the Parties is then pending, the other Party may request in writing that the policyholder Party provide a copy of any or all of its Required Policies, and the policyholder Party must provide a full and complete copy of each requested Required Policy and related endorsements, to the requesting Party, within thirty days after receipt of the request. A Party that has obtained copies of any one or more of the other Party's Required Policies shall make reasonable efforts to maintain the confidentiality of those Required Policies, excepting any and all disclosures: (i) necessary in connection with any disputed matter or other circumstance that implicates coverage pursuant to those Required Policies; and/or (ii) required by Applicable Law. Each Party's rights and obligations pursuant to this Section shall survive the termination of this Agreement.

Section 5.7 Failure to Comply with Insurance Requirements. Notwithstanding anything that may be construed to the contrary, the failure by a Party to have in effect, in strict accordance with this Part 5, any and all insurance coverage required pursuant to this Part 5 shall be deemed and construed to

be a material breach by that Party of its obligations pursuant to this Agreement, not as a waiver by the other Party.

Section 5.8 Insurance Not a Limitation on Liability. Neither the existence or amount of any insurance coverage required pursuant to this Part 5 or otherwise in effect, nor the amount of or receipt of proceeds of any such insurance, shall be deemed or construed to constitute a limitation of any type whatsoever on the liability of a Party in connection with this Agreement.

PART 6: INDEMNIFICATION AND RELATED OBLIGATIONS

Section 6.1 Claims Arising from Sole Acts. Without limiting anything else in this Agreement, a Party (as "Indemnitor") shall indemnify, defend and hold-harmless the other Party (as "Indemnitee") with respect to any and all damages, losses, judgments, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever (each a "Liability" and, if referring to more than one, the "Liabilities") that arise solely from: (i) any act or omission of the Indemnitor or any of its Party Agents, contractors, or subcontractors that is contrary to any provision of this Agreement; and/or (ii) any negligent act, negligent omission, or willful misconduct by the Indemnitor or any of its Party Agents, contractors, or subcontractors in connection with this Agreement or the use of the Joint Use Park Properties for Public Park Purposes.

Section 6.2 Defense Obligation. An Indemnitor, at its sole cost and expense, shall defend the Indemnitee with respect to any and each claim, demand, cause of action, action, and other proceeding (each a "Claim") within the scope of the Indemnitor's obligations pursuant to Section 6.1 herein. Each such defense must be conducted by qualified and appropriately experienced legal counsel that is: (i) acceptable to the Indemnitee in its reasonable discretion; and (ii) selected, retained, and compensated by the Indemnitor at its sole cost and expense. If the Indemnitee consents to a request by the Indemnitor or its legal counsel to participate in any a defense by the Indemnitor, or if the Indemnitee otherwise is required to participate in any such defense, the Indemnitor shall pay all costs incurred by the Indemnitee in doing so, including, without limitation, reasonable attorneys' fees and other legal costs. If, following tender by an Indemnitee, the Indemnitor unreasonably refuses to provide a defense of any claim or other matter that, whether by direct assertion or by inference, is within the scope of the Indemnitor's obligations pursuant to Section 6.1 herein, then: (i) the Indemnitee shall be entitled to provide its own defense; and (ii) the Indemnitor shall not thereby be excused from its obligations to indemnify and hold-harmless the Indemnitee.

Section 6.3 Claims Arising from Joint Acts. Except as provided in Section 6.4 herein, each Party shall provide its own defense with respect to any and each Liability and/or Claim that reasonably is attributable to: (i) acts or omissions by both Parties and/or their respective Party Agents that are contrary to any provision of this Agreement; and/or (ii) any negligent acts or omissions, or willful misconduct, attributable to both Parties and/or their respective Party Agents in connection with this Agreement or the use of the Joint Use Park Properties for Public Park Purposes. With respect to each Claim within the scope of this Section, and subject to recovery of costs as provided pursuant to this Part 6, each Party shall: (i) retain its own legal counsel to defend the Claim; and (ii) shall be responsible for paying its own attorneys' fees and other defense costs.

Section 6.4 Joint Defense of Claims. Notwithstanding Section 6.3 herein, the Parties may agree, in writing, to jointly defend any Claim that is within the scope of Section 6.3 herein (each a "Joint Defense Agreement"). In each such case, the Joint Defense Agreement shall specify the choice of legal counsel to defend such Claim. Except as provided in Section 6.5 herein or as may be provided in the

Joint Defense Agreement, the Parties shall be responsible for paying equal shares of the costs and expenses associated with the joint defense of a Claim, and for paying equal shares of, as applicable: (i) all damages and other amounts payable to the claimant(s) pursuant to an applicable, final, and binding court decision; (ii) all amounts payable to the claimant(s) pursuant to an applicable written settlement; or (iii) all damages and other amounts payable to the claimant(s) pursuant to an applicable, final, and binding arbitration decision. With respect to any particular Claim, and except as provided in Section 6.5 herein or as may be provided in an applicable Joint Defense Agreement, the Parties shall be entitled to receive equal shares of: (i) all damages and other amounts payable to one or both Parties pursuant to an applicable, final, and binding court decision; (ii) all amounts payable to one or both Parties pursuant to an applicable written settlement; or (iii) all damages and other amounts payable to one or both Parties pursuant to an applicable, final, and binding arbitration decision.

Section 6.5 Comparative Fault. Either Party may request that any court decision, settlement, or arbitration decision associated with a Liability or Claim determine and allocate the comparative fault, if any, of the Parties. Notwithstanding anything in this Part 6 or otherwise that may be construed to the contrary, in the event any final and binding court decision, settlement, or arbitration decision determines and allocates the comparative fault of the Parties, a Party shall be entitled to reimbursement, from the other Party, in amounts consistent with such comparative fault, of the damages, losses, judgments, costs, and expenses reasonably incurred by the entitled Party in connection with the associated Liability or Claim, including, without limitation: (i) costs paid in the form of a deductible or self-insured retention; and (ii) reasonable attorneys' fees and other legal costs.

Section 6.6 Statutory Liability. In the event a final court decision or final arbitration decision determines that this Agreement is an agreement within the scope of Government Code Section 895 *et seq.* and, in connection therewith, imposes liability on a Party solely by virtue of Government Code Section 895.2, that Party shall be entitled to reimbursement, in full, of all associated costs incurred by that Party, including, without limitation and as applicable, damages, losses, judgments, settlement amounts, and attorneys' fees and other legal costs. In the event Government Code Sections 895 and/or 895.2 are revised or repealed, the requirements of this Subsection shall apply with respect to any and all similar, successor or superseding laws that impose liability on a Party consistent with provisions of Government Code Section 895.2 in effect on the Effective Date.

Section 6.7 Scope of Indemnification Obligations. For purposes of this Agreement, a Party's board or council members, officers, employees, and duly authorized agents are referred to herein, collectively, as its "Party Agents." Each and every obligation that a Party has pursuant to or in connection with this Agreement, whether pursuant to this Part 6 or otherwise, to indemnify, defend, and/or hold-harmless the other Party shall be deemed and construed as an obligation to indemnify, defend and/or hold-harmless the other Party and its Party Agents, and each of them.

Section 6.8 Settlement. In no event shall a Party agree to settle any Liability or Claim for which the other Party or any of its Party Agents may to any extent be responsible or liable, absent the written consent of the other Party. A Party's written consent to settlement may be conditioned upon, among other things, that: (i) the settlement fully and finally resolves all existing and potential Liabilities and Claims that have been or could be asserted against that Party or any of its Party Agents, whether known or unknown as of the settlement date; and/or (ii) neither that Party nor any of its Party Agents shall have any further or continuing obligations following settlement, other than as may expressly be set forth in this Agreement.

Section 6.9 Personal Liability. In connection with any default or breach by either Party of its obligations pursuant to this Agreement, or in connection with any Dispute that arises from this Agreement, no Party Agent of either Party shall be personally liable to any person or entity, except to the extent of such person's liability pursuant to the Government Claims Act (Government Code Section 810 *et seq.*) or other Applicable Law.

Section 6.10 Survival. With respect to any and all acts, omissions, incidents and events that occur prior to termination of this Agreement, and regardless of the reason for termination, the Parties' respective rights and obligations pursuant to this Part 6 shall survive termination of this Agreement.

PART 7: DISPUTE RESOLUTION

Section 7.1 Default. In connection with this Agreement and/or the use of the Joint Use Properties for Public Park Purposes, a Party shall be deemed and construed to be in default of its obligations pursuant to this Agreement in each of the following situations:

- (i) The Party fails to fully and satisfactorily perform any material obligation that it has pursuant to this Agreement, as and when required;
- (ii) The Party fails to comply or conform with any provision of this Agreement or Applicable Law;
- (ii) The Party makes a general assignment of all or a majority of its assets for the benefit of creditors;
- (iii) Any petition for bankruptcy of the Party is filed in federal bankruptcy court, regardless of whether the petition is voluntary or involuntary, and regardless of whether the petition seeks dissolution or reorganization;
- (iv) A court of competent jurisdiction appoints a trustee or receiver to manage or otherwise control all or a majority of the Party's assets;
- (v) A court of competent jurisdiction makes all or a majority of the Party's assets subject to attachment, execution or other judicial seizure; and
- (vi) A court of competent jurisdiction determines that the Party has become insolvent or otherwise unable to pay its debts when due.

Section 7.2 Notice of Default. If a Party (as the "Aggrieved Party") determines that the other Party (as the "Responding Party") is in default in any one or more of the ways specified in Section 7.1 herein, the Aggrieved Party may give written notice of default to the Responding Party ("Notice of Default"). Each Notice of Default shall include a reasonably detailed description of the facts and circumstances that constitute a default and, to the extent reasonably possible, an explanation as to how the Responding Party may cure the default. A Responding Party shall have thirty days from receipt of a Notice of Default to cure each default specified in the Notice of Default.

Section 7.3 Conditions Precedent to Exercise of Remedies. In each case that a dispute arises out of this Agreement or the use of any of the Joint Use Properties for Public Park Purposes (each a "Dispute"), each of the following shall be a condition precedent to an Aggrieved Party seeking any legal or equitable remedy in response to an alleged default by the Responding Party: (i) the Aggrieved Party has given of a Notice of Default and the applicable thirty-day cure period has expired absent adequate

cure by the Responding Party of the default specified in the Notice of Default; and (ii) the Parties have complied with requirements for informal dispute resolution set forth in Section 7.4 herein. If the Responding Party does not adequately cure each default within the applicable thirty-day period, either Party may, following expiration of that thirty-day period, give notice to the other Party to thereby invoke informal dispute resolution pursuant to Section 7.4 herein ("Dispute Resolution Notice").

Section 7.4 Informal Dispute Resolution. The Parties shall make good-faith and reasonable efforts to resolve each Dispute by: (i) engaging in direct and ongoing discussions; and (ii) considering potential compromises of their respective positions. The Parties, in each case, shall commence the discussions required by this Section within a reasonable time, not in excess of seven calendar days, after receipt by the recipient Party of the Dispute Resolution Notice. If, after diligently making such efforts to resolve a Dispute for at least thirty calendar days, the Parties cannot resolve the Dispute, either Party may give written notice to the other Party that the efforts to informally resolve the Dispute have been unavailing and, therefore, have been terminated effective upon receipt of the notice. The attempts at resolving a Dispute required by this Section shall be a condition precedent to a Party exercising any available remedy in response to the Dispute, except in the event the other Party refused or failed to undertake the good-faith reasonable efforts required by this Section.

Section 7.5 Remedies Not Limited. Subject to compliance with Sections 7.2, 7.3, and 7.4 herein in connection with any particular Dispute, a Party, with respect to that Dispute, shall have the right to pursue any and all remedies available pursuant to this Agreement and Applicable Law, including, without limitation, the right to terminate this Agreement pursuant to Section 8.2 herein. Neither the remedies nor the defenses available to either of the Parties in connection with this Agreement and/or the use of the Joint Use Properties for Public Park Purposes are exclusive, and a Party may exercise any remedy or defense individually or in combination with any other available remedy or defense. Nothing in this Agreement shall be deemed or construed to prohibit a Party from disputing that a default has occurred or that it is responsible for the default.

Section 7.6 Governing Law and Venue. This Agreement and all Disputes and other matters arising from this Agreement and/or the use of the Joint Use Properties for Public Park Purposes shall be governed by and interpreted in accordance with California law. Each action and other proceeding that arises from this Agreement shall be initiated in, and unless a court of competent jurisdiction determines that a change in venue is necessary to ensure fundamental fairness, shall be conducted in, the County of Los Angeles, California.

Section 7.7 Attorneys' Fees and Other Legal Costs. In connection with each Dispute, action, and other proceeding involving the Parties that arises from this Agreement and/or the use of the Joint Use Properties for Public Park Purposes, each Party shall be responsible for paying its own attorneys' fees, expert witness fees, court costs, and other legal expenses and costs.

Section 7.8 Discretion to Mediate, Arbitrate, or Settle. Nothing in this Agreement shall be deemed or construed to require that the Parties resolve disputes through mediation, nonbinding arbitration, or binding arbitration. However, each Party, in its sole discretion, may agree in writing to mediation and/or arbitration in connection with any particular Liability, Claim or Dispute, subject to such terms and conditions as the Party deems appropriate.

PART 8: TERMINATION

Section 8.1 Termination Due to Expiration of Agreement Term. This Agreement shall terminate, automatically and without need for notice or action by either Party, upon expiration of the Agreement Term in the absence of any extension (or further extension) of the Agreement Term pursuant to Section 1.2 herein.

Section 8.2 Termination Due to Failure to Cure Default. Subject to compliance with applicable requirements of Sections 7.2 through 7.4, inclusive, herein, an Aggrieved Party may terminate this Agreement, with respect to any or all of the Joint Use Properties, by giving written notice to the Responding Party, if the Responding Party failed to cure an applicable default within the time permitted by Section 7.2 herein. In such event, the termination shall be effective immediately upon receipt by the Responding Party of the Aggrieved Party's notice of termination.

Section 8.3 City Termination for Convenience. The City, in its sole discretion, may terminate this Agreement, with respect to any or all of the Joint Use Properties, and without need for reason or cause, by giving written notice of termination to the District. In such event, the termination shall be effective on the date that is thirty days following receipt by the District of the City's notice of termination.

Section 8.4 District Termination for Convenience. At any time on or after the date that is two years after the Effective Date, the District, in its sole discretion, may terminate this Agreement, with respect to any or all of the Joint Use Properties, and without need for reason or cause, by giving written notice of termination to the City. In such event, the termination shall be effective on the date that is ninety days following receipt by the City of the District's notice of termination, or as of such later date as may be specified in that notice.

Section 8.5 District Termination Due to Closure or Reconfiguration of Schools. At any time after the Effective Date, the District may terminate this Agreement, with respect to any of the Joint Use Properties and from time to time, in each case by giving written notice of termination to the City, if the District, in its sole discretion, determines: (i) to close the school associated with a Joint Use Property, either permanently or for a period of at least one school or calendar year; and/or (ii) to reconfigure the layout or location of any field, parking lot, building or other improvement at a school associated with a Joint Use Property. In such event, the termination shall be effective on the date that is ninety days following receipt by the City of the District's notice of termination, or as of such later date as may be specified in that notice.

Section 8.6 Effect of Termination. Upon termination of this Agreement with respect to any one or more, but not all, of the Joint Use Properties, and regardless of the reason(s) for termination, any and all rights of the City pursuant to this Agreement shall cease, with respect to those Joint Use Properties. Upon termination of this Agreement in its entirety, and regardless of the reason(s) for termination, all of the Parties respective rights and obligations pursuant to this Agreement shall cease. Notwithstanding the foregoing, any and all rights and obligations pursuant to this Agreement that are specified as surviving termination of this Agreement, or that by their nature are intended to survive termination of this Agreement, shall survive termination of this Agreement whether in whole or in part.

Section 8.7 Surrender by City. On or before the effective date of each termination, in whole or in part, of this Agreement, and regardless of the reason(s) for termination, all of the following shall be applicable:

- (i) The City shall cease all of its uses, shall vacate, and shall surrender, to the District, all of the Joint Use Properties subject to the termination, which, upon surrender to the District, must be in good condition and repair, excepting reasonable wear and tear;
- (ii) Ownership and title to any and all Park Improvements associated with the Joint Use Properties subject to the termination shall be deemed and construed for all purposes to have been conveyed to the District, as of the effective date of the termination;
- (iii) Upon request of the District from time to time in connection with termination, in whole or in part, of this Agreement, the City shall execute, notarize and deliver to the District, reasonable documentation provided by the District that evidences the District's ownership of the Park Improvements;
- (iv) The City shall retain ownership of any and all City Personal Property located on or at any of the Joint Use Properties;
- (v) If this Agreement terminates, in whole or in part, for any reason other than termination pursuant to Section 8.2 herein, the City, in each case, shall have removed all City Personal Property from the Joint Use Properties subject to termination prior to the effective date of the termination;
- (vi) If this Agreement terminates, in whole or in part, pursuant to Section 8.2 herein, the City shall remove all of the City Personal Property from the Joint Use Properties subject to termination, in each case, within twenty days following the effective date of the termination, and the License shall remain in effect during that twenty-day period solely for purposes of this clause;
- (vii) If the City fails to timely remove any City Personal Property in accordance with whichever of the foregoing clauses (v) or (vi) is applicable, the City shall be deemed and construed for all purposes to have abandoned such City Personal Property, and to have relinquished and conveyed to the District all rights and title to, and interests in, such City Personal Property;
- (viii) The District may keep, sell, donate, and/or dispose of any City Personal Property conveyed to the District pursuant to the foregoing clause (vii), and, with respect to such City Personal Property, the City shall indemnify, defend, and hold-harmless the City consistent with Sections 6.1 and 6.2 herein, including, without limitation, in connection with any and each claim by a third party of ownership of some or all of the City Personal Property; and
- (ix) The Parties respective rights and obligations pursuant to this Section shall survive termination of this Agreement, whether in whole or in part, and regardless of the reason(s) for termination.

Section 8.8 No Holdover Tenancy. No failure by the City, following an applicable termination in whole or in part of this Agreement, to surrender possession of any one or more of the Joint Use Properties and associated Park Improvements, in accordance with Section 8.7 herein, shall be deemed or construed to result in the City having any month-to-month or other holdover tenancy.

PART 9: GIVING OF NOTICE

Section 9.1 General Requirements. Any and all notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Part 9. The requirements of this Part 9 shall not be deemed or construed to apply to: (i) communications between the representatives of the Parties for purposes of regular or routine administration of this Agreement; or (ii) service of process in accordance with any applicable law or rule of court.

Section 9.2 Methods of Delivery. Each Notice must be delivered via: (i) registered or certified United States mail (postage pre-paid and return receipt requested); (ii) FedEx, U.P.S. or other reliable, private delivery service (with signature of recipient obtained on electronic or other delivery receipt); or (iii) email transmission (with hard copy of original Notice deposited into the U.S. Mail, First Class postage prepaid, within 12 hours after transmission). Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach by that Party of its obligations pursuant to this Agreement.

Section 9.3 Additional Requirements for Notice by Email. Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, and unless the sender has actual knowledge of the then-current correct email address of each intended recipient, the sender must call and confirm the then-current email address of each intended recipient prior to sending the Notice, or must use some other method of delivering the Notice. As an additional condition to sending a Notice by email, the reference line must indicate that it is a "Notice Relating to Joint Use Agreement."

Section 9.4 Persons to Whom Notices Must be Sent. Notices sent to a Party must be addressed and delivered to the Party's address and representative specified below in this Section. A copy of each Notice sent to a Party must also be sent to that Party's legal counsel. A Party or its legal counsel may change its address and/or other contact information for purposes of this Agreement by giving Notice in accordance with this Part 9. Notices shall, as applicable, be addressed as follows:

To the District:

Duarte Unified School District
Attn: Asst. Supt., Business Services
1620 Huntington Drive
Duarte, CA 91010
Email: tbell@duarteusd.org

To the City:

City of Duarte
Attn: City Manager
1600 Huntington Drive
Duarte, CA 91010
Email: bvillalobos@accessduarte.com

To District Legal Counsel:

Atkinson, Andelson, Loya, Ruud & Romo
Attn: Brian W. Smith
20 Pacifica, Suite 1100
Irvine, CA 92618
Email: brian.smith@aallr.com

To City Legal Counsel:

Rutan & Tucker, LLP
Attn: Thai Viet Phan
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Email: tphan@rutan.com

Section 9.5 Actual Receipt Required. A Notice shall be deemed to have been given or served only upon actual receipt by the addressee. In the case of Notice given by email, "actual receipt" shall mean delivery to the recipient's email in-box. Notwithstanding anything to the contrary, if any Notice

(including, without limitation, any Notice delivered by email) is delivered after 4:30 p.m. Pacific Time, or is delivered on any day that is not a business day, the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day.

PART 10: MISCELLANEOUS PROVISIONS.

Section 10.1 Relationship of Parties. For all purposes of or relating to this Agreement and the use of the Joint Use Properties for Public Park Purposes, the Parties shall be deemed and construed to be independent contracting parties. Nothing in this Agreement or the acts of the Parties in connection with this Agreement shall be deemed or construed to have created any partnership, joint venture, or relationship other than two independent, arms-length contracting parties.

Section 10.2 Assignment Prohibited. Neither Party shall assign this Agreement (in whole or in part) or any of its rights pursuant to this Agreement, or delegate any of its duties or obligations pursuant to this Agreement, without the express written consent of the other Party given in advance of the assignment or delegation. A Party, in its sole discretion, may deny, delay or condition its consent to any such assignment by the other Party. Notwithstanding the foregoing, the City's consent is not required for any assignment or delegation by the District in connection with a transfer of territory or other reorganization of the District pursuant to Education Code Sections 35500 *et seq.* or 35700 *et seq.* Any purported assignment or delegation contrary to the requirements of this Section shall be null and void *ab initio*. Subject to the foregoing, this Agreement shall be binding on the Parties' respective duly authorized successors and assigns.

Section 10.3 No Third-Party Beneficiaries. Notwithstanding any benefits to the general public that may arise from the use of the Joint Use Properties for Public Park Purposes, the Parties have entered into this Agreement solely for their own purposes and benefit. This Agreement shall not be deemed or construed to benefit of any person, firm, organization, or other entity that is not a party to this Agreement, and no such person or entity shall have any right or cause of action pursuant to or as a consequence of this Agreement.

Section 10.4 Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party received, or had unqualified opportunities to receive, independent advice from its own legal counsel with respect to the meaning of the provisions in this Agreement and the advisability of executing this Agreement. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against a Party based on whether it or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 10.5 Periods of Time. Unless expressly qualified as business days, each reference in this Agreement to one or more days shall mean calendar days. Unless expressly specified otherwise, references in this Agreement to any number of days or other periods of time shall mean consecutive days or other periods of time. For all purposes of this Agreement, the term "business day" means any day that is not: (i) a Saturday or Sunday; (ii) an official federal or State of California holiday; or (iii) with respect to a Party's administrative staff, a furlough day mandated by the Party's board or council, or by any agency or department of the State of California.

Section 10.6 Recitals and Exhibits. Each and all Recitals set forth at the beginning of this Agreement are hereby incorporated as part of this Agreement, but only for purposes of interpreting the intent of the Parties in entering into this Agreement. Each and all Exhibits referenced herein and attached hereto are hereby incorporated as operative and effective provisions of this Agreement.

Section 10.7 Headings and Captions. The Part, Section, Subsection, Exhibit and, if any, other headings and captions set forth in this Agreement have been included solely for the convenience of the reader, and in no event shall any such heading or caption be deemed or construed to establish, define or limit the meaning of any provision herein.

Section 10.8 Severability. If a court of competent jurisdiction determines that a provision of this Agreement is to any extent invalid, void or illegal, that determination: (i) shall be narrowly construed to apply only to the extent specified by the court; and (ii) shall not be deemed or construed to apply to, adversely affect, impair, or invalidate any other provision of this Agreement. Any and all provisions of this Agreement not expressly within the scope of the court's determination shall: (i) remain in full force and effect; and (ii) shall be interpreted, to the extent legally possible, to effect the intent of the Parties in agreeing to the invalid, void or illegal provision.

Section 10.9 Waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance or compliance with any requirement, obligation or other provision of this Agreement, nor any forbearance or indulgence by that Party in regard to any such requirement, obligation or other provision, shall be deemed or construed to limit or negate that Party's right at a later time to enforce the same or any other requirement, obligation, or provision of this Agreement. A waiver by a Party of any requirement, obligation, or other provision of this Agreement shall be valid and binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any requirement, obligation, or other provision of this Agreement shall not: (i) constitute a waiver of any other requirements, obligations or other provisions in this Agreement, regardless of whether any of those may be similar to the waived requirement, obligation, or provision; and (ii) be construed as a continuing waiver.

Section 10.10 Integration. This Agreement sets forth the entire understanding and agreement of and between the Parties relating to the use of the Joint Use Properties for Public Park Purposes, and any and all prior and contemporaneous discussions, negotiations, understandings, representations, and agreements relating to such subject matter, whether oral or written, are hereby superseded and replaced. For avoidance of doubt, and without limiting the foregoing, the 2022 Agreement no longer has any force or effect whatsoever, except to the extent of provisions therein that, expressly or as reasonably inferable, survived termination of the 2022 Agreement.

Section 10.11 Modifications. This Agreement may be amended or otherwise modified, in each case, only by means of a written instrument that has been duly approved, signed, and delivered by both Parties.

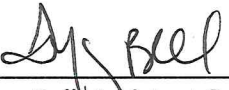
PART 11: EXECUTION AND DELIVERY.

Section 11.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement bearing original signatures of both Parties. Although execution of this Agreement using DocSign, Adobe Sign, or similar technology is not hereby authorized, original signatures scanned into PDF format and delivered via email shall be valid and binding for all purposes of this Agreement.

Section 11.2 Due Authority. Each person who has signed this Agreement on behalf of a Party shall thereby be deemed and construed to represent and warrant that he, she, or they has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as evidenced by the signatures, below, of their respective, duly authorized representatives.

Duarte Unified School District

By: 
Tiffany Bell, Assistant Superintendent,
Business Services

Approved as to form:

By: Atkinson, Andelson, Loya, Ruud & Romo,
Attorneys for the Duarte Unified School

By: 
Brian W. Smith, Legal Counsel

City of Duarte

By: _____
Brian Villalobos, City Manager

Attest:

By: _____
Annette Juarez, City Clerk

Approved as to form:

By: _____
Thai Viet Phan, City Attorney

District Board Approved: March 13, 2025

EXHIBIT "A"
DESCRIPTION OF JOINT USE PROPERTIES

SITE NO. 1	<u>Valley View Elementary School</u> : Current Glenn Miller Park site north of the developed school site including sand play area and equipment.
SITE NO. 2	<u>Beardslee Academy</u> : Current Beardslee Park site south and east of developed school site including blacktop area and parking lot bordering Buena Vista Street, a large grass field and sand play area and play equipment.
SITE NO. 3	<u>Andres Duarte Academy</u> : Current Andres Duarte Satellite Park site south westerly portion of Andres Duarte Elementary School.
SITE NO. 4	<u>California School of the Arts SGV (CS Arts)</u> : Only the gymnasium.
SITE NO. 5	<u>Mount Olive (M.I.T.) High School and Andres Duarte Academy</u> : Current Otis Gordon Sports Park site southerly portion of M.I.T. including 2 ball fields and large grass fields.
SITE NO. 6	<u>Duarte High School</u> : Includes only the large grass field northwesterly of Duarte High School (i.e., does not include Duarte Sports Park North Fields.), and only for purposes of the City's annual Independence Day celebration.
SITE NO. 7	<u>Duarte High School</u> : Duarte Sports Park South Fields, south westerly of Duarte High School including 2 ball fields, large grass field, snack bar building, a skateboard park, tennis courts, 2 parking lots, and a Futsal Courts site. For avoidance of doubt, the Joint Use Facilities do not include the gymnasium at Duarte High School.**

**** Note:** Notwithstanding the foregoing or anything else that may be construed to the contrary: (i) Site No. 7 shall include whatever configuration of the facilities described above as may exist following completion of any and all construction of the gymnasium at Duarte High School and related improvements; and (ii) if any facilities at Site No. 7 described above are removed, and not reconstructed or relocated, those facilities shall be deemed and construed to have been deleted from the foregoing table. Following completion of the construction of the gymnasium at Duarte High School and related work, and subject to compliance with Section 10.11 of the main body of this Agreement, the Parties, each in its discretion, may agree to modify the facilities comprising Site No. 7.

EXHIBIT "B"
DESCRIPTION OF EXISTING CITY PARK IMPROVEMENTS ON JOINT USE PROPERTIES

SITE NO. 1	<u>Glenn Miller Park at Valley View Elementary School</u> • Sand play area, playground equipment • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQs • Concrete steps, pads, paths and misc. infrastructure
SITE NO. 2	<u>Beardslee Park at Beardslee Academy</u> • Sand play area, playground equipment • Restroom building • Large grass field • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQs • Concrete steps, pads, paths and misc. infrastructure • Perimeter fencing • Monument sign
SITE NO. 3	<u>Andres Duarte Satellite Park at Andres Duarte Academy</u> • Concrete steps, pads, paths and misc. infrastructure • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQs • Sand play area, playground equipment • Restroom building • Full irrigation system including piping, heads and electrical systems • Perimeter fencing including steel fencing • Monument sign
SITE NO. 4	<u>CS Arts</u> • Gymnasium only

SITE NO. 5	<u>Otis Gordon Park (Field A & B) at M.I.T. and Andres Duarte Academy</u> • 2 Large grass fields • 2 reinforced block scorer's box buildings • 2 softball fields, backstops and dugouts • Field lighting for 2 separate ball fields including switch gear, poles, fixtures and bulbs • 4 sets of medium size bleachers • Concrete steps, pads, walkways • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQs • Full irrigation system including piping, heads and electrical systems • Perimeter fencing including steel fencing • Monument sign
SITE NO. 6	<u>Duarte Sports Park North Fields at Duarte High School</u> • Large grass field (only for purposes of the City's annual Independence Day celebration)
SITE NO. 7	<u>Duarte Sports Park South Fields at Duarte High School</u> • Large grass field • 2 reinforced block scorer's box buildings • 1 softball field, backstop and dugouts • 1 baseball field, backstop and dugouts • Field lighting for 2 ball fields including switch gear, poles, fixtures and bulbs • Concrete steps, pads, walkways and misc. infrastructure • Snack bar building including 2 small restrooms • 6 sets of medium size bleachers • 1 skateboard park • 1 Futsal courts park (Former hockey rink) • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Perimeter fencing • Tennis court lighting, nets and screens • Parking lot located along Central Ave. west of skateboard park • Parking lot located between Site Nos. 6 and 7 along Bloomdale Ave.

EXHIBIT "C"
SCHEDULE OF USES

SITE NO. 1	<u>Glenn Miller Park at Valley View Elementary School.</u> Full-time City use for community park purposes, with no scheduled uses by the District.
SITE NOS. 2, 3, 4 AND 5	<u>Beardslee Park at Beardslee Academy, Andres Duarte Satellite Park, Otis Gordon Park/Andres Duarte Academy/M.I.T., and CS Arts Gymnasium.</u> 1. Site Nos. 2, 3, 4, and 5) shall be available for District use exclusively as follows: a) Scheduled Regular School Year School Days, Monday through Friday, 7:30 a.m. to 3:00 p.m. b) Other days and times including Summer School as mutually determined by the School Principals or their designees and the City Director of Parks and Recreation or his/her designee. The City shall develop and maintain a Master Field Use Calendar. c) The District shall allow the Duarte Senior Center Softball Team(s) to practice and play on Site No. 5 Field A based on field availability. The City Director of Parks and Recreation or his/her designee shall provide a written request on the appropriate District facility use form to the M.I.T. and Andres Duarte Academy Principals or their designee. d) The District shall allow community and City-related use of the Beardslee Academy parking lot on Buena Vista St. after all regular school uses have ended and during district designated no-school days and holidays. e) The District shall allow community and City-related use of Beardslee Academy black top basketball courts after all regular school uses have ended and during district designated no-school days and holidays. All basketball court uses must end at dusk and the City will facilitate the daily closure of access gates at dusk. 2. When it is necessary for the District to schedule additional unanticipated use for team practices or friendly games other than as described in subsections 1 (a) and 1 (b), the School Principal or his/her designee shall provide a written request on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designee. The addition of District uses would be completely dependent on field use availability based on the Master Field Use Calendar and, absent the consent of the City Director of Parks and Recreation, shall not result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar. 3. The grounds for these Sites (i.e., Site Nos. 2, 3, and 5) shall be available for community use at all other times as a City Community Park. In addition, the District agrees to unlock perimeter fencing gates at Beardslee Academy (i.e., Site No. 2) Monday through Friday at 3:00 p.m.

SITE NO. 6	<u>Large grass area northwesterly of Duarte High School</u> For use by the City only for purposes of its annual Independence Day celebration
SITE NO. 7	<u>Duarte Sports Park South Fields at Duarte High School</u> 1. Site No. 7 shall be available for District use exclusively as follows: a) Scheduled Regular School Year School Days, Monday through Friday, 7:30 a.m. to 5:00 p.m. b) Other days and times including Summer School as agreed by the Duarte High School Principal or his/her designee and the City Director of Parks and Recreation or his/her designee. c) The City shall develop and maintain a Master Field Use Calendar and shall meet with the District to input District uses at the beginning of each new school year and in February and May to update the Master Field Use Calendar. 2. When it is necessary for the District to schedule additional unanticipated use for games other than those described in subsections 1 (a) and 1 (b) above (such as C.I.F. post season playoff games, etc.), and when such additional use will result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar, the Duarte High School Principal or his/her designee shall provide a written request with a minimum of 48 hours notice unless it is mutually determined to be an emergency need, on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designee. 3. When it is necessary for the District to schedule additional unanticipated use for team practices other than as described in subsections 1 (a) and 1 (b) above, the Duarte High School Principal or his/her designee shall provide a written request on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designate. The addition of District team practice uses shall be completely dependent on field use availability based on the Master Field Use Calendar and, absent the consent of the City Director of Parks and Recreation, shall not result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar. 4. Site No. 7 shall be available for community use at all other times as a City Community Park. All City scheduling of uses of fields located on Site No. 7 will be limited to non-soccer, rugby and football uses and will be restricted to softball and baseball related activities.

EXHIBIT "D"
ALLOCATION OF RESPONSIBILITIES

I. General.

The City shall plan, develop, construct, maintain, and repair Park Improvements in accordance with the following:

- A. All improvements and the construction of such improvements shall be subject to all applicable requirements of the DSA, California Code of Regulations Title 21, Title IX requirements, and other provisions of law.
- B. All Joint Use Properties shall be professionally assessed to ensure compliance with the Americans with Disabilities Act ("ADA"). Each new and renovated or upgraded facility or other improvement shall comply with the ADA and its implementing regulations and standards. The City, in coordination with the District, shall develop a plan to bring existing facilities into compliance with the ADA and its implementing regulations and standards.
- C. All improvements of a permanent nature shall be subject to approval, in advance and in its sole discretion, by the District Board.
- D. The City may construct miscellaneous additional improvements, provided they comply with subsections (A) through (B) above, and they do not interfere with school programs.

II. Maintenance.

A. Turf Maintenance.

- 1. The City shall operate, maintain, and repair all irrigation systems for, and shall mow and fertilize, all Turf Areas and landscaping located on and at Site No. 7, and shall pay all water bills relating to Site No. 7 water usage.
- 2. The City shall fertilize and perform weed control for all Turf Areas at all sites at least two (2) times per year.
- 3. The City shall coordinate with the District to shut down all uses of the Turf Areas located at each of Site Nos. 2, 5, and 7, at least twice per year for a minimum of six (6) weeks in each case, for the purpose of overseeding.
- 4. The City, from time to time when reasonably necessary, shall trim, prune, and maintain trees on all sites except Site No. 6.
- 5. The City and District both agree to restrict all vehicular traffic on all Turf Areas to maintenance vehicles only for the sole purpose of repairs, maintenance and renovations. All other vehicles shall be prohibited. If turf is damaged due to approved unrestricted vehicle traffic, then the party responsible for scheduling, approving or allowing the use shall bear the burden of the repair cost, as mutually determined by the City and District.

6. The City and District shall restrict all uses of Turf Areas when the turf is wet and oversaturated and deemed unplayable. Playability of the turf on Site No. 6 shall be determined by the District and for Site Nos. 2, 3, 5 & 7 by the City.
7. If turf is damaged due to play or practice after a Turf Area is declared unplayable, then the Party responsible for scheduling, approving or allowing the play or practice shall bear the burden of the repair cost, as mutually determined by the City and District.

III. Facility Maintenance.

- A. The City shall maintain, be responsible for, regularly inspect and, when damaged repair the following facilities:
 1. All ball field scorer's boxes at Site Nos. 5 and 7.
 2. Addition of ball field infield dirt material at ball fields at Site No. 5 and Site No. 7) as determined by the City.
 3. All outdoor electrical lighting systems including switch gear, light poles, fixtures and lamps at Site Nos. 5 and 7.
 4. Tennis Court electrical lighting systems, fencing, nets and posts at Site No. 7 as determined by the City.
 5. Futsal Court electrical lighting systems, fencing, nets and posts at Site No. 7.
 6. Skate Park at Site No. 7, including signage, pursuant to compliance of Health and Safety Code 115800.
 7. Outdoor bleachers and benches at Site No. 5.
 8. Playground equipment and related infrastructure at Site No. 1, 2, 3.
 9. Trash enclosure and dumpsters and dumpster trash collection at Site No. 7.
 10. Trash collection at all sites as related to City and community use related activities.
 11. Restrooms buildings at Site No. 2 and 3.
 12. Picnic tables/benches, barbecues at Site Nos. 1, 2 and 3.
 13. Snack Bar building at Site No. 7.
 14. Backstop poles and fencing including dugouts at Site No. 5 and 7. City will determine if repairs are needed.

15. Outdoor drinking fountains at Site No. 7, Site No. 5, Site No. 1 and Site No. 2.
 16. Miscellaneous park improvement infrastructure at all sites.
- B. The City and District, upon agreeing in regard to need and costs, and each at its own cost and expense, shall equally share responsibility for the maintenance, repair, and replacement of the following facilities:
1. Perimeter fencing and gates at Site No. 2, 3, 4, 5 and 7.
 2. Court surfacing for six (6) tennis courts at Site No. 7.
 3. All bleachers and benches at Site No. 7.
 4. Annual infield dirt leveling and pitcher's mound maintenance including scarifying infield and base peg resetting, bases and pitching rubbers at Site No. 7 Baseball Field and Softball Field for District uses.
- C. The District shall be solely responsible for the following:
1. The District shall operate, maintain and repair all irrigation systems, and shall mow and fertilize the Turf Areas and landscaping located on and at Site No. 6, and shall pay all water bills related to Site No. 6 water usage.
 2. Provide regular maintenance including repairs and replacement of pitcher's mound, infield dirt material including the adding and leveling of material, bases, pegs, and pitching rubbers and related needs at Varsity Baseball Field at Site No. 6.
 3. Provide regular maintenance including repairs and replacement of infield dirt material including the adding and leveling of material, bases, pegs, and pitching rubbers and related needs at Varsity Softball Field at Site No. 6.
 4. Trash collection at all sites for regular District uses and activities.
 5. Any projects or additions that are exclusive to DUSD-only needs and uses.