

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

January 10, 2024

SPECIAL MEETING – 5:45 P.M.

REGULAR MEETING – 6:30 PM

**CLOSED SESSION – CONFERENCE ROOM
OPEN SESSION – CITY COUNCIL CHAMBER**

ALBERT F. AMBRIZ - Mayor

LARRY G. BURROLA - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

H. MANUEL ORTIZ - Councilmember

Via VIEW-ONLY Zoom Webinar: <https://us02web.zoom.us/j/87104592389>

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Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



SPECIAL MEETING– 5:45 P.M.

1. CALL TO ORDER

2. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

3. AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

4. SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

5. RECESS TO CLOSED SESSION

A. Conference with Legal Counsel—Anticipated Litigation

Significant Exposure to Litigation

Pursuant to Government Code section 54956.9 (d)(2), (e)(1)]

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the City. The facts and circumstances are those that might result in litigation against the City but which the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

One case.

B. Conference with Legal Counsel – Existing Litigation

[Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)]

Name of Case: Five Points, LP vs. City of Irwindale

Case Number: 22STCV01394

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

OPEN SESSION – 6:30 P.M.**9. CALL TO ORDER****10. PLEDGE OF ALLEGIANCE****11. INVOCATION****12. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz****13. AB 2449 DISCLOSURES**

Remote participation by a member of the legislative body for just cause or emergency circumstances

14. CHANGES TO THE AGENDA**15. COUNCIL MEMBER TRAVEL REPORTS****16. COUNCILMEMBER COMMENTS****17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**

A. Introduction of Irwindale Police Officers Elias Camacho and William Trinidad

B. Introduction of Police Dispatcher Jacqueline Elias

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Administration of Oaths of Office to City Commissioners

19. CONSENT CALENDAR

A. Minutes of the regular meeting held December 13, 2023

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Administration

Recommendation: Approve

C. Request to approve Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) to complete the preparation of an updated Housing Element, Safety Element, and development of an Environmental Justice Element and the appropriate Environmental Review document in compliance with State Law.

Department: Community Development

Recommendation: Approve the attached contract Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of the Housing Element, Safety Element, and Environmental Justice Element and environmental document.

D. Consideration of Proposed Personnel and Compensation Adjustments***Department: Human Resources***

Recommendation: Adopt Resolution No. 2024-02-3479 entitled " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-72-3459, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

E. Approval of Citywide Records Retention Schedule (Joint Item - Successor Agency, Housing Authority and Reclamation Authority)***Department: City Clerk***

Recommendation: **Adopt Joint Resolution No. 2024-03-3480, SA Resolution No. 2024-04-3481; HA Resolution No. 2024-01-139; RA Resolution No. 2024-01-040** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING A CITYWIDE RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION NO. 2005-35-2052 AND JOINT RESOLUTION NO. 2007-08-3184 AND CRA 2007-06-484".

F. Award of Contract for the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062***Department: Engineering***

Recommendation: **(1)** Authorize the City Manager to execute a contract agreement between the City of Irwindale and Waterline Technologies, Inc. for replacing the commercial pool heater for the Aquatics Division in the amount of \$84,000, subject to approval as to form by the City Attorney's office; and **(2)** approve a 10% project contingency in the amount of \$8,400 to cover any unforeseeable conditions that may arise during replacement.

20. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot participate (except as stated), it is requested that all such communications be made in writing to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. In no event shall any donations of time exceed six minutes of total speaking time per person on any one item. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject under discussion for all speakers. Organized groups of persons wishing to address the Council on the same subject should select a spokesperson to represent the group, so as to avoid unnecessary repetition. The Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

Public Comments will be heard in the following order:

1: Email comments: cityclerk@irwindaleca.gov

2: In-person attendees

21. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

- A. Discuss and Provide Direction Regarding Remote Participation During Public Meetings
Department: Administration

Recommendation: That the City Council provide direction to staff as Council deems appropriate.

22. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

- A. Proposed Use of Community Development Block Grant Allocation for Fiscal Year 2024-2025
Department: Finance

Recommendation: **Adopt Resolution No. 2024-01-3478**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2024-2025 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION," reading by title only and waving further reading thereof.

23. CITY MANAGER'S REPORT

24. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

- A. Request by Mayor Ambriz for an Update on the removal of oak trees related to the library project
- B. Request by Mayor Pro Tem Burrola for an Update on the Tree Trimming Schedule for City Parks

25. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

26. AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

27. CONSENT CALENDAR

A. Minutes of the Regular meeting held December 13, 2023

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Administration

Recommendation: Approve

C. Approval of Citywide Records Retention Schedule (Joint Item - City Council, Housing Authority and Reclamation Authority)

Department: City Clerk

Recommendation: **Adopt Joint Resolution No. 2024-03-3480, SA Resolution No. 2024-04-3481; HA Resolution No. 2024-01-139; RA Resolution No. 2024-01-040** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING A CITYWIDE RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION NO. 2005-35-2052 AND JOINT RESOLUTION NO. 2007-08-3184 AND CRA 2007-06-484".

28. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

29. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

30. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

33. CONSENT CALENDAR

A. Minutes of the Regular meeting held December 13, 2023

Department: City Clerk

Recommendation: Approve

B. Approval of Citywide Records Retention Schedule (Joint Item - City Council, Successor Agency, and Reclamation Authority)

Department: City Clerk

Recommendation: **Adopt Joint Resolution No. 2024-03-3480, SA Resolution No. 2024-04-3481; HA Resolution No. 2024-01-139; RA Resolution No. 2024-01-040** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING A CITYWIDE RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION NO. 2005-35-2052 AND JOINT RESOLUTION NO. 2007-08-3184 AND CRA 2007-06-484".

34. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

35. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

36. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

37. ADJOURN

38.

RECLAMATION AUTHORITY

As required by Government Code section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting

39. **AB 2449 DISCLOSURES**40. **CONSENT CALENDAR**

- A. Approval of Citywide Records Retention Schedule (Joint Item - City Council, Successor Agency, and Housing Authority)

Department: City Clerk

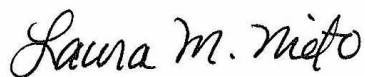
Recommendation: **Adopt Joint Resolution No. 2024-03-3480, SA Resolution No. 2024-04-3481; HA Resolution No. 2024-01-139; RA Resolution No. 2024-01-040** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING A CITYWIDE RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION NO. 2005-35-2052 AND JOINT RESOLUTION NO. 2007-08-3184 AND CRA 2007-06-484".

41. **SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Reclamation Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

42. **NEW BUSINESS**43. **PUBLIC HEARING**44. **ADJOURNMENT****AFFIDAVIT OF POSTING**

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing and Reclamation Authorities, to be held on January 10, 2024, be posted at the City Hall, Library, and Post Office on January 4, 2024.



Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

DECEMBER 13, 2023
WEDNESDAY
6:42 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was conducted.

AB 2449 DISCLOSURES

COUNCILMEMBER
GARCIA

Councilmember Garcia attended the meeting via teleconference for just cause per AB 2449.

CHANGES TO THE AGENDA

CITY MANAGER
MIRANDA

City Manager Miranda noted that Item 21L will be pulled from the agenda and will not be discussed.

COUNCILMEMBER TRAVEL REPORTS

None.

REORGANIZATION OF CITY COUNCIL

CHIEF DEPUTY
CITY CLERK NIETO

Chief Deputy City Clerk Nieto presented the staff report and outlined the process for the reorganization, beginning with nominations for Mayor.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz nominated Councilmember Ambriz.

COUNCILMEMBER
GARCIA

Councilmember Garcia nominated Councilmember Breceda.

ROLL CALL

There being no further nominations, a roll call vote was conducted for the first nomination received, that of Councilmember Ambriz for Mayor: Councilmembers Ambriz, Burrola, and Ortiz voted in favor; Councilmembers Breceda and Garcia opposed. As such, Councilmember Ambriz was appointed Mayor.

MAYOR AMBRIZ	Mayor Ambriz then asked for nominations for Mayor Pro Tem. Mayor Ambriz nominated Councilmember Burrola.
ROLL CALL	There being no further nominations, a roll call vote was conducted for the nomination of Councilmember Burrola for Mayor Pro Tem: the nomination was unanimously approved. As such, Councilmember Burrola was appointed Mayor Pro Tem.
COUNCILMEMBER ORTIZ	Councilmember Ortiz congratulated Mayor Ambriz and Mayor Pro Tem Burrola on their appointments and thanked his colleagues for their support during his term as Mayor.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola noted Councilmember Ortiz's achievements during his term as Mayor and thanked him for representing the City wonderfully. He also congratulated Mayor Ambriz on his appointment.
COUNCILMEMBER BRECEDA	Councilmember Breceda thanked the entire Council and staff for moving the City in the right direction.
COUNCILMEMBER GARCIA	Councilmember Garcia thanked Councilmember Ortiz for his hard work during his term as Mayor and encouraged the Council to work together for the good of the City.
MAYOR AMBRIZ	Mayor Ambriz commended Councilmember Ortiz for his accomplishments during his term as Mayor and expressed his optimism for the future.

**COUNCILMEMBER
COMMENTS**

COUNCILMEMBER ORTIZ	Councilmember Ortiz thanked the Recreation Department for their wonderful Christmas Spectacular and Mayor's Tree Lighting event. He also thanked the Parks & Recreation Commission for their suggestions.
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**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

INTRODUCTION OF MICHELLE SALGADO, ADMINISTRATIVE SECRETARY	INTRODUCTION OF MICHELLE SALGADO, ADMINISTRATIVE SECRETARY The introduction was made.
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**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

LEGISLATIVE UPDATE
BY SENATOR
SUSAN RUBIO

LEGISLATIVE UPDATE BY SENATOR SUSAN RUBIO

The update was provided. She also provided \$200,000 in funding to the City of Irwindale and presented Assemblymember Blanca Rubio's certificates to Mayor Ambriz and Councilmember Ortiz in recognition of their dedication in their respective roles as Mayor Pro Tem and Mayor.

RECOGNITION ON
THE RETIREMENT
OF ENGINEERING
EXECUTIVE
SECRETARY
LAURA SNYDER

RECOGNITION ON THE RETIREMENT OF ENGINEERING
EXECUTIVE SECRETARY LAURA SNYDER

The recognition was made.

IRWINDALE CHAMBER
OF COMMERCE
BUSINESS OF THE
MONTH – FORD
BENEFITS GROUP

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE
MONTH – FORD BENEFITS GROUP

The presentation was made.

CERTIFICATES OF
RECOGNITION TO
ALL CITY DEPTS.

CERTIFICATES OF RECOGNITION TO ALL CITY DEPARTMENTS

The recognitions were made.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar, with the exception of Item Nos. 21D and 21E which were removed for separate consideration, and 21L which was removed from the agenda. The motion was unanimously approved.

ITEM 21A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special meeting held November 8, 2023
- 2) Regular meeting held November 8, 2023

ITEM 21B
WARRANTS

WARRANTS

The warrant register was approved.

ITEM 21C
AMEND PERSONNEL
RULES AND UPDATE
UNREPRESENTED
PART-TIME BENEFITS
RESOLUTION TO

AMEND PERSONNEL RULES AND UPDATE UNREPRESENTED
PART-TIME BENEFITS RESOLUTION TO COMPLY WITH THE
NEW CALIFORNIA SICK LEAVE LAW (SB 616)

COMPLY WITH THE
NEW CALIFORNIA
SICK LEAVE
LAW (SB 616)

RESOLUTION NO.
2023-88-3466
ADOPTED

Resolution No. 2023-88-3466, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 14.20.7 OF THE CITY OF IRWINDALE PERSONNEL RULES REGARDING SICK LEAVE BENEFITS PURSUANT TO SB 616 FOR PART-TIME, TEMPORARY, AND SEASONAL EMPLOYEES,” and

RESOLUTION NO.
2023-87-3465
ADOPTED

Resolution No. 2023-87-3465, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2021-117-3239, AND ESTABLISHING THE BENEFITS FOR UNREPRESENTED UNCLASSIFIED NON-PERMANENT, AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES,” were adopted.

ITEM 21F
DEVELOPMENT
IMPACT FEE
COMPLIANCE REPORT
REQUIRED PURSUANT
TO GOV. CODE
§66006

DEVELOPMENT IMPACT FEE COMPLIANCE REPORT
REQUIRED PURSUANT TO GOVERNMENT CODE §66006

The City Council reviewed, received, and filed the Development Impact Fee Compliance Report for Fiscal year ending June 30, 2023.

ITEM 21G
APPROVAL OF THE
2024 LOCAL
APPOINTMENTS LIST

APPROVAL OF THE 2024 LOCAL APPOINTMENTS LIST

RESOLUTION NO.
2023-96-3474
ADOPTED

Resolution No. 2023-96-3474, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2024 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME,” was adopted.

ITEM 21H
FEE WAIVER FOR
USE OF CITY FACILITY
FOR A FOUR-DAY
VOTE CENTER FOR
THE MARCH 5, 2024,
PRESIDENTIAL
PRIMARY ELECTION

FEE WAIVER FOR USE OF CITY FACILITY FOR A FOUR-DAY
VOTE CENTER FOR THE MARCH 5, 2024 PRESIDENTIAL
PRIMARY ELECTION

RESOLUTION NO.
2023-87-3465
ADOPTED

Resolution No. 2023-87-3465, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR THE MARCH 5, 2024, PRESIDENTIAL PRIMARY ELECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT FOR THE PRESIDENTIAL PRIMARY ELECTION AND GENERAL ELECTIONS IN 2024, AND VOTE CENTER ELECTION PLAN FOR THE MARCH 5, 2024, PRESIDENTIAL PRIMARY ELECTION,” was adopted.

ITEM 21I
CONTRACT APPROVAL
PLACEWORKS
AMENDMENT #1

CONTRACT APPROVAL – PLACEWORKS AMENDMENT #1

Contract Amendment No. 1 with PlaceWorks, Inc., was approved for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706.

ITEM NO. 21J
PROJECT
REIMBURSEMENT
AGREEMENT – KP
IRWINDALE OWNER,
LLC

PROJECT REIMBURSEMENT AGREEMENT – KP IRWINDALE OWNER, LLC

The Amended and Restated Project Reimbursement Agreement with KP Irwindale Owner, LLC, was approved for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City Attorney's Office.

ITEM NO. 21K
RETROACTIVELY
APPROVE A FEE
WAIVER FOR USE OF
THE CITY'S TWO (2)
CHANGEABLE
MESSAGE SIGNS
(CMS) BY OUR LADY
OF GUADALUPE
CHURCH

RETROACTIVELY APPROVE A FEE WAIVER FOR USE OF THE CITY'S TWO (2) CHANGEABLE MESSAGE SIGNS (CMS) BY OUR LADY OF GUADALUPE CHURCH

RESOLUTION NO.
2023-99-3477
ADOPTED

Resolution No. 2023-99-3477, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING A FEE WAIVER FOR OUR LADY OF GUADALUPE CHURCH'S USE OF THE CITY'S TWO (2) CHANGEABLE MESSAGE SIGNS (CMS),” was adopted.

ITEM NO. 21L
AMENDMENT NO. 2
TO THE PROFESSIONAL
CONSULTING
CONTRACT WITH
ESA

REQUEST TO APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF AN UPDATED HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT IN COMPLIANCE WITH STATE LAW

This item was removed from the agenda and was not considered.

END OF CONSENT CALENDAR

ITEM NO. 21D
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF INVESTMENT AUTHORITY

FRED BARBOSA

Responding to a question by Fred Barbosa, Director Borhani explained that each fund is maintained in its own account and that they are all independently verified and audited, with separate financial audit reports being prepared for each City agency.

MOTION
2023-92-3470
ADOPTED

Resolution No. 2023-92-3470, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, AND RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY,” was adopted.

ITEM NO. 21E
ACCEPTING AND
APPROVING THE
APPROPRIATION OF
DONATED FUNDS
FROM THE IRWINDALE
COMMUNITY
FOUNDATION

ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION

DENA ZEPEDA

Dena Zepeda objected since she believed that funding from the Community Foundation should not be used for this matter, to which

Director Borhani advised that the proposed expenditure has already been approved by the Foundation Board. He advised that the Foundation's expenditure would allow staff to utilize recently purchased software to prepare its meeting agendas and agenda reports and noted that the proposed expenditure was conservatively calculated.

Dena Zepeda still objected to the Foundation's expenditure on the software, stating that the City should purchase it for the Foundation.

MAYOR AMBRIZ

Responding to a question by Mayor Ambriz, City Manager Miranda reconfirmed Director Borhani's statements and noted that the total cost for the Foundation's share of the utilization of the software would be \$580, which is minimal.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola concurred that the Foundation has approved the expenditure.

RESOLUTION NO.
2023-94-3472
ADOPTED

Resolution No. 2023-94-3472, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION FOR THE USE OF CIVICPLUS (FORMERLY KNOWN AS CIVICCLERK) AGENDA MANAGEMENT SOFTWARE," was adopted on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Breceda, and unanimously approved.

**SPONTANEOUS
COMMUNICATIONS**

MALIK TARIQ
MAHMOOD
MURABBI SILSILAH

Malik Tariq Mahmood Murabbi Silsilah emailed comments where he urged people of all religions to work towards peace.

CARMEN ROMAN

Carmen Roman emailed comments wherein she requested that members of the public be permitted to make comments over Zoom and that individuals be permitted to donate time to others to make public comments.

DENA ZEPEDA

Dena Zepeda spoke on what she perceived to be dirty chairs and a dirty kitchen at the Community Center. She also noted that complaints about the cleanliness of the Recreation Building's kitchen have been received and stated her belief that the Planning Department has violated her rights by not allowing her to speak at community meetings.

RUTH QUEJIA Ruth Quejia, realtor, asked that the Housing Authority permit the Aguayo family to sell their home for market value and stated that the Aguayos are willing to pay any penalties in doing so and violating the site's covenants.

CASEY MIRANDA Casey Miranda stated that the housing program's requirements are too stringent and requested that the Aguayos be allowed to sell their home for market value.

FRED BARBOSA Fred Barbosa requested that the Housing Authority's general counsel investigate allegations made by Ruth Quejia.

JOSEPH TAPIA Joseph Tapia requested that the design for the new Library project be modified in order to save an existing oak tree and noted that he would be circulating a petition to try and save the tree.

NEW BUSINESS

ITEM NO. 23A
MAYOR'S
APPOINTMENTS OF
DELEGATES AND
ALTERNATES

MAYOR'S APPOINTMENTS OF DELEGATES AND ALTERNATES

CHIEF DEPUTY CITY
CLERK NIETO

Chief Deputy City Clerk Nieto presented the staff report.

RESOLUTION NO.
2023-82-3460
ADOPTED

Resolution No. 2023-82-3460, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY," was adopted, and the City Clerk was instructed to add the designated names into the resolution as noted by Mayor Ambriz, on the motion of Councilmember Ortiz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 23B
APPOINTMENT OF
A PARKS &
RECREATION
COMMISSIONER

APPOINTMENT OF A PARKS & RECREATION COMMISSIONER

MAYOR AMBRIZ

Mayor Ambriz nominated Rebecca Barbosa. The nomination failed with Councilmembers Breceda, Garcia, and Ortiz opposed; Mayor Pro Tem Burrola and Mayor Ambriz in favor.

Mayor Ambriz then nominated Teresa Ortiz. The nomination failed with Councilmembers Breceda and Garcia and Mayor Pro Tem Burrola opposed; Councilmember Ortiz and Mayor Ambriz in favor.

Mayor Ambriz then nominated Justin Kelly. The nomination was unanimously approved.

RESOLUTION NO.
2023-83-3461
ADOPTED

Resolution No. 2023-83-3461, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE,” was adopted on the motion of Councilmember Breceda, seconded by Mayor Pro Tem Burrola, and unanimously approved, thereby appointing Justin Kelly to the Parks & Recreation Commission.

ITEM NO. 23C
APPOINTMENT OF
A PLANNING
COMMISSIONER

APPOINTMENT OF A PLANNING COMMISSIONER

MAYOR AMBRIZ

Mayor Ambriz nominated Richard Chico. The nomination was unanimously approved.

RESOLUTION NO.
2023-84-3462
ADOPTED

Resolution No. 2023-84-3462, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE,” was adopted on the motion of Councilmember Breceda, seconded by Mayor Pro Tem Burrola, and unanimously approved, thereby appointing Richard Chico to the Planning Commission.

ITEM NO. 23D
APPOINTMENT OF
TWO SENIOR CITIZEN
COMMISSIONERS

APPOINTMENT OF TWO SENIOR CITIZEN COMMISSIONERS

MAYOR AMBRIZ

Mayor Ambriz nominated Caroline Acosta. The motion was approved with Councilmembers Breceda and Garcia opposed; Councilmember Ortiz, Mayor Pro Tem Burrola, and Mayor Ambriz in favor.

Mayor Ambriz then nominated Robert Lopez. The nomination was unanimously approved.

RESOLUTION NO.
2023-85-3463
ADOPTED

Resolution No. 2023-85-3463, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE,” was adopted on the motion of Councilmember Breceda, seconded by Mayor Pro Tem Burrola, and unanimously approved, thereby appointing Caroline Acosta and Robert Lopez to the Senior Citizen Commission.

ITEM NO. 23E
APPOINTMENT OF A
PLANNING
COMMISSIONER
TO FILL AN
UNSCHEDULED
VACANCY FOR A
TERM EXPIRING
DECEMBER 31, 2025

APPOINTMENT OF A PLANNING COMMISSIONER TO FILL AN
UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER
31, 2025

MAYOR AMBRIZ

Mayor Ambriz nominated Joseph V. Rodriguez II. The nomination was unanimously approved.

RESOLUTION NO.
2023-95-3473
ADOPTED

Resolution No. 2023-95-3473, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER 31, 2025,” was adopted on the motion of Councilmember Breceda, seconded by Mayor Pro Tem Burrola, and unanimously approved, thereby appointing Joseph V. Rodriguez II to the Planning Commission.

ITEM NO. 23F
APPOINTMENT OF A
PLANNING
COMMISSIONER
TO FILL AN
UNSCHEDULED
VACANCY FOR A
TERM EXPIRING
DECEMBER 31, 2026

APPOINTMENT OF A PLANNING COMMISSIONER TO FILL AN
UNSCHEDULED VACANCY FOR A TERM EXPIRING DECEMBER
31, 2026

MAYOR AMBRIZ

Mayor Ambriz nominated Albert Acosta. The nomination was approved, with Councilmembers Breceda and Garcia opposed; Councilmember Ortiz, Mayor Pro Tem Burrola, and Mayor Ambriz in favor.

RESOLUTION NO.
2023-86-3464
ADOPTED

Resolution No. 2023-86-3464, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE TO FILL AN UNSCHEDULED VACANCY,” was adopted on the motion of Councilmember Breceda, seconded by Mayor Pro Tem Burrola, and unanimously approved, thereby appointing Albert Acosta to the Planning Commission.

RECESS	At 8:18 p.m., the City Council took a short recess.
RECONVENE	At 8:26 p.m., the City Council reconvened in Open Session with all members present.
COUNCILMEMBERS ORTIZ, BRECEDA, MAYOR PRO TEM BURROLA, MAYOR AMBRIZ	Councilmembers Ortiz, Breceda, Mayor Pro Tem Burrola, and Mayor Ambriz all commended those that applied for their interest in serving the City and encouraged them to reapply when future opportunities to serve are made available.

PUBLIC HEARINGS

ITEM NO. 24A PUBLIC HEARING - ORDINANCE RELATING TO HOUSING NON- RESIDENTIAL DEVELOPMENT FEE; RESOLUTION PERTAINING TO THE ADOPTION OF A FEE SCHEDULE	PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 773 PERTAINING TO ADOPTION OF PROPOSED CHAPTER 3.56 OF TITLE 3 OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE; AND PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 2023-91-3469 PERTAINING TO THE ADOPTION OF A FEE SCHEDULE UNDER PROPOSED CHAPTER 3.56
DIRECTOR SIMPSON	Director Simpson presented the report and introduced James Edison with Wildan Financial.
OPEN PUBLIC HEARING	Mayor Ambriz opened the public hearing at 8:34 p.m.
ROBERT DIAZ	In response to a question by Robert Diaz, Director Borhani indicated that the linkage fees raised would be limited for use by affordable housing programs.
CLOSE PUBLIC HEARING	There being no additional speakers, Mayor Ambriz closed the public hearing at 8:35 p.m.
ORDINANCE NO. 773 INTRODUCED FOR FIRST READING	Ordinance No. 773 , entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 3.56 ("AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE") TO TITLE 3 ("REVENUE AND FINANCE") OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)," was introduced for first reading, reading by title only and waiving further reading thereof, and

RESOLUTION NO.
2023-91-3469
ADOPTED

Resolution No. 2023-91-3469, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING A FEE SCHEDULED FOR CHAPTER 3.56 (“AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE”) OF TITLE 3 (“REVENUE AND FINANCE”) OF THE IRWINDALE MUNICIPAL CODE RELATED TO AN AFFORDABLE HOUSING NON-RESIDENTIAL DEVELOPMENT LINKAGE FEE,” was adopted, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, and unanimously approved.

**CITY MANAGER’S
REPORT**

CITY MANAGER
MIRANDA

City Manager Miranda reported the following:

- 1) The Irwindale Brew Yard is hosting a job fair on December 14 at the training center located at 6235 N. Irwindale Avenue.
- 2) Most City offices will be closed for the holidays, from December 25 through January 7. Normal business hours will resume on January 8.
- 3) He also reported on upcoming Library, Recreation, and Senior Center activities.
- 4) He commended the Public Works staff for their amazing work in decorating for the holidays at the Civic Center and Senior Center.

DIRECTOR CHAN

Director Chan provided a construction update on the Irwindale Park Improvement Project phases 4 and 5.

MAYOR PRO TEM
BURROLA

Responding to a question by Mayor Pro Tem Burrola, Director Chan noted that arborists have visited the project site and stated that he believes that all trees have been trimmed. Director Chan also noted that each oak tree that is removed will be replaced with two new oak trees.

Mayor Pro Tem Burrola requested a report on the trees that need to be trimmed after this project is complete.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested that all restroom toilet stalls at the park include doors, to which Director Chan stated that doors will be included as noted in the project plans.

DENA ZEPEDA

Dena Zepeda stated that it is illegal to remove oak trees for the Library project.

AGENDA ITEMS
REQUESTED BY
COUNCIL MEMBERS

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked for staff to research the feasibility of linking the bike lane from Irwindale Avenue to the Santa Fe Dam through Cypress Street and Azusa Canyon Road. He also requested that the Senior Center policy governing the reservation of seats at major events be reviewed at an upcoming Council meeting.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola requested that a workshop be scheduled to discuss funding and community preferences for housing, to which City Manager Miranda noted that he has committed to scheduling a housing workshop in February to discuss the 45-year covenants that were a part of housing programs. City Manager Miranda requested additional time so that staff can research new laws and regulations as well as funding mechanisms and sources, and report on same at the housing workshop that Mayor Pro Tem Burrola requested.

MAYOR AMBRIZ

Mayor Ambriz requested that the City Attorney reach out to the Aguayo family regarding their desire to sell their house for market value. He also noted that the 10-acres identified for housing also would need to be rezoned to housing and requested information on the removal of oak trees for the new Library project.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:56 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
 Printed: 12/27/2023 7:16 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
100421	ALLK01	All Kinds of BBQ	12/07/2023	1,295.57
100422	AMERIC34	American Fidelity Assurance Co	12/07/2023	4,447.34
100423	AT&T06	AT & T	12/07/2023	86.61
100424	Ayala01	Leonor Ayala	12/07/2023	428.00
100425	BALLI01	Shayna Balli	12/07/2023	110.23
100426	CASTIL06	John Castillo	12/07/2023	230.00
100427	CORNEJOD	Diego Cornejo	12/07/2023	2,187.00
100428	EVANS02	Gloria Evans	12/07/2023	300.00
100429	FLORE01	Karla Flores	12/07/2023	700.00
100430	GONZ20	Manuel Edison Gonzalez	12/07/2023	1,100.00
100431	HOYEN	Noelle Hoyer	12/07/2023	1,190.00
100432	ICMA	ICMA	12/07/2023	1,200.00
100433	LOPEZJ01	Jade Lopez	12/07/2023	115.72
100434	COUNTYCL	Los Angeles Registrar-Recorder	12/07/2023	43.00
100435	MIRAND25	Blanche V. Miranda	12/07/2023	650.00
100436	PAIK01	Sumako Paik	12/07/2023	240.00
100437	PITNEY06	Pitney Bowes, Inc	12/07/2023	137.25
100438	RANCHO01	Rancho Duarte Florist	12/07/2023	321.93
100439	REYES06	Aaron Reyes	12/07/2023	1,700.00
100440	RICOH02	Ricoh USA, Inc	12/07/2023	1,673.13
100441	RUGG02	Mary Dolores Ruggio	12/07/2023	500.00
100442	STEVEN05	Steven A. Ormenyi & Assoc.	12/07/2023	25,817.37
100443	NORTHTR	The Northridge Group, Inc.	12/07/2023	9,576.74
100444	VALEN03	Jorge Valenzuela	12/07/2023	300.00
100445	VALLEY09	Valley View Mutual Water Co.	12/07/2023	78.92
100446	WAGONER	Pamela Wagoner	12/07/2023	845.00
100447	WILL01	April Williams	12/07/2023	1,575.00
100448	CALIFO56	California State Disbursement Unit	12/07/2023	604.15
100449	CALIFO57	California State Disbursement Unit	12/07/2023	143.07
100450	ICEA	Irwindale City Employee Assoc.	12/07/2023	1,482.00
100451	LOSANG31	Los Angeles County Sheriff's Dept.	12/07/2023	141.96
100452	AT&T02	AT & T	12/14/2023	66.91
100453	AT&T06	AT & T	12/14/2023	89.45
100454	AZUSALW	Azusa Light & Water	12/14/2023	875.14
100455	BARBOS04	Dolores Barbosa	12/14/2023	300.00
100456	CALIFO02	California American Water	12/14/2023	1,652.94
100457	CAMP10	Evelyn Campos	12/14/2023	360.00
100458	CHART01	Charter Communications	12/14/2023	301.73
100459	CITY01	City of Hope	12/14/2023	2,500.00
100460	DAVILA02	Felipa Davila	12/14/2023	200.00
100461	ESPI10	Arthur Espinosa	12/14/2023	75.00
100462	FRONT01	Frontier Communications	12/14/2023	1,369.36
100463	GARCI12	Rocio Garcia	12/14/2023	75.00
100464	SOUTHE17	Golden State Water Company	12/14/2023	1,807.43
100465	GOMEZG	Greg Gomez	12/14/2023	90.40
100466	LOPEZJ01	Jade Lopez	12/14/2023	54.90
100467	ORTIZH	H. Manuel Ortiz	12/14/2023	320.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100468	OSTERH01	Delfina Osterheim	12/14/2023	762.28
100469	PETTYC02	City of Irwindale-Rec Petty Cash	12/14/2023	459.06
100470	PURCHA	Purchase Power	12/14/2023	2,162.53
100471	RICOH01	Ricoh USA, Inc	12/14/2023	1,610.14
100472	ROD22	Rosie Rodriguez	12/14/2023	43.00
100473	SIMPSO01	Marilyn Simpson	12/14/2023	13.00
100474	GASCOM	SoCalGas	12/14/2023	6,256.23
100475	SCE02	Southern California Edison	12/14/2023	37,331.39
100476	TAPI01	Regina Tapia	12/14/2023	300.00
100477	VALLEY01	Valley County Water District	12/14/2023	14,384.72
100478	CALIFO56	California State Disbursement Unit	12/14/2023	604.15
100479	CALIFO57	California State Disbursement Unit	12/14/2023	143.07
100480	FRANC06	Franchise Tax Board	12/14/2023	330.42
100481	LOSANG16	Los Angeles County Sheriff's Dept.	12/14/2023	197.87
100482	LOSANG31	Los Angeles County Sheriff's Dept.	12/14/2023	141.96
100483	FRONT01	Frontier Communications	12/21/2023	9.36
100503	ABER01	Reggie Aberin	12/21/2023	300.00
100504	CAMPOS03	Manuel Campos	12/21/2023	3,000.00
100505	GALLARDC	Claudia Carlos	12/21/2023	1,500.00
100506	CMRTA01	CMRTA	12/21/2023	150.00
100507	CONCE01	Concentra	12/21/2023	407.00
100508	CORNEJOD	Diego Cornejo	12/21/2023	813.00
100509	DF01	D.F. Polygraph	12/21/2023	200.00
100510	DR01	D.R. Entertainment, LLC	12/21/2023	2,040.00
100511	FRANKL01	Franklin Haynes Marionettes	12/21/2023	550.00
100512	FRONT01	Frontier Communications	12/21/2023	294.89
100513	HOLMAN01	Holman Family Counseling, Inc.	12/21/2023	1,338.60
100514	LED01	Larry La	12/21/2023	4,981.27
100515	OPTUM01	OptumRx, Inc.	12/21/2023	39,333.67
100516	LEGAL03	Pre-Paid Legal Services, Inc.	12/21/2023	37.90
100517	SCPMA-HR	SCPMA-HR	12/21/2023	50.00
100518	SIMG01	Simgel Co. Inc	12/21/2023	747,831.55
100519	STGEO01	St. George's Medical Clinic	12/21/2023	745.00
100520	TAY10	Lauren Taylor	12/21/2023	75.00
100521	VISION01	Vision Service Plan - (CA)	12/21/2023	4,146.74
100522	ALESHIRE	Aleshire & Wynder, LLP	12/21/2023	104,140.72
100523	SECT01	Sectran Security Inc.	12/21/2023	127.03
100524	AFFORD01	Affordable Generator Services, Inc.	12/27/2023	1,440.22
100525	ALLCI01	All City Management Services, Inc	12/27/2023	1,297.53
100526	ALLSTATE	All State Police Equipment Co.	12/27/2023	320.78
100527	AMAZON1	Amazon Capital Services, Inc.	12/27/2023	1,310.54
100528	AMERIC34	American Fidelity Assurance Co	12/27/2023	5,933.96
100529	AMESOL01	Luis Amesola	12/27/2023	124.80
100530	ARAICA01	Byron Araica	12/27/2023	170.12
100531	ARAM01	Aramark Uniform & Career Apparel Group	12/27/2023	275.86
100532	ATHENS	Athens Services	12/27/2023	12,098.86
100533	Ayala01	Leonor Ayala	12/27/2023	253.00
100534	AZBUSS	A-Z Bus Sales, Inc.	12/27/2023	636.39
100535	BAXTER01	Badge Frame, Inc	12/27/2023	60.00
100536	BAKER01	Baker & Taylor Books	12/27/2023	1,035.64
100537	BAKER10	Bakers Man Production	12/27/2023	1,800.00
100538	MIJACA	Balcon Holdings, Inc.	12/27/2023	536.00
100539	BARNEY	Barney's Locksmith Service	12/27/2023	120.06
100540	BILLST	Bill's Truck Repair, Inc.	12/27/2023	175.00
100541	NEST01	Blue Triton Brands, Inc.	12/27/2023	687.24
100542	BURRO01	Burro Canyon Ent. Inc.	12/27/2023	90.00
100543	CALI12	California Consulting Inc.	12/27/2023	4,500.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100544	Cat Spec	Cat Specialities Inc	12/27/2023	88.44
100545	CINTAS	Cintas Corporation #693	12/27/2023	634.60
100546	CITYOF18	City of Santa Fe Springs	12/27/2023	64,583.79
100547	COSTA01	Costar Realty Information, Inc.	12/27/2023	420.00
100548	DEPTOF02	County of LA Dept of Animal Care & Cont	12/27/2023	7,694.09
100549	COUNTY04	County of Los Angeles	12/27/2023	69,900.52
100550	LOSANG33	County of Los Angeles	12/27/2023	195,055.64
100551	CSMFO02	CSMFO	12/27/2023	135.00
100552	CWE01	CWE	12/27/2023	11,021.87
100553	DEKRA-LI	Dekra-Lite Industries, Inc.	12/27/2023	1,029.40
100554	DELONG	Delong Unlimited	12/27/2023	503.86
100555	PMIDEN	Delta Dental Insurance Company	12/27/2023	673.08
100556	PMIDEN01	Delta Dental of California	12/27/2023	13,037.12
100557	DEMCOI	Demco, Inc.	12/27/2023	295.67
100558	DEPART02	Department Of Industrial	12/27/2023	450.00
100559	DUDEK01	Dudek	12/27/2023	1,215.00
100560	BATE01	Elior Inc.	12/27/2023	4,029.30
100561	ESTRA01	Estrada's Smog Check	12/27/2023	220.00
100562	EVANS02	Gloria Evans	12/27/2023	150.00
100563	FCG01	FCG Consultants Inc.	12/27/2023	23,797.01
100564	FEDEX	FedEx	12/27/2023	11.38
100565	FILLG01	Fill Good Landscaping	12/27/2023	800.00
100566	FLORE01	Karla Flores	12/27/2023	420.00
100567	GARV02	Garv Inc.	12/27/2023	8,426.74
100568	GEOLOG	Geologic Associates	12/27/2023	45,311.10
100569	GPS01	GPS Vehicle Tracking Solutions LLC	12/27/2023	788.52
100570	Harvey	Harvey Consulting Group, Inc.	12/27/2023	2,200.00
100571	HDL01	Hdl Software, LLC	12/27/2023	34.56
100572	HOMEDE	Home Depot Credit Services	12/27/2023	3,567.13
100573	HOYEN	Noelle Hoyer	12/27/2023	700.00
100574	IRWIND23	Irwindale Business Center	12/27/2023	816.95
100575	IRWIND04	Irwindale Chamber Of Commerce	12/27/2023	7,500.00
100576	IRWIND21	Irwindale Hand Wash & Auto Detail	12/27/2023	1,946.33
100577	JCB01	JCB Inc	12/27/2023	681.84
100578	JOEAGO	Joe A. Gonsalves & Son	12/27/2023	2,375.00
100579	JONES03	Richard D Jones, A Professional Law Corp	12/27/2023	711.49
100580	COORYE	Samir M. Khoury	12/27/2023	2,180.00
100581	KIM02	Joann Kim	12/27/2023	3,671.70
100582	KIML01	Kimley-Horn and Associates, Inc.	12/27/2023	8,255.00
100583	LANDSC	Landscape Warehouse III Inc.	12/27/2023	60.58
100584	LEWISE	Lewis Engraving, Inc.	12/27/2023	68.36
100585	LG2WB01	LG2WB Engineers, Inc	12/27/2023	509.00
100586	LIEBERT	Liebert Cassidy Whitmore	12/27/2023	4,045.50
100587	PRAXAI	Linde Gas & Equipment Inc	12/27/2023	128.77
100588	LINN01	Deborah Linn	12/27/2023	3,312.50
100589	LSA01	LSA Associates, Inc.	12/27/2023	315.00
100590	MAINTE01	Maintex	12/27/2023	420.60
100591	MIDAS	Manuel C Muratalla	12/27/2023	1,241.53
100592	MARINJ	Jose Marin Jr.	12/27/2023	164.99
100593	CALIBE01	Lawrence E. Marino	12/27/2023	3,980.31
100594	MARIPO	Mariposa Landscapes, Inc.	12/27/2023	9,411.72
100595	MARXBR	Marx Bros Fire Extinguisher Co	12/27/2023	330.00
100596	MIRAND25	Blanche V. Miranda	12/27/2023	260.00
100597	NATION25	National Auto Fleet Group	12/27/2023	51,692.41
100598	NATION23	National Union Fire Insurance	12/27/2023	782.56
100599	NOVA01	Nova Geotechnical & Inspection Services -	12/27/2023	5,425.00
100600	OFFICE03	ODP Business Solutions, LLC	12/27/2023	1,033.76

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100601	OPTUM01	OptumRx, Inc.	12/27/2023	40,797.71
100602	ORKINP	Orkin	12/27/2023	1,099.98
100603	PAIK01	Sumako Paik	12/27/2023	120.00
100604	PERF03	Performance Elevator Contractors, Inc.	12/27/2023	360.00
100605	PLUM01	Plump Engineering, Inc.	12/27/2023	490.00
100606	PROPRINT	Pro Printing, Inc.	12/27/2023	180.49
100607	RIGHT01	Right of Way, Inc.	12/27/2023	2,648.40
100608	ROSENO	RSG Inc.	12/27/2023	7,420.00
100609	CENTRO01	Safeguard Business Systems, Inc.	12/27/2023	220.70
100610	SCFUELS	SC Fuels	12/27/2023	12,032.57
100611	SEAL01	SealMaster of Southern California	12/27/2023	1,241.04
100612	SIERRM01	Marcos Sierra	12/27/2023	462.00
100613	SIERRA01	Sierra Chevrolet	12/27/2023	665.99
100614	STANDA01	Standard Insurance Co. RV	12/27/2023	2,575.69
100615	STANDA03	Standard Insurance Company	12/27/2023	497.95
100616	LEES01	Chad A. Streelman	12/27/2023	780.57
100617	STROBE03	Gary Strobehn	12/27/2023	748.75
100618	SWRCBA	SWRCB	12/27/2023	3,746.00
100619	THOM01	Thomson Reuters- West	12/27/2023	474.08
100620	TRIANG01	Triangle Truck Parts	12/27/2023	12.70
100621	UNITED11	United Site Services of CA Inc	12/27/2023	589.50
100622	VISION01	Vision Service Plan - (CA)	12/27/2023	6,353.07
100623	WAGONER	Pamela Wagoner	12/27/2023	390.00
100624	WESTCO05	West Coast Arborists, Inc.	12/27/2023	12,749.10
100625	WILLDAN	Willdan Financial Services	12/27/2023	9,466.00
100626	WORLDB	World Book Inc	12/27/2023	1,321.90
100627	YTIRES	Y Tire Sales	12/27/2023	1,112.24
100628	CALIFO56	California State Disbursement Unit	12/27/2023	604.15
100629	CALIFO57	California State Disbursement Unit	12/27/2023	143.07
100630	CITY01	City of Hope	12/27/2023	54.00
100631	FRANC06	Franchise Tax Board	12/27/2023	462.42
100632	ICEA	Irwindale City Employee Assoc.	12/27/2023	1,014.00
100633	IMEA	Irwindale Mgmt Employee Assoc.	12/27/2023	500.00
100634	IRWIND02	Irwindale Police Officers Assoc.	12/27/2023	3,143.00
100635	LOSANG31	Los Angeles County Sheriff's Dept.	12/27/2023	158.83
Report Total (196 checks):				1,762,186.42

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: January 10, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to approve Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) to complete the preparation of an updated Housing Element, Safety Element, and development of an Environmental Justice Element and the appropriate Environmental Review document in compliance with State Law.

City Manager's Recommendation:

1. Approve the attached contract Amendment No. 2 to the Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of the Housing Element, Safety Element, and Environmental Justice Element and environmental document.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development Director

Electronically Approved

Prepared by:

Lisa Chou, Associate Planner

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

On June 23, 2021, the City Council approved the Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of the Housing Element, Safety Element, and new Environmental Justice Element and applicable environmental review. On October 26, 2022, the City Council approved Amendment No. 1 for a budget appropriation of \$145,000 and for work outside of the original scope. The original scope of work and Amendment No. 1 included preparation of the Housing, Safety, and Environmental Justice Elements, six workshops, two joint study session with the Planning Commission and City Council, stakeholder interviews, preparation of environmental analysis and documents, and compliance with the Senate Bill (SB) 99 as part of the Safety Element update.

Due to the additional community workshop and reviewing and responding to formal and informal comments from the California Department of Housing and Community Development (HCD), the timeline to complete the project has been delayed. Amendment No. 2 will extend the project timeline to carry the project through the adoption of the Housing Element.

Fiscal Impact:

None.

Attachments:

1. ESA Amend No. 2 Prof Svcs Contract 01.10.24 (revised)

AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)

THIS AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 2") is made and entered into this 10th day of January 2024, by and between the City of Irwindale, a California municipal corporation ("City"), and Environmental Science Associates (ESA), a California corporation ("Consultant" or "ESA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and consultant entered into that certain Agreement for Contract Services, (herein "Agreement") dated June 23, 2021 for the preparation of a Housing Element Update, Safety Element Update, and new Environmental Justice Element and applicable environmental review document.

B. On October 26, 2022, the Parties entered into Amendment No. 1 to the Agreement, an established a maximum Contract Sum of Seven Hundred and Eighty-Seven Thousand Three Hundred and Thirty-Two Dollars (\$787,332.00).

C. By this Amendment No. 2, City and Consultant desire to amend Sections 3.2 and 3.4 of the Agreement to account for an extended term for the completion of the Housing, Safety, Environmental Justice Elements.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by City and Consultant, and the promises contained herein, it is hereby agreed as follows:

1. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~striketrough~~):

"Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", ***dated December 8, 2023***, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively."

2. Section 3.4 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~striketrough~~):

"Term. Unless earlier terminated in accordance with Article 7, "Enforcement of Agreement and Termination" of this Agreement, this Agreement shall continue in

full force and effect until terminated but not to exceed ***ing two (2) years from the date hereof, except as otherwise provided in Section 3.2,*** June 1, 2023.

3. Exhibit "D" of the Agreement entitled "Schedule of Performance/Timeline" shall be substituted and superseded in its entirety by the "Schedule of Performance/Timeline" contained in Exhibit "A" attached hereto.

4. Full Force and Effect. Except as expressly amended hereby, all other provisions the Agreement remain in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this amendment shall remain unchanged. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and Amendment No. 2.

5. Corporate Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

ENVIRONMENTAL SCIENCE
ASSOCIATES (ESA), a California
corporation

By: _____
Name: Ruta K. Thomas
Title: Senior Vice President
/Southern CA Regional
Director

By: _____
Name: Monica Strauss
Title: Vice President
Address: 770 Paseo Camarillo # 310
Camarillo, CA 93010

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE

ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be substituted and superseded in its entirety as follows:

EXHIBIT “D”

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated December 8, 2023

Task		Start Date	End Date	Responsible Party
In Progress				
Complete				
Task A. Project Kickoff and Data Collection (July to June 2022)				
A	Project Kick Off & Data Collection	7/29/21	8/20/2021	ESA/City
Task B. Existing Conditions and Needs (September 2021 to May 2022)				
B.1	Evaluation of the 2014-2021 Housing Element	7/29/21	9/12/2021	BAE
B.2	Safety Element Existing Conditions	7/29/21	11/12/2021	ESA
B.3	Environmental Justice Existing Conditions	7/29/21	9/1/2022	ESA
	EJ Existing Conditions City Review	9/1/2022	1/1/2023	City
Task C. Assessment of Housing Needs (September 2021 to May 2022)				
C.1	Housing Assessment & Needs Analysis	7/29/21	10/15/2021	
C.2	Adequate Sites Analysis & Constraints	7/29/21	6/27/2022	
Task D. Community Engagement (December 2021 to December 2024)				
D.1	Project Meetings	Ongoing		Team
D.2	Public Outreach - Three Community & Stakeholder Meetings (Additional)	Week of January 9th 2023		ESA
	Meeting #1	April 7th, 2022		Placeit!/ESA
	Meeting #2	May 25, 2022		BAE/ESA
	City Council Meetings (Additional)	May 26, 2022		BAE/ESA
	City Council Meetings (Additional)	June 22, 2022		BAE
	Meeting #3	August 9, 2022		Placeit!/ESA
	Meeting #4 (Additional)	October 24, 2022		BAE/ESA
	Meeting #5 (Additional)	September 2023 – Safety and EJ Elements		ESA
	Meeting #6 (Additional)	October 18, 2023 – Safety and EJ Elements		ESA
D.3	Public Outreach - Survey Development and Analysis	9/24/21	January 2022	
D.4	Public Outreach - Content Coordination and Support for Website	8/30/21	Ongoing	ESA
D.5	Informational Workshop with Planning Commission and City Council #1	Monday, April 25 th , 2022		ESA/BAE
	PC Meeting to Review HCD Comments and Proposed Approach to Revisions (Additional)	TBD		BAE/ESA
	Joint Planning Commission and City Council Study Session #2	TBD		BAE/ESA
Task E. Preparation of Draft Housing Element (June 2022 to August 2024)				
Administrative Draft HE		6/16/2022	7/4/2022	BAE
City Review		7/05/2022	10/01/2022	City
Public Draft		10/03/2022	10/24/2022	BAE
	Public Review Period	11/9/22-12/21/22		
	Prepare Revised Housing Element	12/22/22	1/20/23	BAE

Task		Start Date	End Date	Responsible Party
	Submit to HCD for Formal Review	1/27/23-4/28/23 (90 days)		BAE
	PC Meeting to Review HCD Comments and Proposed Approach to Revisions	August 2023		BAE/City
	Revise in Response to HCD Comments	May 2023	December 2023	BAE
	Prepare Final Housing Element and Env. Documentation	November 2023	February 2024	BAE/ESA
Public Noticing		As needed		
PC Hearing		August 2024		
CC Hearing Adoption		September 2024		City/BAE/ESA
State Certification Review (60 Days)		September 2024	October 2024	HCD
Task F Safety and Land Use Element Amendments (May 2022 to February 2024)				
F.1	Safety Element Amendments – Admin Draft	5/30/22	9/1/2022	ESA
	City review	9/1/22	12/22/22	City
	Safety Element Amendments – Public Review Draft	1/09/23	May 2023	ESA
	Public Review	Jan 2024 (30 days)		
	Safety Element Update - Final	Feb 2024	Feb 2024	ESA
F.2	Land Use Element Amendment – Draft	Jan 2024	Jan 2024	ESA
	City Review	Feb 2024	Feb 2024	City
	Land Use Element Amendment – Final	Feb 2024	Feb 2024	ESA
Task G EJ Element (February 2023 to November 2023)				
G.1	EJ Element – Admin Draft	2/22/23	3/31/23	ESA
	City Review	4/1/23	June 2023	City
G.2	EJ Element Amendments – Public Review Draft	August 2023		ESA
	Public Review	Jan 2024 (30 days)		
G.3	EJ Element Amendments – Final	Feb 2024	Feb 2024	ESA
Task H. Public Hearings, Adoption and HCD Certification (May 2024 to August 2024)				
H.1	Planning Commission Meetings (Two)	May 2024		City/BAE/ESA
H.2	Council Public Hearing and Adoption of Safety & EJ Elements concurrent with HEU (One)	June 2024		City/BAE/ESA
H.3	HCD Submittal and Certification	August 2024		HCD
Task I: EIR (October 2022 to August 2024)				
IS/NOP and NOC				
	Receipt of Data Needs Request Information from the City	10/19/22	1/6/23	City
	Preparation and Submittal of Project Description	1/9/23	3/3/23	ESA
	City Review	3/3/23	5/16/23	City
	Waiting for HCD Meeting on Housing Element to confirm Housing Site Locations	5/16/23	5/30/23	ESA

Task		Start Date	End Date	Responsible Party
	Preparation and Submittal of Administrative Draft IS/NOP	5/31/23	9/5/23	ESA
	City Review Administrative Draft IS/NOP	9/5/23	11/6/23	City
	Receipt of Comments on Administrative Draft IS/NOP	11/6/23	11/6/23	City/ESA
	Revise Administrative Draft IS/NOP	11/6/23	11/10/23	ESA
	Submittal of Second Draft IS/NOP	11/10/23	11/10/23	ESA/City
	City Review Second Draft IS/NOP	11/10/23	12/11/23	City
	ESA Prepares Print Ready IS/NOP and NOC	12/12/23	12/13/23	
	Publication of Final IS/NOP and NOC	12/14/23	12/14/23	ESA/City
	30-Day IS/NOP Public Review Period	12/14/23	1/13/24	ESA/City
DRAFT FOCUSED EIR				
	Preparation of Administrative Draft Focused EIR	12/13/23	02/23/24	ESA
	Submittal of Administrative Draft Focused EIR (batch submittals)	1/15/24	3/1/24	ESA/City
	City Reviews Administrative Draft Focused EIR	1/16/23	3/8/24	City
	Receipt of Comments on Administrative Draft Focused EIR and NOC (rolling submittals)	2/1/24	3/15/24	City/ESA
	Revise Administrative Draft EIR and NOC	3/18/24	3/29/24	ESA
	City Review of Second Administrative Draft Focused EIR	4/1/24	4/12/24	ESA
	Address 2 nd Round of Revisions and Prepare Print-Ready Draft Focused EIR	4/15/24	4/19/24	ESA
	Publication of Draft EIR	4/23/24	4/23/24	ESA
	45-Day Draft EIR Public Review Period	4/23/24	6/7/24	ESA/City
	Public Meeting on Draft EIR	5/23/24	5/23/24	ESA/City
FINAL EIR AND NOD				
	Prepare Administrative Final EIR, MMRP, Findings and SOC, NOD	6/10/24	6/28/24	ESA
	Submittal of Administrative Final EIR, MMRP, Findings/SOC and NOD	6/28/24	6/28/24	ESA/City
	City Review of Administrative Final EIR, MMRP, Findings/SOC and NOD	7/1/24	7/12/24	City
	Receipt of Comments on Administrative Final EIR/MMRP and NOD	7/12/24	7/12/24	City/ESA
	Revise Administrative Final EIR, MMRP and NOD	7/15/24	7/19/24	ESA
	Publication of Final EIR and MMRP	7/24/24	7/24/24	ESA
	Attend Planning Commission/City Council Hearings	August 2024	September 2024	ESA/City
	File NOD	September 2024	September 2024	ESA/City

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: January 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Consideration of Proposed Personnel and Compensation Adjustments

City Manager's Recommendation:

Adopt Resolution No. 2024-02-3479 entitled " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-72-3459, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

Administrative Action:

Submitted by:

Julian Miranda, City Manager

Electronically Approved

Prepared by:

Mary Hull, Human Resources / Risk Manager

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

Personnel Adjustment

In early September, the Executive Assistant in the Public Works Engineering Department announced their retirement, effective December 2023. Following a review of the position's duties and responsibilities, it was decided that the role should be reclassified to that of an Administrative Secretary. To ensure a smooth transition and transfer of knowledge, it was deemed crucial for the retiring Executive Assistant to actively participate in training their successor. At the City Council meeting on September 27, 2023, the City Council approved the funding for the Administrative Secretary position and authorized the hiring of a replacement prior to the Executive Secretary's retirement. Staff communicated their intention to return to the City Council in January 2024, after the Executive Assistant's retirement, to request the unfunding of the Executive Assistant position.

Now that the Executive Assistant has retired, and a replacement Administrative Secretary is in place, staff recommends unfunding the Executive Assistant position.

Compensation Adjustment to Comply with Minimum Wage Increase

California's minimum wage increased to \$16.00 per hour for all employers effective January 1, 2024. The classification of Summer Youth Worker is the only classification impacted by the State's 2024 minimum wage increase. The recommended adjustment in compensation, as reflected in Compensation Resolution No. 2024-02-3479, will only impact this classification. The compensation of all other classifications will remain the same.

Compensation Resolution 2024-02-3479

Article VIII, Section 803 of the City Charter authorizes the City Council to establish, by resolution, a classification plan, salaries, and other forms of compensation for all City employees. The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It was most recently updated September 27, 2023, through the City Council's adoption of Resolution No. 2023-72-3459.

Proposed Resolution No. 2024-02-3479 sets forth the current compensation ranges, position titles, and number of positions for all City classifications. This resolution meets the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.).

The list of classifications in the exhibit to Resolution No. 2024-02-3479 reflects the personnel and compensation adjustments outlined in this report.

Fiscal Impact:

Unfunding the current Executive Assistant position to fund the new Administrative Secretary position resulted in an overall hourly savings of \$11.66 or an ongoing annual cost savings of \$24,253.

The cost of the minimum wage increase for the Summer Youth Worker classification from January to June 2024 is approximately \$3,500. This cost increase has already been incorporated into the FY 2023-

2024 budget, as the information for the minimum wage increase requirement was available when the budget was prepared.

City staff are directed and authorized to amend the approved FY 2023-2024 Adopted Budget to reflect these changes.

Attachments:

1. Salary Resolution 2024-02-3479 with salary schedule

RESOLUTION NO. 2024-02-3479

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPEALING AND REPLACING RESOLUTION NO. 2023-72-3459, AND
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES,
AND COMPENSATION FOR CITY EMPLOYEES**

WHEREAS, Article VIII, Section 803 of the City Charter requires the City Council to establish by resolution salaries and other forms of compensation for all City employees; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in the City employment be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.12.020 of the Irwindale Municipal Code requires that the salaries and compensation of officers and employees of the City be fixed and determined by resolution of the City Council; and

WHEREAS, Section 2.25 of the City's Personnel Rules states that the Personnel Officer shall prepare an annual salary resolution that establishes the minimum through maximum salary rates of pay for employee classifications, which shall be adopted by the City Council; and

WHEREAS, the City Council adopted Resolution No. 2023-72-3459 on September 27, 2023, which established the number of positions, schedule of classes, compensation, and benefits for City employees for Fiscal Year 2023-2024. Resolution No. 2023-72-3459 created and funded one (1) represented, classified full-time Administrative Secretary position, and unfunded one (1) unrepresented, part-time Information Technology Intern; and

WHEREAS, the City desires to unfund one (1), represented, classified full-time Executive Assistant position, and

WHEREAS, effective January 1, 2024, the State of California minimum wage for all employers increased to \$16.00 per hour, and

WHEREAS, to ensure the City is compliant with State law, salary adjustments must be made for those classifications affected by the 2024 minimum wage increase; and

WHEREAS, the City Council desires to adopt this resolution to accurately reflect the current compensation, position titles, and number of positions for all City classifications, and supersede and replace Resolution No. 2023-72-3459; and

WHEREAS, this resolution is also intended to serve as the City's California Public Employees Retirement System ("CalPERS") publicly available pay schedule as required by California Code of Regulations, Title 2, Section 570.5.

NOW, THEREFORE, the City Council of the City of Irwindale hereby resolves, determines and orders as follows:

SECTION 1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. Personnel Position Ordered Unfunded.

One (1) represented, classified full-time Executive Assistant position is hereby ordered unfunded.

SECTION 3. Compensation Adjustment.

The hourly rate for the part-time classification of Summer Youth Worker is adjusted to reflect the State of California's current minimum wage of \$16.00 per hour.

SECTION 4. Authorization to Amend Approved FY 2023-2024 Budget.

City staff are directed and authorized to amend the approved FY 2023-2024 Adopted Budget to reflect these changes.

SECTION 5. Applicability to other Governing Documents.

This Resolution shall supersede and replace Resolution No. 2023-72-3459. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-116-3238, that was adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 6 of this Resolution.

In the event that any provision of this Resolution is in conflict with the City's Personnel Rules or other policies, this Resolution shall supersede and govern the City's policies and practices with regard to unrepresented and/or unaffiliated employees.

SECTION 6. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

The Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Memoranda of Understanding shall govern as to that particular employee bargaining unit.

SECTION 7. Salary and Wage Schedules.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective January 1, 2024.

If any employee is receiving compensation above the highest step of the salary range stated in this resolution for his/her position, the employee's present rate shall be continued as an approved additional step rate for the class ("Y-rated"), until the highest step is greater than the Y-rate. Except as provided herein or an applicable MOU, no non Y-rated employee may be adjusted to a Y-rate upon reclassification or promotional appointment, and the Y-rate shall no longer be in effect after the termination of the employment in that class of the incumbent(s) on whose behalf the Y-rate is authorized. Nothing in this resolution shall prohibit any Y-rated employee from receiving a cost-of-living adjustment that other employees within the employee's applicable bargaining group may receive pursuant to an applicable Tentative Agreement or MOU.

SECTION 8. Certification.

The Chief Deputy City Clerk shall certify to the adoption of this resolution, which shall in turn be effective retroactive to January 1, 2024.

PASSED, APPROVED AND ADOPTED this 10th day of January 2024.

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-02-3479 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 10th day of January 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
 Effective January 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly Monthly Annual	Elected	346.23 750.16 9,001.92	346.23 750.16 9,001.92	346.23 750.16 9,001.92	346.23 750.16 9,001.92	346.23 750.16 9,001.92
CM	City Manager	1	Hourly Bi-Weekly Monthly Annual	88	100,2755 8,022.04 17,381 208,573	105,2894 8,423.15 18,250 219,002	110,5538 8,844.31 19,163 229,952	116,0817 9,286.54 20,121 241,450	121,8861 9,750.88 21,127 253,523
Director	Assistant City Manager	1	Hourly Bi-Weekly Monthly Annual	81	84,3587 6,748.69 14,622 175,466	88,5764 7,086.12 15,353 184,239	93,0053 7,440.42 16,121 193,451	97,6558 7,812.46 16,927 203,124	102,5385 8,203.08 17,773 213,280
Director	Chief of Police	1	Hourly Bi-Weekly Monthly Annual	85	94,9798 7,598.38 16,463 197,558	99,7288 7,978.31 17,286 207,436	104,7154 8,377.23 18,151 217,808	109,9510 8,796.08 19,058 228,698	115,4486 9,235.88 20,011 240,133
Director	Community Development Director	1	Hourly Bi-Weekly Monthly Annual	78	78,3351 6,266.81 13,578 162,937	82,2519 6,580.15 14,257 171,084	86,3644 6,909.15 14,970 179,638	90,6827 7,254.62 15,718 188,620	95,2168 7,617.35 16,504 198,051
Director	Director of Engineering/Building Official	1	Hourly Bi-Weekly Monthly Annual	80	82,3010 6,584.08 14,266 171,186	86,4159 6,913.27 14,979 179,745	90,7365 7,258.92 15,728 188,732	95,2736 7,621.88 16,514 198,169	100,0370 8,002.96 17,340 208,077
Director	Finance Director/City Treasurer	1	Hourly Bi-Weekly Monthly Annual	79	80,2933 6,423.46 13,918 167,010	84,3082 6,744.65 14,613 175,361	88,5236 7,081.88 15,344 184,129	92,9495 7,435.96 16,111 193,335	97,5971 7,807.77 16,917 203,002
Director	Public Services Director	1	Hourly Bi-Weekly Monthly Annual	74	70,9678 5,677.42 12,301 147,613	74,5163 5,961.31 12,916 154,994	78,2423 6,259.38 13,562 162,744	82,1543 6,572.35 14,240 170,881	86,2620 6,900.96 14,952 179,425

CITY OF IRWINDALE
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	34,6793	36,4135	38,2341	40,1457	42,1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Administrative Secretary	2	Hourly	37	28,4625	29,8856	31,3798	32,9490	34,5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Assistant Planner	0	Hourly	45	34,6793	36,4135	38,2341	40,1457	42,1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Building Permit Technician	0	Hourly	37	28,4625	29,8856	31,3798	32,9490	34,5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Bus Driver	1	Hourly	33	25,7861	27,0755	28,4293	29,8510	31,3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Code Enforcement Officer	1	Hourly	39	29,9038	31,3990	32,9692	34,6178	36,3486
			Bi-Weekly		2,392.31	2,511.92	2,637.54	2,769.42	2,907.88
			Monthly		5,183	5,443	5,715	6,000	6,300
			Annual		62,200	65,310	68,576	72,005	75,605
ICEA	Deputy City Clerk	0	Hourly	41	31,4173	32,9880	34,6375	36,3692	38,1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430
ICEA	Engineering Technician	3	Hourly	40	30,6514	32,1841	33,7933	35,4832	37,2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495

CITY OF IRWINDALE
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Analyst	1	Hourly	45	34,6793	36,4135	38,2341	40,1457	42,1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Finance Technician	1	Hourly	36	27,7683	29,1567	30,6144	32,1452	33,7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Human Resources Specialist	0	Hourly	38	29,1740	30,6327	32,1644	33,7726	35,4611
			Bi-Weekly		2,333.92	2,450.62	2,573.15	2,701.81	2,836.88
			Monthly		5,057	5,310	5,575	5,854	6,147
			Annual		60,682	63,716	66,902	70,247	73,759
ICEA	Inclusion Specialist	1	Hourly	37	28,4625	29,8856	31,3798	32,9490	34,5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Janitor	1	Hourly	20	18,7053	19,6404	20,6226	21,6538	22,7365
			Bi-Weekly		1,496.42	1,571.23	1,649.81	1,732.31	1,818.92
			Monthly		3,242	3,404	3,575	3,753	3,941
			Annual		38,907	40,852	42,895	45,040	47,292
ICEA	Library Technician	1	Hourly	29	23,3606	24,5288	25,7553	27,0433	28,3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Maintenance Aide	4	Hourly	25	21,1635	22,2216	23,3327	24,4995	25,7245
			Bi-Weekly		1,693.08	1,777.73	1,866.62	1,959.96	2,057.96
			Monthly		3,668	3,852	4,044	4,247	4,459
			Annual		44,020	46,221	48,532	50,959	53,507

CITY OF IRWINDALE
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Lead Worker	1	Hourly	43	33,0082	34,6587	36,3918	38,2115	40,1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
ICEA	Maintenance Worker I	0	Hourly	31	24,5433	25,7707	27,0591	28,4120	29,8327
			Bi-Weekly		1,963.46	2,061.65	2,164.73	2,272.96	2,386.62
			Monthly		4,254	4,467	4,690	4,925	5,171
			Annual		51,050	53,603	56,283	59,097	62,052
ICEA	Maintenance Worker II	6	Hourly	40	30,6514	32,1841	33,7933	35,4832	37,2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495
ICEA	Office Specialist	3	Hourly	29	23,3606	24,5288	25,7553	27,0433	28,3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Planning Technician	1	Hourly	36	27,7683	29,1567	30,6144	32,1452	33,7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Police Records Clerk	0	Hourly	28	22,7913	23,9308	25,1274	26,3837	27,7029
			Bi-Weekly		1,823.31	1,914.46	2,010.19	2,110.69	2,216.23
			Monthly		3,951	4,148	4,355	4,573	4,802
			Annual		47,406	49,776	52,265	54,878	57,622
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	25,1567	26,4144	27,7351	29,1216	30,5779
			Bi-Weekly		2,012.54	2,113.15	2,218.81	2,329.73	2,446.23
			Monthly		4,361	4,579	4,807	5,048	5,300
			Annual		52,326	54,942	57,689	60,573	63,602
ICEA	Police Services Specialist	1	Hourly	41	31,4173	32,9880	34,6375	36,3692	38,1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Recreation Assistant	0	Hourly	29	23,3606	24,5288	25,7553	27,0433	28,3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Bus Driver	1	Hourly	37	28,4625	29,8856	31,3798	32,9490	34,5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Center Assistant	1	Hourly	29	23,3606	24,5288	25,7553	27,0433	28,3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	25,7861	27,0755	28,4293	29,8510	31,3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Senior Center Specialist	1	Hourly	37	28,4625	29,8856	31,3798	32,9490	34,5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Code Enforcement Officer	1	Hourly	45	34,6793	36,4135	38,2341	40,1457	42,1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Senior Recreation Leader	3	Hourly	19	18,2495	19,1620	20,1202	21,1264	22,1827
			Bi-Weekly		1,459.96	1,532.96	1,609.62	1,690.12	1,774.62
			Monthly		3,163	3,321	3,488	3,662	3,845
			Annual		37,959	39,857	41,850	43,943	46,140

CITY OF IRWINDALE
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	36,434.6	38,256.3	40,169.2	42,177.9	44,287.0
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Assistant City Engineer	1	Hourly	64	55,439.9	58,212.0	61,122.6	64,178.8	67,388.0
			Bi-Weekly		4,435.19	4,656.96	4,889.81	5,134.31	5,391.04
			Monthly		9,610	10,090	10,595	11,124	11,681
			Annual		115,315	121,081	127,135	133,492	140,167
IMEA	Assistant Engineer	0	Hourly	52	41,222.6	43,283.7	45,448.1	47,720.7	50,106.7
			Bi-Weekly		3,297.81	3,462.69	3,635.85	3,817.65	4,008.54
			Monthly		7,145	7,503	7,878	8,272	8,685
			Annual		85,743	90,030	94,532	99,259	104,222
IMEA	Assistant to the City Manager	1	Hourly	63	54,088.0	56,792.3	59,631.7	62,613.5	65,744.2
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Associate Engineer	1	Hourly	56	45,502.4	47,777.4	50,166.3	52,674.5	55,308.2
			Bi-Weekly		3,640.19	3,822.19	4,013.31	4,213.96	4,424.65
			Monthly		7,887	8,281	8,696	9,130	9,587
			Annual		94,645	99,377	104,346	109,563	115,041
IMEA	Associate Planner	1	Hourly	49	38,279.3	40,193.3	42,202.9	44,313.0	46,528.8
			Bi-Weekly		3,062.35	3,215.46	3,376.23	3,545.04	3,722.31
			Monthly		6,635	6,967	7,315	7,681	8,065
			Annual		79,621	83,602	87,782	92,171	96,780
IMEA	Benefits Administrator	1	Hourly	58	47,805.8	50,196.2	52,705.8	55,340.9	58,107.7
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864
IMEA	Chief Deputy City Clerk	1	Hourly	58	47,805.8	50,196.2	52,705.8	55,340.9	58,107.7
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Community Development Manager/City Planner	0	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Construction Compliance Manager	1	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Economic Development Coordinator	0	Hourly	53	42,2534	44,3659	46,5841	48,9135	51,3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Executive Assistant	0	Hourly	43	33,0082	34,6587	36,3918	38,2115	40,1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
IMEA	Finance Manager	1	Hourly	68	61,1952	64,2548	67,4678	70,8413	74,3837
			Bi-Weekly		4,895.62	5,140.38	5,397.42	5,667.31	5,950.69
			Monthly		10,607	11,138	11,694	12,279	12,893
			Annual		127,286	133,650	140,333	147,350	154,718
IMEA	Housing Coordinator	1	Hourly	53	42,2534	44,3659	46,5841	48,9135	51,3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Human Resources/Risk Manager	1	Hourly	67	59,7029	62,6880	65,8226	69,1139	72,5697
			Bi-Weekly		4,776.23	5,015.04	5,265.81	5,529.12	5,805.58
			Monthly		10,349	10,866	11,409	11,980	12,579
			Annual		124,182	130,391	136,911	143,757	150,945

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Information Technology Manager	1	Hourly	63	54,0880	56,7923	59,6317	62,6135	65,7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Management Analyst	2	Hourly	47	36,4346	38,2563	40,1692	42,1779	44,2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Police Captain	1	Hourly	77	77,9548	81,8524	85,9452	90,2423	94,7543
			Bi-Weekly		6,236.38	6,548.19	6,875.62	7,219.38	7,580.35
			Monthly		13,512	14,188	14,897	15,642	16,424
			Annual		162,146	170,253	178,766	187,704	197,089
IMEA	Police Lieutenant	1	Hourly	71	67,2197	70,5808	74,1096	77,8149	81,7058
			Bi-Weekly		5,377.58	5,646.46	5,928.77	6,225.19	6,536.46
			Monthly		11,651	12,234	12,846	13,488	14,162
			Annual		139,817	146,808	154,148	161,855	169,948
IMEA	Project Manager - Construction Compliance	1	Hourly	48	37,3462	39,2135	41,1740	43,2327	45,3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Project Manager - Mining	0	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	37,3462	39,2135	41,1740	43,2327	45,3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Public Works Services Manager	0	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective January 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Recreation Manager	1	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Recreation Supervisor	2	Hourly	47	36,4346	38,2563	40,1692	42,1779	44,2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Senior Center Manager	1	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Senior Finance Analyst	1	Hourly	51	40,2168	42,2279	44,3394	46,5563	48,8841
			Bi-Weekly		3,217.35	3,378.23	3,547.15	3,724.50	3,910.73
			Monthly		6,971	7,320	7,686	8,070	8,473
			Annual		83,651	87,834	92,226	96,837	101,679
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	42,2534	44,3659	46,5841	48,9135	51,3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Management Analyst	0	Hourly	53	42,2534	44,3659	46,5841	48,9135	51,3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Planner	1	Hourly	55	44,3923	46,6120	48,9428	51,3899	53,9596
			Bi-Weekly		3,551.38	3,728.96	3,915.42	4,111.19	4,316.77
			Monthly		7,695	8,079	8,483	8,908	9,353
			Annual		92,336	96,953	101,801	106,891	112,236

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective January 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
I/OA	Police Sergeant	6	Hourly	63	54,9014	57,6466	60,5288	63,5553	66,7332
			Bi-Weekly		4,392.12	4,811.73	4,842.31	5,084.42	5,338.65
			Monthly		9,516	9,992	10,492	11,016	11,567
			Annual		114,195	119,905	125,900	132,195	138,805
I/OA	Police Officer	19	Hourly	52	41,8433	43,9356	46,1322	48,4389	50,8611
			Bi-Weekly		3,347.46	3,514.85	3,690.58	3,875.12	4,068.88
			Monthly		7,253	7,616	7,996	8,396	8,816
			Annual		87,034	91,386	95,955	100,753	105,791
I/OA	Police Dispatcher/Clerk	5	Hourly	38	28,7510	30,1885	31,6981	33,2832	34,9471
			Bi-Weekly		2,300.08	2,415.08	2,535.85	2,662.65	2,795.77
			Monthly		4,984	5,233	5,494	5,769	6,058
			Annual		59,802	62,792	65,932	69,229	72,690

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2023-2024
Effective January 1, 2024

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	2	19	18.25	19.16	20.12	21.12	22.18
Library Aide	1	26	21.69	22.78	23.92	25.11	26.37
Civil Engineering Technician	0	33	25.78	27.07	28.43	29.85	31.34

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	18.21
Assistant Pool Manager	22.74
Bus Driver	25.78
Communications Specialist	33.00
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	19.61
Finance Assistant	22.18
Intern	20.68
Library Page	19.61
Lifeguard	18.66
Office Specialist	23.36
Police Officer Trainee	36.98
Recreation Aide	18.21
Reserve Police Officer	41.84
Senior Center Aide	18.21
Senior Library Page	21.64
Senior Lifeguard	20.59
Summer Youth Worker	16.00
Tutor	20.68

City Council Item #19.E.
Successor Agency Item #27.C
Housing Authority Item #33B
Reclamation Authority Item #40A

City of
IRWINDALE
AGENDA REPORT

Date: January 10, 2024

To: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Successor Agency
Honorable Chair and Members of the Housing Authority Board
Honorable Chair and Members of the Reclamation Authority

From: Julian A. Miranda, City Manager/Executive Director

Issue: Approval of Citywide Records Retention Schedule (Joint Item - Successor Agency, Housing Authority and Reclamation Authority)

City Manager's Recommendation:

Adopt Joint Resolution No. 2024-03-3480, SA Resolution No. 2024-04-3481; HA Resolution No. 2024-01-139; RA Resolution No. 2024-01-040 entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING A CITYWIDE RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION NO. 2005-35-2052 AND JOINT RESOLUTION NO. 2007-08-3184 AND CRA 2007-06-484".

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Electronically Approved

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

A city's records retention schedule provides legal authority to dispose of specified records that no longer have administrative, legal, fiscal or historical value and are eligible for destruction by law. Retention schedules should be reviewed on a regular basis to ensure that classifications of records are included and that all legal citations are current.

The City last adopted Records Retention Schedules on June 7, 2005 and May 9th, 2007, by Resolution No. 2005-35-2052 and Joint Resolution No. 2007-08-2194/CRA 2007-06-484, respectively. Staff determined that some classifications of records were not included in these schedules and that not all legal citations were current.

In 2021, the City engaged the services of Records Control Services, Inc. (RCS) to prepare a single, updated Records Retention Schedule, to include all department records. During this process, designated staff in each department met with the representative from RCS, Inc. for purposes of identifying all records created and retained by each department. RCS, Inc. then developed record series indexes for all the records within each department and assigned retention periods for each record series based on the appropriate legal authorities. RCS, Inc. prepared records retention schedule for each department, incorporating the record series code, record series name and description, office of record, retention period and legal basis and citations. Departments were given the opportunity to review and incorporate any administrative changes into their schedules, prior to final approval. All schedules have been reviewed by the City Attorney's office.

Government Code Section 34090 provides that city councils, by resolution and with the written consent of the city attorney, may give the head of a department authority to destroy certain records when they are no longer required. The Council's adoption of a Records Retention Schedule provides this authority to staff to destroy those records identified in the Records Retention Schedule, with approval from the head of the department and the city attorney, once they have been deemed to no longer have administrative, legal, fiscal, or historical value.

Further, section 34090 implies that each governing body of a city should adopt a records retention schedule, and the records retention schedule has been prepared to apply to all Irwindale agencies. Staff therefore recommends that the City Council of the City of Irwindale, Board of the Successor Agency to the Irwindale Community Redevelopment Agency, Board of the Irwindale Housing Authority, and Board of the Irwindale Reclamation Authority adopt the comprehensive Records Retention Schedule which sets forth the records retention and destruction requirements for each respective agency.

Fiscal Impact:

There is no fiscal impact associated with the adoption of the citywide records retention schedule.

Attachments:

1. Resolution No. 2024-03-3480 Records Retention Schedule
2. Records Retention Schedule and UFIRST Index

**JOINT RESOLUTION NO. 2024-03-3480
RESOLUTION NO. SA 2024-04-3481
RESOLUTION NO. HA 2024-01-139
RESOLUTION NO. RA 2024-01-040**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY, BOARD OF THE IRWINDALE HOUSING AUTHORITY ,
AND BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING A
CITYWIDE RECORDS RETENTION SCHEDULE AND RESCINDING RESOLUTION
NO. 2005-35-2052 AND JOINT RESOLUTION NO. 2007-08-3184 AND CRA 2007-06-
484**

WHEREAS, the City of Irwindale and its agencies have an obligation to maintain and store records in accordance with government laws and regulations and accepted records management practices; and

WHEREAS, a records retention schedule is an agency's legal authority to dispose of official records that no longer have administrative, legal, fiscal or historical value and are eligible for destruction by law; and

WHEREAS, the City of Irwindale continues to store a large volume of records, both in paper copy and electronically, due to the fact that the current retention schedules do not identify all the types of records created and maintained by the City and its agencies; and

WHEREAS, on June 7, 2005 the City Council adopted a records retention schedule by Resolution No. 2005-35-2052 and on May 9, 2007 the City Council and former Community Redevelopment Agency adopted Joint Resolution No. 2007-08-2194 and CRA 2007-06-484; and

WHEREAS, the City conducts periodic reviews of the Records Retention Schedules to ensure their accuracy as well as compliance with applicable regulations; and

WHEREAS, City staff engaged Records Control Services, Inc. to prepare an updated, single Records Retention Schedule which would apply to all Irwindale agencies; and

WHEREAS, Government Code Section 34090 provides a procedure whereby City records which have served their purpose and are no longer required may be destroyed with the approval by resolution of the legislative body; and

WHEREAS, through the joint adoption of this Resolution, the City Council of the City of Irwindale, Board of the Successor Agency to the Irwindale Community Redevelopment Agency, Board of the Irwindale Housing Authority, and Board of the Irwindale Reclamation Authority desire to adopt a comprehensive Records Retention Schedule which sets forth the records retention and destruction requirements for each respective agency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND BOARD OF THE IRWINDALE RECLAMATION AUTHORITY DO HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council, Board of the Successor Agency, Board of the Housing Authority, and Board of the Reclamation Authority find the above recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council, Board of the Successor Agency, Board of the Housing Authority, and Board of the Reclamation Authority hereby approve and adopt the new Records Retention Schedule, Exhibit A, which is attached hereto and incorporated herein by this reference.

SECTION 3. The adoption of the Records Retention Schedule as set forth in Exhibit A is intended to replace and supersede all prior adopted schedules. The City Council hereby rescinds Resolution No. 2005-35-2052 and Joint Resolution No. 2007-08-3194 in their entirety. The Board of the Successor Agency to the Community Redevelopment Agency hereby rescinds Joint Resolution CRA 2007-06-484 in its entirety. Rescinding these resolutions shall have no effect on records destruction determinations or other decisions made pursuant to the Records Retention Schedules approved by said resolutions prior to their rescission.

SECTION 4. The Chief Deputy City Clerk/Chief Authority Assistant Secretary shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this _____ day of January 2024.

Albert F. Ambriz, Mayor/Chair

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk / Chief Authority Assistant Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Joint Resolution No. 2024-03-3480, Resolution No. SA 202-04-3481, Resolution No. HA 2024-01-139 and Resolution No. RA 2024-01-040 as duly adopted by the City Council of the City of Irwindale, the Successor Agency Board, Housing Authority and Reclamation Authority at a regular meeting held on the _____day of January 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk / Chief Authority
Assistant Secretary

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, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOVLOS - Life of Board, Building, Vehicle, Improvement or System, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, 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		City-wide		CY+2, AR	GC 34090(d); 2 year minimum
01-01-03	Correspondence & Reports - Internal		City-wide		CY+2, AR	Administrative Record, State of California Guidelines
01-01-04	Policies & Procedures		City-wide		S+5	GC 34090(d); 2 year minimum CCP 343; 4 years to commence action
01-01-05	Departmental Goals/Objectives	Includes informal meeting agendas.	City-wide		S+5	Administrative Record, State of California Guidelines recommends retaining for 5 years after superseded.
01-01-06	Staff & Interdepartmental Meetings		City-wide		EY+2	GC 34090(d); 2 year minimum
01-01-07	Surveys & Studies - General City		City-wide		AC+2	Administrative Record, State of California Guidelines
01-01-08	Public Records Act and Information Requests	Log and requests, correspondence, documentation and responses that require city-wide coordination across departments by the City Clerk. <i>(Department specific Public Records Act Requests and Responses are maintained by the Department.)</i> Also includes administrative analysis, audits and litigation support.	City-wide		AC+2	GC 34090(d); 2 year minimum State of California Guidelines; 2 years after completion for general studies and surveys
01-01-09	Budget Workpapers - Departments	Includes workpapers, forecasts and other budget creation related documents maintained by the departments.	City-wide		CY+2	GC 34090(d); 2 years minimum State of California Guidelines; 2 years after audit
01-01-10	Supervisor's Personnel Files		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.

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		City-wide		ACT	GC 34090.7; Duplicates may be destroyed within the 2 year minimum period.
01-02-03	Professional Associations/Organizations		City-wide		CY+2	Administrative Record, State of California Guidelines GC 34090(d); 2 year minimum requirement
01-02-04	Community Organizations/Foundations		City-wide		CY+2	Administrative Record, State of California Guidelines GC 34090(d); 2 year minimum requirement
01-02-05	Complaint Files	General complaints to City departments. Does not include claims against the City.	City-wide		AC+2	Administrative Record, State of California Guidelines GC 34090(d); 2 year minimum requirement
01-02-06	Mailing Lists		City-wide		S	Administrative Record, State of California Guidelines GC 34090(d); 2 year minimum
01-02-07	Community Information/Events		City-wide	H	CY+2, AR	Administrative Record, State of California Guidelines
01-02-08	Historical Information/Events		City-wide	H	P	Administrative Decision: Current year plus 2 years, review annually for historical content GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines
01-02-09	Public Relations Information/Handouts/Speeches/Biographies		City-wide		EY+7, AR	Administrative Decision: Retain permanently for historical value. GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 7
01-02-10	Technical Reference		City-wide		ACT	Administrative Decision: Review before destruction for potential historical content and reclassification to Historical Information/Events as a permanent record.
01-02-11	Dues/Subscriptions		City-wide		CY+2	GC 34090.7; Duplicates and reference materials may be destroyed within the 2 year minimum. GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines

Record Retention Schedules and UFIRST Index

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
01-03-00	Materials from Agencies & Other Cities - Non-project Related					
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(d); 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(d); 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(d); 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(d); 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(d); 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(d); 2 year minimum State of California Guidelines; Administrative Record
01-04-00	Records Management					
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.
01-04-02	Administration	Program planning and policy development research and reference materials. (Reference library of manuals, catalogs, magazines, books, pamphlets, etc. Training materials). Purged/updated as needed.	City-wide		CY+2	GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines
01-04-03	Destruction Certificates, Destruction Documentation and Department Destruction Logs	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(d); 2 year minimum requirement State of California Guidelines; 2 years after superseded RCS Suggestion: Permanent for destruction approvals for tracking purposes.
01-04-04	Records Center Inventories	Index to all active and inactive records maintained in onsite and offsite storage.	Clerk		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after superseded
01-04-05	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+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after superseded

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
01-05-00	Grant Administration					
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	Grant Applications & Agreements	Includes copies of agreements, grant applications and supporting documents for the grant. Grant administrators must maintain copies of all invoices associated with the grant along with the supporting documents. Finance retention for invoices may be shorter than the lifecycle of the grant.	City-wide		AFP+5*	29 CFR 97.42(b)(1); grants must be kept for 3 years after final expenditure report. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
01-05-03	CDBG Grant Applications & Agreements	Includes copies of agreements, grant applications and supporting documents for the grant. Grant administrators must maintain copies of all invoices associated with the grant along with the supporting documents. Finance retention for invoices may be shorter than the lifecycle of the grant.	City-wide		AFP+4*	29 CFR 97.42; grants must be kept for 3 years after final expenditure report. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
01-06-00	Purchasing & Material Acquisition					
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	RFPs / RFIs / RFQs	Includes competitive bid quotes.	City-wide		AC+5	GC 34090(d); 2 years minimum CCP 337; Statute of limitations 4 years State of California Guidelines; 5 years after audit for successful bids.
01-06-03	Bids - Successful		City-wide		AC+5	Administrative Decision; 5 years after completion of project associated with the bid. GC 34090(d); 2 years minimum CCP 337; Statute of limitations 4 years State of California Guidelines; 5 years after audit for successful bids.
01-06-04	Bids - Unsuccessful		City-wide		CY+2	Administrative Decision; 5 years after completion of project associated with the bid. GC 34090(d); 2 years minimum State of California Guidelines; Current year plus 2 for unsuccessful bids

Records Retention Schedules and UFIRST Index

02-00-00 CITY CLERK

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOVLOS - Life of Board, Building, Vehicle, Improvement or System, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, 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
02-01-00	City 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. GC 34090(d); 2 year minimum requirement State of California Guidelines; 6 years after termination for elected officials, 3 years after termination for designated employees.
02-01-02	Oaths of Office		Clerk		AT+6	Administrative Decision: Maintain all oaths of office for 6 years after termination for simplicity in destruction.
02-01-03	Certificates of Insurance	Certificates provided by vendors for liability coverage not associated with a City contract.	Clerk		CY+10	GC 34090(d); 2 year minimum CCP 337; 4 year statute of limitations CCP 337.15(a); 10 years after substantial completion of the development or improvement State of California Guidelines; Permanent for liability and property insurance Administrative Decision: Maintain certificates of insurance for the current year plus 10 years to satisfy the longest statute of limitations.
02-02-00	City Council / Parks & Recreation Commission / Senior Commission					
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	Meeting Notices	Affidavits of Posting, Mailing and/or Publication Declarations indicating agendas and other notices are completed in compliance with state law and department guidelines City Clerk.	Clerk		CY+4	GC 34090(d); 2 year minimum requirement CCP 343; Statutes of limitations, 4 years
02-02-03	Agenda Packets	Agenda, staff reports, supplemental communications and all other supporting documentation for City Council, Parks & Recreation Commission and Senior Commission regular and special meetings. May include letters to the state or federal legislators supporting or opposing legislation.	Clerk		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
02-02-04	Meeting Recordings	Any audio or video recording of an open and public meeting made for whatever purpose by or at the direction of the local agency.	Clerk		30 Days	GC 54953.5(b); 30 days after recording
02-02-05	Minutes	Includes City Council/Redevelopment Agency/Redevelopment Successor Agency, Public Financing Authority and Employee Pension Trust Board, Municipal Services Corporation and Oversight Board. Official Written Minutes – Bound Volumes	Clerk	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

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
02-02-06	Council Meeting Summaries	Unofficial record of council actions prepared after meetings for distribution to the public and staff.	Clerk		ACT	Transitory Record; Document maintained for production of the governing body minutes.
02-02-07	Off-Agenda Reports to Council	Periodic operational and news off-agenda reports to Council from all City departments.	Clerk		CY+2	GC 34090(d); 2 year minimum requirement CCP 1094.6(b); 90 days to file petition CCP 1094.6(c); 190 days to respond to petition State of California Guidelines; Maintain for the Current Year plus 2 years
02-02-08	Items Submitted at Meetings	Includes SB 343 materials received at meetings that are not part of the agenda packets.	Clerk		CY+2	GC 34090(d); 2 year minimum requirement CCP 1094.6(b); 90 days to file petition CCP 1094.6(c); 190 days to respond to petition State of California Guidelines; Maintain for the Current Year plus 2 years
02-03-00	Commission Membership Materials					
02-03-01	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.
02-03-02	Commission Administrative Files	Includes communications, recruitment materials, memos and other administrative records.	Clerk		CY+2	GC 34090(d); 2 year minimum State of California Guidelines; 2 years after superseded Administrative Record
02-03-03	Roster Database	Reflects current membership.	Clerk		L+5	GC 34090(d); 2 years minimum GC 36814; Maintain record of proceedings GC 40801; Maintain record of proceedings State of California Guidelines; 2 years after board, commission or committee is dissolved.
02-03-04	Applications - Successful	Applications submitted as part of the Council recruitment/interview or Committee appointment process are retained as part of the Council agenda packet.	Clerk		AT+5	GC 34090(d); 2 years minimum GC 40801; Maintain record of proceedings State of California Guidelines; 5 years after term of office
02-03-05	Applications - Unsuccessful		Clerk		AC+2	GC 34090(d); 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	Elections Materials					
02-04-01	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.	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	Municipal Elections (General & Special)	Includes ballot material copies, certification of votes, correspondences, and election signs, notices and legal publications. Original canvass information and statement of votes from the County Registrar of Voters are approved and incorporated by reference by City Council resolution. City Clerk administrative, research and working files retained for future reference. Election handbook.	Clerk		AC+5	EC 17000(a); Affidavits and indexes are 5 years EC 17300(a)(1); 5 years after election for election rosters EC 17302(c); 6 months after election, if no contest, for election records GC 81009(e); At least 7 years campaign reports and statements, 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.
02-04-03	Certificates of Election	Presentation to successful candidates required by Government Code. Incorporated into agenda packet.	Clerk		AT+4	EC 17300(a)(1); 5 years after election for certain records State of California Guidelines; 4 years after term ends
02-04-04	Candidate Filing Forms and Nomination Documents	Elected Unsuccessful Submitted in order to qualify for candidacy; includes nomination petition, declaration of candidacy, optional candidate statement, Statements of Economic Interest (Form 700), signature and residency verification, consent forms, ballot designation worksheet, optional Code of Fair Campaign Practices declaration, filing checklists, endorser consent forms, candidate statement receipt.	Clerk		AT+4	GC 34090(d); 2 year minimum requirement EC 17100(a); 4 years after term ends

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
02-04-05	Council Sponsored Measures	Ballot Question is approved by Council resolution. Direct Arguments for and against measures and accompanying documentation if filed, and Rebuttal arguments, if filed, are filed with the City Clerk and printed in the County's voter pamphlet.	Clerk		AC+5	GC 34460; Indefinite. Maintain copy of charter related documents in archives. EC 17000(a); Affidavits and Indexes are 5 years EC 17300(a)(1); 5 years after election for election rosters EC 17302(c); 6 months after election, if no contest, for election records GC 81009(e); At least 7 years for campaign reports and statements, not including candidate's campaign statements
02-04-06	Initiative Measures, Referendums & Recalls	Includes petitions with original signatures.	Clerk		AC+8M	Administrative Decision. Maintain council sponsored measures for 5 years after closure of the election to match retention for Municipal Election materials. EC 17200(a); 8 months after election closes for initiative and referendum petitions EC 17400(a); 8 months after election/final examination for election recall petitions.
02-04-07	Candidate Handbook	Information relating to running for and qualifying for City Council and filing requirements and obligations. Revised and replaced each election.	Clerk		S+2	GC 34090(d); 2 year minimum requirement Administrative Decision. Maintain for 2 years after superseded for relevance to subsequent elections.
02-05-00	Park & Recreation Commission					
02-05-01	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.	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	Agendas/Agenda Packets		Clerk		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
02-05-03	Minutes		Clerk		P	GC 34090(e); Minutes of governing bodies, Permanent State of California Guidelines; Permanent
02-05-04	Meeting Recordings	Any audio or video recording of an open and public meeting made for whatever purpose by or at the direction of the local agency.	Clerk		30 Days	GC 54953.5(b); 30 days after recording
02-06-00	Senior Center Commission					
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	Agendas		Clerk		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years

02-00-00 CITY CLERK

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02-06-03	Minutes		Clerk		P	GC 34090(e); Minutes of governing bodies, Permanent State of California Guidelines; Permanent
02-06-04	Meeting Recordings		Clerk		30 Days	GC 54953.5(b); 30 days after recording

Record Retention Schedules and UFIRST™ Index

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 03-01-01	City Management 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.
03-01-02	Weekly Update to Council	Provided both electronic and in paper to Councilmembers.	Manager		CY+2	GC 34090(d); 2 year minimum State of California Guidelines; 2 years for management reports
03-01-03	Grand Jury Reports	Responses to routine Grand Jury requests that are sent to all cities in the County.	Manager		CY+2	GC 34090(d); 2 year minimum requirement
03-01-04	Newsletters		Manager		P	GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines; 2 years after superseded
03-01-05	Ceremonial Items	Includes Mayoral certificates of special commendation, proclamations, certificates of recognition and other ceremonial items.	Manager	H	EY+2	Administrative Decision: Retain permanently for historical value GC 34090(d); 2 years minimum
03-01-06	Mayor & Councilmember Correspondence	General correspondence to or from outside sources.	Manager		CY+2	GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines; 2 years if not attached to agreement or project file.
03-01-07	Council Events	Includes planning timelines, invitations, program, script, attendance lists, recognition lists, invoices and follow up correspondence.	Manager	H	CY+2, AR	GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines Administrative Decision: Review for historical content.
03-01-08	Council Calendar / Invitation Log	Presented weekly to Council on scheduled events.	Manager		CY+2	GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines; 2 years after election
03-01-09	Quarterly Reports of Lobbyist and Employer	Copies of reports filed with the FPPC on behalf of the City's lobbyists.	Manager		CY+7	GC 81009(e); 7 years for other reports and statements
03-02-00 03-02-01	Public Information Officer 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.	Manager	H	S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after superseded
03-02-03	Social Media	Includes the City website, Twitter, Facebook and other social media formats and hosts.	Manager		CY+2	GC 34090(d); 2 years minimum
03-02-04	Press Releases		Manager		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
03-02-05	Event Planning	Includes State of the City and other City sponsored events.	Manager		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years
03-03-00 03-03-01	Economic Development 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	Project Files	Includes economic strategy plans, business attraction materials, business retention & expansion, property acquisition and other economic development projects.	ED	C	AC+10	CCP 337.2; Statutes of limitations of 4 years CCP 343; Statutes of limitations of 4 years 48 CFR 4.903 relating to reporting requirement for contracts in excess of \$25,000. State of California Guidelines; 5 years for feasibility studies
03-03-03	Marketing Materials - External	Includes advertisements, promotional brochures, property profile reports and other marketing materials.	ED		EY+7	Administrative Decision: Maintain projects for 10 years after completion due to potential extensions of projects and/or additional funds. GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 7, Internal
03-03-04	Marketing Materials - Internal Workshops & Events		ED		2 CY+2	State of California Guidelines; 2 years GC 34090(d); 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
03-03-05	Chamber of Commerce	Includes agreement workpapers, communications and other documents associated with the Chamber.	ED		CY+2	GC 34090(d); 2 year minimum requirement Administrative Record, State of California Guidelines
03-04-00 03-04-01	City Attorney Records 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.
03-04-02	Legal Opinions		Attorney	C	AC+2	GC 34090(d); 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. State of California Guidelines; 1 year after issue is resolved.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
03-04-03	Litigation	Duplicate of originals on file with the County. General cases High profile cases	Attorney		AC+7 P	GC 34090(d); 2 year minimum requirement State of California Guidelines; 7 years after closure for case records unless minors 3 years after attaining 18; maintain high profile cases permanently.
03-04-04	City Attorney Correspondence	Attorney / Client privilege	Attorney	C	CY+2	GC 34090(d); 2 year minimum requirement Administrative Record, State of California Guidelines
03-05-00 03-05-01	General Information Technologies 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.
03-05-02	IT Help Desk System	Support database that tracks requests for service and support, hardware and software inventory, licensing and maintenance agreements, and other IT task tracking.	IT		IND	Transitory Record; Databases are maintained while active State of California Guidelines; Active until revised/rescinded/superseded for hardware/software documentation; 2 years after superseded for hardware/software inventory logs and systems manuals.
03-05-03	Technical Network Diagrams	Documents related to network configuration in Visio.	IT	C	IND	Transitory Record; Databases are maintained while active
03-05-04	Surveillance Recordings - Police Facilities	Routine video monitoring. Includes in-building and parking lot surveillance.	IT		1 Year	GC 34090.6(a); 1 year for routine recordings. *If a claim is filed or pending litigation, retain with the case file until pending litigation is resolved. Destruction shall be approved by legislative body and the written consent of the agency attorney shall be obtained. After 100 days may destroy recordings of telephone and radio communications maintained by the department. State of California Guidelines; 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6. Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action.
03-06-00 03-06-01	IT Projects & Licensing Records 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.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
03-06-02	Licenses & Support	Includes software EULA licenses, and maintenance and support agreements.	IT		AT+5	CCP 337(a); Statutes of limitations of 4 years CCP 343; Statutes of limitations of 4 years for any action not provided for within the CCP. 48 CFR 4.903 relating to reporting requirement for contracts in excess of \$25,000.
03-06-03	Process / Users Guides	Includes vendor provided manuals and in-house created how-to guides. Maintained on the intranet.	IT		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.
03-06-04	IT Initiated Projects	Projects directly associated with IT and infrastructure management.	IT		AC+5	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for maintenance and operations Administrative Decision; Maintain projects for 5 years after completion for historical reference.

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
03-07-00 03-07-01	Backup and Recovery Plans 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.
03-07-02	Daily backup	1 week incremental	IT		1 Week Rotating	GC 34090.7; Duplicate records may be destroyed within the 2 year minimum period State of California Guidelines; Current month plus 2 months for daily backups
03-07-03	Weekly Backup	8 weeks full	IT		8 Weeks Rotating	Administrative Decision: Maintain a 1 week rotating set of daily backups to allow for recovery. Information is duplicated on the file servers. GC 34090.7; Duplicate records may be destroyed within the 2 year minimum period State of California Guidelines; Current Month plus 6 months for weekly backups
03-07-04	Monthly Backup	Currently 12 month rotation full backup	IT		12 Months Rotating	Administrative Decision: Maintain an 8 week rotating set of weekly backups to allow for recovery. Information is duplicated on the file servers. GC 34090.7; Duplicate records may be destroyed within the 2 year minimum period State of California Guidelines; Current month plus 1 year for monthly backups
						Administrative Decision: Maintain a 12 month rotating backup set to allow for electronic record retention compliance.
03-08-00 03-08-01	Library 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.
03-08-02	Autographics Verso	Library database.	Library		IND	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
03-08-03	Library Card Applications		Library		CY+2	GC 34090(d); 2 year minimum requirement
03-08-04	Learning Center Applications	For tutoring and homework help services. May include receipts for non-resident participants.	Library		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit

04-00-00 LEGAL & LEGISLATIVE

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04-01-00 04-01-01	Legislation 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.
04-01-02	Ordinances		Clerk	V	P	GC 34090(e); Permanent for decisions of the City GC 40806; City clerk shall keep a book marked "ordinances" and record in it all city ordinances with certificate annexed to each
04-01-03	Resolutions		Clerk	V	P	State of California Guidelines; Permanent GC 34090(e); Permanent for decisions of the City
04-01-04	Municipal Code		Clerk	V	P	State of California Guidelines; Permanent GC 34090(e); Permanent for decisions of the City
04-02-00 04-02-01	Agreements / Contracts / MOUs 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.
04-02-02	Bid Summaries	Summary listing all project bid results for a particular project. Used for announcing lowest apparent bidder. Primarily public works and capital projects.	Clerk		AC+5	GC 34090(d); 2 years minimum CCP 337; Statute of limitations of 4 years State of California Guidelines; 5 years after audit for successful bids.
04-02-03	Service, Equipment & Supply Agreements	Vendors, product acquisitions, professional service agreements, services, individual employment, professional services and consultants, purchase, leases, licenses and all other general City agreements.	Clerk	V	AC+5	Administrative Decision; 5 years after completion of project associated with the bid. CCP 337.2; Statute of limitations of 4 years CCP 343; Statute of limitations of 4 years 48 CFR 4.703(a)(1); 3 years after final payment State of California Guidelines; 5 years after termination for non-capital improvement agreements and contracts

Records Retention Schedules and UFIRST Index

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
04-02-04	Infrastructure & Employment Agreements	Capital improvement, development, subdivision, franchise, joint powers, mutual aid, labor unit MOU and other infrastructure related agreements.	Clerk	V	P	GC 34090(a), Real property records, Permanent CCP 337; Statute of limitations 4 years CCP 337.1(a); Statute of limitation 4 years CCP 337.15(a); 10 years after substantial completion of development or improvement CCP 337.2; Statute of limitations 4 years CCP 343; Statute of limitations 4 years 48 CFR 4.703(a)(1); 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 211(c); Maintain, indefinite 29 USC 203(m); Definition of "wage" State of California Guidelines; Permanent
04-02-05	Bond Agreements		Clerk	V	AFP+10	GC 34090(d); 2 years minimum GC 43900-43903; Destruction guidelines for bonds CCP 337.5; Statute of limitations, 610 years after expiration FC 30210; Maintain State of California Guidelines; 10 years after dosure/expiration
04-02-06	Grant Agreements		Clerk	V	AFP+5*	21 CFR 1403.36(i)(11); 3 years after last payment 21 CFR 1403.42; 3 years after last payment, unless litigation, then 3 years after claim is filed/settled. 24 CFR 570.502(b)(3); Deeds/CDBG activities, 4 years after closure of loan 24 CFR 85.42; Grants & co-operative agreements, 3 years after submission of last expenditure report 29 CFR 97.42; grants covered by a consolidated action plan must be kept for 5 years. State of California Guidelines; 5 years after grant dosure. * State recommends referring to grant application dose-out procedures, if any.
04-02-07	Lease Agreements		Clerk	V	AE+5	CCP 337.2; Statute of limitations, leases 4 years CCP 343; Statute of limitations, general 4 years 48 CFR 4.703(a)(1); 3 years after final payment State of California Guidelines; 5 years after termination for non-capital improvement agreements and contracts

04-00-00 LEGAL & LEGISLATIVE

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
04-02-08	Settlement Agreements, General		Clerk	V	AC+5	CCP 343; Statute of limitations, general 4 years State of California Guidelines; 5 years after termination for non-capital improvement agreements and contracts
04-02-09	Settlement Agreements, Recorded		Clerk	V	P	Administrative Decision: Maintain general settlement agreements for 5 years after closure/completion to coincide with other general city agreements. CCP 343; Statute of limitations, general 4 years State of California Guidelines; Permanent for recorded documents

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04-03-00	Property Related Records					
04-03-01	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.
04-03-02	Assessment Districts	Prop. 218 proceedings and election materials.	Clerk / Public Works		P	GC 34090(a); Permanent for land and property records CCP 338; Statute of limitations 3 years State of California Guidelines; Permanent
04-03-03	Assessment District Ballots & Protest Letters		Clerk		AC+2	GC 53753(e)(2); 2 years after completion for ballots GC 53755(d); 2 years after completion for protests
04-03-04	Easements, Deeds, Quitclaim Deeds & Grant Deeds		Clerk	V	P	GC 34090(a); Permanent for land and property related documents 24 CFR 1710; Permanent
04-03-05	Right of Way		Clerk	V	P	GC 34090(a); Permanent for land and property related documents 24 CFR 1710; Permanent
04-03-06	Vacations/Abandonments		Clerk	V	P	GC 34090(a); Permanent for land and property records; State of California Guidelines; Permanent
04-03-07	Annexations		Clerk	V	P	GC 34090(a); Permanent for land and property records; State of California Guidelines; Permanent
04-03-08	Real Property Acquisitions/Dispositions		Clerk		AC+10	GC 34090(d); 2 years minimum CCP 337.1(a); 4 years after completion of construction or improvement CCP 337.15(a); 10 years after completion of construction or improvement 36 CFR 64.11(a)(3); 3 years after last payment for public property acquisition. State of California Guidelines; Completion expiration plus 10 years for acquisitions.
04-03-09	City-owned Property	Includes the deeds and other backup information on acquisition of City-owned property.	Clerk	V	P	GC 34090(a); Permanent for land and property records State of California Guidelines; 10 years after completion for property acquisition and disposition supporting documents.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
04-04-00	Fair Political Practices Commission					
04-04-01	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.	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.
04-04-02	Administrative Files	Annual statement and campaign disclosure noticing and processing correspondence, conflict code updates, master FPCC forms and manuals and reference files. Retention Note: Conflict of Interest Code is adopted by City Council resolution every even numbered year. Resolution is retained permanently in resolution files.	Clerk		CY+2	GC 34090(d); 2 year minimum requirement
04-04-03	Campaign Statements – Elected (Form 400s)	FPCC Campaign Financial Disclosure Statements for Elected officials and candidate controlled and/or committees primarily formed to support them. Filing obligation exists until committee is terminated.	Clerk		P	GC 81009(b); maintain elected indefinitely
04-04-04	Campaign Statements – Unsuccessful (Form 400s)	FPCC Campaign Financial Disclosure Statements for unsuccessful candidates for office including committees that directly support them. Filing obligation exists until committee is terminated.	Clerk		AC+5	GC 81009(b); 5 years for unsuccessful candidates
04-04-05	Campaign Statements – Committees (Form 400s)	FPCC Campaign Financial Disclosure Statements for general purpose and ballot measure committees. Filing obligation exists until committee is terminated.	Clerk		AC+7	GC 81009(e); 7 year requirement for originals GC 81009(f); 4 year requirement for copies
04-04-06	Statement of Economic Interests (Form 700) – Elected Officials & 87200 Filers	Mayor, City Councilmembers, Planning Commissioners, City Manager and City Attorney. Since 2016 Govt. Code Section 87200 filers file electronically with the FPCC. Copies retained on file.	Clerk		AC+7	GC 81009(f); 4 year requirement for copies Administrative Decision: Maintain all forms for 7 years per GC 81009(e) for consistency
04-04-07	Statement of Economic Interests (Form 700) – Employees & Commissioners, Consultants as applicable	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
04-04-08	Ethics Training Certifications	Mayor and City Councilmembers are required to file with City Clerk every two years by state law. Arts & Culture Commissioners, Design Review Board Members, Financial Advisory Board, Parks & Recreation Commissioners and Planning Commissioners are also obligated to file with City Clerk (Resolution No. 2013-67).	Clerk		AC+5	GC 53235(b); Every 2 years local agency official shall receive at least 2 hours of training in general ethics principles and ethics laws relevant to the official's public service
04-04-09	Form 800s	Gift to Agency Reports (Form 801) and Public Official Appointments (Form 806) as applicable and necessary.	Clerk		AC+7	GC 81009(e); 7 year requirement for originals GC 81009(f); 4 year requirement for copies

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05-01-00	General Accounting Group					
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.	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.
05-01-02	Springbrook Financial Database		Finance		IND	Transitory Record; Databases are maintained while active
05-01-03	Journal Entries		Finance		AA+2	GC 34090(d); 2 years minimum State of California Guidelines; 2 years after audit
05-02-00	Accounts Payable					
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.	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.
05-02-02	Accounts Payable Files	Includes invoices and backup information.	Finance		AA+4	GC 34090(d); 2 year minimum requirement State of California Guidelines; 4 years after audit
05-02-03	Credit Card Statements	Currently in paper format.	Finance		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; 4 year statute of limitations
05-02-04	Check Registers	Paper format.	Finance		AA+2	State of California Guidelines; 4 years after audit GC 34090(d); 2 year minimum requirement
05-02-05	Purchase Orders		Finance		AFP+4	State of California Guidelines; 2 years after audit GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations 4 years State of California Guidelines; 4 years after audit
						Administrative Decision: Maintain purchase orders for 4 years after final payment and close out of the purchase order.
03-81-08	Fixed Assets	Reflects purchase date, cost and account number.	Finance		AA+4	GC 34090(d); 2 year minimum requirement State of California Guidelines; 4 years after audit for fixed asset inventories, no specific retention for depreciation schedules.
05-02-07	Quarterly Tax Payments	Includes payments on sales and other taxes due.	Finance		AA+5	GC 34090(d); 2 year minimum 29 USC 436; 5 years 26 CFR 31.6001; 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
05-02-08	W-9 / 1099 Reporting		Finance		AA+4	GC 34090(d); 2 year minimum requirement 26 CFR 31.6001; 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

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05-03-00	Accounts Receivable					
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.	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.
05-03-02	Tax Billing	Includes sales, UUT, Mining, and other tax billing.	Finance		AA+3	GC 34090(d); 2 year minimum requirement CCP 338; Statute of limitations, 3 years after action
05-03-03	Special Revenues	Includes funds received from State and local propositions and measures, such as MTA Local Return funds (Propositions A & C, Measures R, M & W), AQMD and other miscellaneous special revenues.	Finance		AA+4	State of California Guidelines; 3 years after audit GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit
05-03-04	Tax Initiative Workpapers		Finance		AA+2	GC 34090(d); 2 years minimum State of California Guidelines; 2 years after audit
05-03-05	Miscellaneous Receivables		Finance		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit
05-03-06	Cash Receipts	Includes cash, credit card and other miscellaneous revenues.	Finance		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit
05-03-07	Credit Card Receivables		Finance		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit
05-03-08	Collections / NSF		Finance		AA+6	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations of 4 years State of California Guidelines; 4 years after audit
						Administrative Decision: Maintain for 6 years after the annual audit to follow credit improvement time periods.
05-03-09	Deposits / Trust Accounts	Includes developer deposits, facility rentals and other trust accounts maintained by the City.	Finance		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit
05-03-10	Developer Impact Fees/Linkage Fee	Nexus studies performed every 5 years. Fee update are performed annually based on the building index. Reporting performed annually.	Finance		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit
05-03-11	User Fee Studies & Updates	Includes cost allocation plans, fee study and updates.	Finance		AC+2	GC 34090(d); 2 year minimum State of California Guidelines; 2 years after completion for general studies and surveys

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05-04-00 05-04-01	Budgeting 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.
05-04-02	Annual Budget	Includes general City budget, Housing Authority, MIF (Mining Impact Fund), Successor Agency (ROPS/PPA) and other funds.	Finance		P	GC 34090(d); 2 years minimum State of California Guidelines; 7 years after audit
05-04-03	Budget Workpapers - Finance	Includes workpapers, forecasts and other budget creation related documents maintained by the Finance. Departments maintain their own budget workpapers under City-wide Administration.	Finance		AA+4	Administrative Decision: Maintain annual budgets permanently for reference. GC 34090(d); 2 years minimum State of California Guidelines; 2 years after audit
05-04-04	Budget Adjustments, Transfers & Journal Entries	Adjustments taken to Council by resolutions.	Finance		AA+4	Administrative Decision: Maintain for 4 years after the annual audit to follow the Accounts Payable records. GC 34090(d); 2 years minimum State of California Guidelines; 2 years after audit
05-05-00 05-05-01	Debt Financing 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.
05-05-02	City Bonds	Final bond documentation.	Finance		P	GC 34090(d); 2 years minimum GC 43900-43903; Destruction guidelines for bonds CCP 337.5; Statutes of limitations 10 years State of California Guidelines; Permanent for bond issues.
05-05-03	Bond Statements & Reports	Includes official statements, assessments, arbitrage, annual statements, bond disclosure, bond pay-offs, bond covenance and cash/surety bonds.	Finance		AFP+10	GC 34090(d); 2 years minimum GC 43900-43903; Destruction guidelines for bonds CCP 337.5; Statutes of limitations 10 years State of California Guidelines; 10 years after closure/expiration

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05-06-00 Auditing						
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.	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.
05-06-02	Annual Comprehensive Financial Report (ACFR)		Finance		P	GC 34090(d); 2 years minimum State of California Guidelines; 7 years after audit
05-06-03	Single Audit	Includes the general audit of City financials.	Finance		P	Administrative Decision: Maintain annual financial statements permanently for history of the City's finances. GC 34090(d); 2 years minimum State of California Guidelines; Permanent
05-06-04	Annual Miscellaneous Audits	Includes sales tax, utility users, MTA and other annual audits.	Finance		P	GC 34090(d); 2 years minimum State of California Guidelines; Permanent
05-06-05	Year-End Work Papers		Finance		AA+1	GC 34090(d); 2 years minimum State of California Guidelines; 2 years after audit.
05-06-06	Adjustments & Accruals		Finance		AA+4	Administrative Decision: Maintain for 1 year after the audit is completed due to transitory nature of the documents. GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit
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.	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.
05-07-02	Time Sheets	Maintained by the department and signed by the employee. Includes time spreadsheets and working documents for time tracking. May be web based in the future.	Finance		AA+6	GC 34090(d); 2 year minimum requirement 29 CFR 516.5; Maintain at least 3 years 29 CFR 516.6(a); 2 years R&T 19530; 3 years after tax return due R&T 19704; 6 year statute of limitations LC 1174; 2 3 years after pay period 26 CFR 31.6001; 4 years after tax return due 29 USC 255(a); 2 to 3 years statute of limitations for minimum wages State of California Guidelines; 6 years after audit
05-07-03	Payroll Registers	Includes payroll adjustments and the registers.	Finance	C	P	GC 34090(d); 2 years minimum GC 12946(a); 2 years after termination 29 CFR 516.5 2-6; 4-3 years after tax return filing 29 CFR 1627.3(a); 3 years State of California Guidelines; Permanent

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05-07-04	PERS/PARS Retirement Reports	Includes member and employer contribution reports.	Finance		P	GC 34090(d); 2 year minimum requirement GC 12946(a); 2 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 working documents, 4 years after termination for employee deduction reports.
05-07-05	Quarterly Payroll Returns	Includes Form 941, DE9 and other quarterly returns.	Finance		AA+6	GC 34090(d); 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001; 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 516.5; Maintain at least 3 years State of California Guidelines; 4 years after audit
05-07-06	W-4 / DE-4 Forms		Finance		AA+6	GC 34090(d); 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001; 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 516.5; Maintain at least 3 years State of California Guidelines; 4 years after audit
05-07-07	W-2s / W-2 Reporting		Finance	C	AA+6	GC 34090(d); 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001; 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 516.5; Maintain at least 3 years State of California Guidelines; 4 years after audit
05-07-08	Deferred Compensation	Records of distributions paid by employee and the City.			AT+6	GC 34090(d); 2 years minimum R&T 19704; 6 year statute of limitations 29 USC 436; 5 years 26 CFR 31.6001-1; 4 years 29 CFR 516.5; Maintain at least 3 years State of California Guidelines; 3 years after termination
05-07-09	Garnishments / Withholding Orders	Includes active garnishments, child support, IRS liens, FTB liens, vehicle registration liens, etc.	Finance	C	AT+6	GC 34090(d); 2 years minimum R&T 19704; 6 year statute of limitations 29 USC 436; 5 years 26 CFR 31.6001; 4 years 29 CFR 516.5; Maintain at least 3 years State of California Guidelines; 3 years after termination

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
05-07-10	COBRA Notices	Notices sent to former employees that they are eligible for COBRA. Elected - 36 month maximum for coverage Declined / No Response	Finance		CY+3 CY+4	GC 34090(d); 2 year minimum requirement 29 CFR 1627.3 - 4; 3 years after termination 29 CFR 1602.30 - 32; 2 - 3 years after termination 29 CFR 1650.202; 10 years from date of action for tax payments 29 CFR 516.5; 3 years after action 29 USC 1113; 6 years after date of last action State of California Guidelines; 4 years after completion/closure for denied benefit plan enrollment, permanent for benefit plan claims. Administrative Decision: Maintain notices for elected coverage for the current year plus 3 years to meet the maximum coverage period for COBRA.
05-07-11	Actuarial Reports	Supplied by PERS for rate changes. Includes pension PERS, PARS and OPEB actuarial reports.	Finance		P	GC 34090(d); 2 year minimum requirement GC 12946(a); 2 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
05-07-12	Labor Negotiation Workpapers	Financial documents used to cost out and support the negotiation. Formal negotiation files maintain in Human Resources.	Finance		P	29 USC 211(c); Maintain, indefinite 29 USC 203(m); Definition "wage"
05-07-13	Affordable Care Act Forms	1095 forms.	Finance		AC+4	State of California Guidelines; Permanent 26 CFR 31.6001; 4 years 29 CFR 516.5; Maintain at least 3 years
05-08-00	Banking & Investing					
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. Also includes account analysis statements and cancelled or voided checks.	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.
05-08-02	Bank Statements & Reconciliations		Finance		AA+5	GC 34090(d); 2 years minimum 26 CFR 31.6001-1(e)(2); 4 years State of California Guidelines; 5 years after audit
05-08-03	Investments	Broker notices, transaction confirmations.	Finance		P	GC 34090(d); 2 year minimum requirement CCP 337; Statutes of limitations, 4 years for action State of California Guidelines; Permanent
05-08-04	Quarterly Treasurer's Report to Council	Management report included in the agenda packet.	Finance		CY+2	GC 34090(d); 2 year minimum State of California Guidelines; 2 years for management reports

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05-00-00 FINANCE

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
05-09-00	Financial Reporting					
05-09-01	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.
05-09-02	State Controllers Reports	State Controller maintains reports for 5 years.	Finance		P	GC 34090(d); 2 years minimum State of California Guidelines; Permanent
05-09-03	Sales Tax Reports	Reported to the California Dept of Tax & Fee Administration (CDTFA) electronically and printed for reference. Includes sales, use and property tax analysis reporting from Hdl.	Finance		AA+5	GC 34090(d); 2 year minimum requirement 29 USC 436; 5 years 26 CFR 31.6001; 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
05-09-04	Public Safety Augmentation Form Reports	Relates to an assembly bill. Required report for the annual street report.	Finance		P	GC 34090(d); 2 year minimum requirement State of California Guidelines; Permanent
05-10-00	Fixed Assets					
05-10-01	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.
05-10-02	Fixed Asset List	Includes the depreciation schedule spreadsheet.	Finance		AA+4	GC 34090(d); 2 year minimum requirement State of California Guidelines; 4 years after audit for fixed asset inventories, no specific retention for depreciation schedules.
05-10-03	Fixed Asset Inventory Workpapers		Finance		AA+2	GC 34090(d); 2 years minimum State of California Guidelines; 2 years after audit
05-10-04	Construction In Progress	Used for CIPs. Includes depreciation schedules.	Finance		AA+4	GC 34090(d); 2 year minimum requirement State of California Guidelines; 4 years after audit for fixed asset inventories, no specific retention for depreciation schedules.
05-10-05	Land, Property, Infrastructure & Buildings		Finance		AA+4	GC 34090(d); 2 year minimum requirement State of California Guidelines; 4 years after audit for fixed asset inventories, no specific retention for depreciation schedules.
05-11-00	Assessment Districts					
05-11-01	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.
05-11-02	Assessment Districts	Engineers reports and annual assessment documents.	Finance		P	GC 34090(a); Permanent for land and property records CCP 338; 3 year statute of limitations State of California Guidelines; Permanent
05-11-03	Protest Letters & Ballots		Finance		AC+2	GC 53753(e)(2); 2 years after completion for ballots GC 53755(e)(2); 2 years after completion for protests

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
05-12-00	Mining					
05-12-01	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.
05-12-02	Mining Tax Remittances	Includes remittance forms from the mining companies showing activity level and taxes due.	Finance		AA+3	GC 34090(d); 2 year minimum requirement CCP 338; Statute of limitations, 3 years after action
05-12-03	Mining Audit	Audit performed infrequently. Previous audit performed 10 year prior.	Finance		P	State of California Guidelines; 3 years after audit GC 34090(d); 2 years minimum requirement State of California Guidelines; Permanent
05-12-04	Reclamation Authority	Includes financial assurance worksheets and journal entries. Used to follow Surface Mining Reclamation Act and repairs.	Finance		AA+2	GC 34090(d); 2 year minimum requirement 14 COR 3504; Maintain a record keeping system State of California Guidelines; 2 years after audit
05-13-00	Successor Agency					
05-13-01	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.
05-13-02	ROPS / PPAs	Includes reports to the State Controller along with the ROPS.	Finance		P	GC 34090(d); 2 years minimum GC 53901; Budgets copy must be filed with the County State of California Guidelines; Permanent Permanent refers to one final copy of the approved budget.
05-13-03	Long Range Property Management Plan	Records of all properties owned by the RDA being sold off from the City.	Finance		P	GC 34090(d); 2 years minimum State of California Guidelines; Permanent
05-13-04	RPTTF Payments	Payments received from ROPS to pay off obligations.	Finance		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years after action State of California Guidelines; 4 years after audit
05-13-05	Successor Agency / RDA Bonds	Final bond documentation.	Finance		P	GC 34090(d); 2 years minimum GC 43900-43903; Destruction guidelines for bonds CCP 337.5; Statutes of limitations 10 years FC 30210; Maintain business, books, and records State of California Guidelines; Permanent for bond issues.
05-13-06	Bond Statements & Reports	Includes official statements, arbitrage, annual statements, bond disclosure, bond pay-offs, bond covenant and cash/surety bonds.	Finance		AC+10	GC 34090(d); 2 years minimum GC 43900-43903; Destruction guidelines for bonds CCP 337.5; Statutes of limitations 10 years FC 30210; Maintain business, books, and records State of California Guidelines; 10 years after closure/expiration
05-13-07	RDA Statements of Indebtedness		Finance		AA+7	GC 34090(d); 2 years minimum State of California Guidelines; 7 years after audit for annual financial reports

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05-00-00 FINANCE

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
05-14-00 Grants						
05-14-01	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.
05-14-02	Federal Grant Applications & Agreements		Finance		AFP+5 *	29 CFR 97.42(b)(1); grants must be kept for 3 years after final expenditure report. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
05-14-03	CDBG Grant Applications & Agreements		Finance		AFP+4 *	29 CFR 97.42(b)(1); grants must be kept for 3 years after final expenditure report. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
05-14-04	State Grant Applications & Agreements		Finance		AFP+5 *	29 CFR 97.42(b)(1); grants must be kept for 3 years after final expenditure report. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.
05-14-05	Other Grant Applications & Agreements		Finance		AFP+5 *	21 CFR 1403.36(i)(1); 3 years after last payment 21 CFR 1403.42; 3 years after last payment, unless litigation, then 3 years after claim is filed/settled. 24 CFR 570.502(b)(3); Deeds/CDBG activities, 4 years after closure of loan 24 CFR 85.42; Grants & co-operative agreements, 3 years after submission of last expenditure report 29 CFR 97.42; grants must be kept for 3 years after final expenditure report. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.

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06-00-00 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 ©
06-01-00	Personnel Files					
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	Personnel Files	Full, part time, temporary, councilmembers and commissioners. Includes Personnel Action Forms, original application, training certificates, educational incentive programs & tuition reimbursement, performance evaluations, disciplinary actions, I-9, EDD claim forms, employment contracts / agreements (not including union negotiations and resulting contracts/agreements), insurance information, fingerprints, FMLA/CFRA/PDL letters and miscellaneous communications. DMV Pull Notices (annual):	HR	C, V	AS+6	29 CFR 1627.3- 3 years after termination for payroll or other records for each employee 29 CFR 1627.4; 1 year from date of action and records of placements, referrals, job orders, job applications, test papers, advertisements or notices of job openings 29 CFR 1602.30 - 32; 3 years after termination 29 CFR 516.5; 3 years after action for payroll, certificates, agreements, plans, notices, sale and purchase records 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 12946; 4 years after termination or action State of California Guidelines; 3 years after termination
06-01-03	Volunteers	Non-benefited volunteers. Filed alphabetically by employee in one file. Accepted applications: Denied applications: FMLA, exposure, doctor's notes, pre-employment physicals and other medical information.	HR	C		VC 1808.1; must pull record at least every 12 months GC 12946; 4 years after completion/position filled State of California Guidelines; 2 years after completion/position filled
06-01-04	Employee Medical Files		HR	C, V	AS+4 AC+4 AS+30	8 COR 15400; Guidance on how to maintain reports LC 6410; OSHA, maintain 29 CFR 1627.3(b)(1); 1 year from action 29 CFR 1910.1020(d)(1)(i); 30 years after employee termination State of California Guidelines; 30 after completion/disclosure

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-01-05	Background Check Files - Hired Employees	Includes DOJ fingerprinting and other background checks for hired candidates. Hired non-safety employees Hired safety employees	HR		AS+3 (Hired non) P (Hired safety)	GC 34090(d); 2 year minimum PC 832.5(b); 5 years for officer complaints with no finding of misconduct; 15 years where there was finding of misconduct State of California Guidelines; 3 years after termination/separation for hired general employees, Permanent for hired Safety Personnel; 2 years after position closes for Safety Personnel not hired.

06-00-00 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 ©
06-02-00	Personnel Management Records					
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	Personnel Rules		HR		S†2	GC 34090(d); 2 year minimum requirement State Recommendation; 2 years after superseded
06-02-03	Job Descriptions		HR		S†2	GC 34090(d); 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.
06-02-04	Salary / Compensation Resolutions	Sets forth benefits and salaries.	HR		CY+5	GC 34090(d); 2 year minimum GC 12946(a); 4 years after completion/position filled 29 CFR 516.6(a); 2 years for wage rate tables, etc. 2 COR 570.5; 5 years for pay schedules and special compensation records 29 CFR 1602.14(a)(7); 1 year after action/change State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.
06-02-05	Management Resolutions	Sets forth benefits and salaries.	HR		CY+5	GC 34090(d); 2 year minimum GC 12946(a); 4 years after completion/position filled 29 CFR 516.6(a); 2 years for wage rate tables, etc. 2 COR 570.5; 5 years for pay schedules and special compensation records 29 CFR 1602.14(a)(7); 1 year after action/change State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.
06-02-06	Salary Surveys		HR		CY+4	GC 34090(d); 2 year minimum GC 12946(a); 4 years after completion/position filled 29 CFR 516.6(a); 2 years for wage rate tables, etc. 29 CFR 1602.14(a)(7); 1 year after action/change State of California Guidelines; Retain records for the current year plus 2 years.
06-02-07	Classifications / Reclassifications		HR	C	CY+5	GC 34090(d); 2 year minimum GC 12946(a); 4 years after completion/position filled 29 CFR 516.6(a); 2 years for wage rate tables, etc. 2 COR 570.5; 5 years for pay schedules and special compensation records 29 CFR 1602.14(a)(7); 1 year after action/change State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-02-08	Employee Complaints	Including harassment complaints. Hired employees, non-sworn. Hired employees, sworn:	HR		AT+4 AT+5	GC 34090(d); 2 year minimum requirement GC 12946(a); 4 years after completion 29 CFR 1602.14(a)(7); 1 year after action/change 29 USC 211(c); Guidance on maintaining-wages, hours, and other conditions and practices of employment State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees
06-03-00	Personnel Recruitment Records					
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	Job Flyers		HR		S+2	GC 34090(d); 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.
06-03-03	Recruitment Files	Physical files include applications, practical test and assessment centers, oral board, rejection letters and eligibility lists. Remaining documents managed in NEOGOV.	HR		AC+4	GC 12946(a); 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
06-03-04	Background Check Files - Disqualified Candidates	Includes DOJ fingerprinting and other background checks for non-hired candidates. Provided by an outside service and retained electronically for maintenance.	HR	C	AC+2	GC 34090(d); 2 year minimum PC 832.5(b); 5 years for officer complaints with no finding of misconduct, 15 years where there was finding of misconduct State of California Guidelines; 3 years after termination/separation for hired general employees, Permanent for hired Safety Personnel; 2 years after position closes for Safety Personnel not hired.
06-04-00	Safety & Training Records					
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	Injury & Illness Prevention Plan	Workers compensation policy and general safety information.	HR		S+5	GC 34090(d); 2 year minimum, 8 CCR 3204(b)(12)(B); 1 year for IIPP training records State of California Guideline: 5 years after superseded or expired

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-04-03	Employee Training Programs	Sign-in sheets, handouts and other program information for employee trainings.	HR		CY+7	GC 34090(d); 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946(a); 4 years after termination GC 7920; 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.
06-04-04	Random Drug Pulis - DOT	Records of inspection, maintenance, and calibration of Evidential Breath Testing devices: Records of negative and cancelled drug test results and alcohol test results with a concentration of less than 0.02 Records of alcohol test results indicating an alcohol concentration of 0.02 or greater; records of verified positive drug test results; documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results); SAP reports; and all follow-up tests and schedules for follow-up tests: Alcohol and controlled substance collection process documents: All filed physically by year completed.	HR	C	CY+5 CY+1 CY+5 CY+2	49 CFR 40.333(a); 5 years for records of alcohol tests, verified positive drug tests, documentation of refusals to take required drug/alcohol tests; SAP reports; follow up tests. FMCSA 40.382.401; 1 to 5 years depending upon document type. All documents must be maintain in a secured area.
06-04-05	Covid 19 Self Check Certifications		HR		CY+2	GC 34090(d); 2 year minimum requirement
06-05-00	Worker's Compensation Records					
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	Workers Compensation Claims	Includes doctors notes, copies of information and correspondence from the TPA on the employee claim.	HR	C	P	8 COR 15400; Maintain reports 8 COR 15400.2; 5 years 8 COR 10102(a)(1); 5 years from date of injury 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.
06-05-03	OSHA 300 Reports & Logs	Maintained electronically as attachments to e-mail.	HR		CY+5	GC 34090(d); 2 year minimum requirement 29 CFR 1904.33(a); 5 years for OSHA reports 8 COR 14300.33(a); 5 years for OSHA 300 reports 8 COR 10102(a)(1); 5 years from date of injury State of California Guideline: 5 years after completed

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-05-04	Workers Compensation Loss Run Reports	Monthly reports	HR		CY+5	8 CCR 15400; Maintain reports 8 CCR 15400.2; 5 years 8 CCR 10102(a)(1); 5 years from date of injury LC 129(a); 5 years for auditing State of California Guidelines; State recommends Permanent retention, but no relevant statutes; Risk Management Reports (including Loss Analysis Reports) are 5 years after completion/closure. GC 34090(d); 2 year minimum State of California Guidelines; Current year plus 2 years for employee statistics, benefit activity and liability loss reports.
06-05-05	Ergonomic Requests & Accommodations		HR		CY+2	
06-06-00	CalPERS & PARS Records					
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	CalPERS Plan Contracts & Plan Amendments	Supplied by CalPERS for rate changes. Accessible electronically on the myCalPERS website.	Clerk		P	GC 34090(d); 2 year minimum requirement GC 12946(a); 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
06-06-03	CalPERS Rate Changes	Supplied by PERS for rate changes. Accessible electronically on the myCalPERS website.	HR		P	GC 34090(d); 2 year minimum requirement GC 12946(a); 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
06-06-04	PARS Plan Contracts & Plan Amendments		Clerk		P	GC 34090(d); 2 year minimum requirement GC 12946(a); 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 Administrative Decision: Maintain PARS records permanently to follow the State's recommendation for CalPERS records.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-06-05	PARS Rate Changes		HR		P	GC 34090(d); 2 year minimum requirement GC 12946(a); 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
06-07-00	Benefit Records					Administrative Decision: Maintain PARS records permanently to follow the State's recommendation for CalPERS records.
06-07-01	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.
06-07-02	Employee Benefits Information	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+2	GC 34090(d); 2 year minimum 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination State of California Guidelines; 2 years after action
06-07-03	Resident Benefit Program	Resident ID application forms.	HR		CY+2	GC 34090(d); 2 year minimum requirement
06-07-04	Resident Benefit Information	Includes benefit guides and plan documents for the resident benefit program. Agenda reports, resolutions, and contracts with broker, service providers, insurance companies, etc.	HR		CY+2	GC 34090(d); 2 year minimum requirement; See 02-02-01; 04-01-03; and 04-02-03 for agenda reports, resolutions and contracts
06-08-00	Labor Relations Records					
06-08-01	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.
06-08-02	Union Representatives / Organizations	Includes correspondence and reviews with labor or organizations. Does not include negotiation information.	HR		CY+2, AR	GC 34090(d); 2 year minimum requirement Administrative Decision: Maintain correspondence and communications for the current year plus 2 years. Review annually for relevant content.
06-08-03	Negotiations		HR		P	29 USC 211(c); Guidance on maintaining, indefinite wages, hours, and other conditions and practices of employment 29 USC 203(m); Definitions State of California Guidelines; Permanent

Records Retention Schedules and UFIRST™ Index

06-00-00 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 ©
06-08-04	Memorandums of Understanding	Includes MOUs for all bargaining units and Unclassified Management Resolutions	HR		P	29 USC 211(c); Guidance on maintaining, indefinite wages, hours, and other conditions and practices of employment 29 USC 203(m); Definitions State of California Guidelines; Permanent
06-08-05	Grievances	Miscellaneous Employees; Public Safety Employees;	HR		AS+2 AS+5	GC 12946(a); 4 years after completion 29 CFR 1602.14; 1 year after action/change 29 USC 211(c); Guidance on maintaining, indefinite wages, hours, and other conditions and practices of employment 29 USC 203(m); Definitions State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees
06-09-00	Risk Management Records					
06-09-01	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.
06-09-02	Correspondence & Reports	General information and correspondence with the CJPIA and the City's TPA. Does not include liability loss reports.	HR		CY+2	GC 34090(d); 2 year minimum requirement Administrative Record, State of California Guidelines
06-09-03	Claims Against the City	Filed individually by claim.	Clerk / HR		AC+6	GC 34090(d); 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
06-09-04	Recovery Claims	Claims by the City for damages from another person or entity.	HR		AC+6	GC 34090(d); 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
06-09-05	Incident Reports	Reports submitted by the associated department.	HR		AC+7	GC 34090(d); 2 year minimum requirement 42 USC 1983; Overview of civil action for deprivation of rights 29 CFR 1904.2, OSHA recordkeeping 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 Guideline; 7 years after settlement or closure

City of Irwindale
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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
06-09-06	Liability Loss Reports		HR		CY+5	29 CFR 1904.33; 5 years for OSHA reports 8 COR 14300.33(a); 5 years for OSHA 300 reports 8 COR 15400; Guidance on how to maintain reports 8 COR 15400.2; 5 years 8 COR 10102; 5 years LC 129(a); 5 years for auditing State of California Guidelines; Risk Management Reports (including Loss Analysis Reports) are 5 years after completion/closure.
06-09-07	General City Insurance Policies	Includes facilities, auto and other general insurance policies	HR		P	GC 34090(d); 2 year minimum State of California Guidelines; Permanent for liability and property insurance

07-00-00 COMMUNITY DEVELOPMENT

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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	Community Development 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	Project Database		CD Admin		ACT	Transitory Record; Databases are maintained while active
07-01-03	Environmental Reviews	Includes environmental reports such as mitigated negative declarations, initial studies, environmental impact reports and other environmental review reports.	CD Admin		P	GC 34090(d); 2 year minimum requirement State of California Guidelines: Current year plus 2 years, with caveat recommendation of permanent for environmentally sensitive documents.
07-02-00	Planning Applications & Projects					
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	Administrative Approvals		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
07-02-03	Conditional Use Permits & Modifications		Planning		P	GC 34090(a); Real property records, maintain Permanently State of California Guidelines; Permanent
07-02-04	Development Agreements		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
07-02-05	Development Reviews, Plan Checks		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
07-02-06	Discretionary Approvals		Planning		P	GC 34090(a); Real property records, maintain Permanently State of California Guidelines; Permanent
07-02-07	General Plan Amendments		Planning		P	GC 34090(a); Real property records, maintain Permanently State of California Guidelines; Permanent
07-02-08	Home Occupation Permits		Planning		P	GC 34090(a); Real property records, maintain Permanently State of California Guidelines; Permanent

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
07-02-09	Lot Line Adjustments		Planning		P	GC 34090(a); Real property records, maintain Permanently
07-02-10	Occupancy Permits		Planning		P	State of California Guidelines; Permanent GC 34090(a); Real property records, maintain Permanently
07-02-11	Reversion to Acreage		Planning		P	State of California Guidelines; Permanent GC 34090(a); Real property records, maintain Permanently
07-02-12	Sign Permits	Permits for permanent signage.	Planning		P	State of California Guidelines; Permanent 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
07-02-13	Tentative Parcel Maps		Planning		P	GC 34090(a); Real property records, maintain Permanently CC 687; definitions, community property State of California Guidelines; Permanent
07-02-14	Tentative Tract Maps		Planning		P	GC 34090(a); Real property records, maintain Permanently CC 687; definitions, community property State of California Guidelines; Permanent
07-02-15	Use Permits		Planning		P	GC 34090(a); Real property records, maintain Permanently State of California Guidelines; Current year plus 2 years for forms and documents related to federal and state agency permits
07-02-16	Variances		Planning		P	GC 34090(a); Real property records, maintain Permanently CC 687; definitions, community property State of California Guidelines; Permanent
07-02-17	Vesting Tentative Maps		Planning		P	GC 34090(a); Real property records, maintain Permanently CC 687; definitions, community property State of California Guidelines; Permanent
07-02-18	Zone Changes		Planning		P	GC 34090(a); Real property records, maintain Permanently CC 687; definitions, community property State of California Guidelines; Permanent
07-02-19	Zoning Map & Ordinance Amendments		Planning		P	GC 34090(a); Real property records, maintain Permanently CC 687; definitions, community property State of California Guidelines; Permanent
07-02-20	Zoning Verification Letters		Planning		P	GC 34090(d); 2 year minimum requirement; Department policy (P)
07-03-00	Legislative Planning Documents					

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
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.
07-03-02	General Plan & Elements		Planning		P	GC 34090(a); Real property records, maintain State of California Guidelines; Permanent
07-03-03	Annual Reports	State required report.	Planning		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for periodic reports.
07-03-04	Specific Plans	Includes specific plans, reclamation plans, active transportation plans and other plans and associated amendments.	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
07-03-05	Zoning Code		Planning		P	GC 34090(a); Real property records, maintain Permanently CC 687, definitions, community property State of California Guidelines; Permanent
07-04-00	Code Enforcement Records					
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	Code Violations	Includes warning letters, citations, notices of correction, liens, administrative appeals and other code enforcement information.	Code		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
07-04-03	Special Use / Events Permits	Special events are short term, and special use is for longer than 30 days.	Code		AC+2	GC 34090(d); 2 years minimum State of California Guidelines; Current year plus 2 years for Temporary Use Permits
07-04-04	Auto Dismantlers Overlay	Includes inspections and special code requirements for auto dismantlers.	Code		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
07-04-05	Cannabis Inspections	For personal growing indoors of 6 plants or less.			AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after correction/completion.
07-04-06	CUP Inspections	Compliance issues associated with the CUP. Maintained onsite.	Code		P	GC 34090(a); Permanent for real property records State of California Guidelines; Permanent for federal and state statistics reports. May affect real property or liens.
07-04-07	SMARA Inspections	Compliance document sent to the State.	Code		P	GC 34090(a); Permanent for real property records State of California Guidelines; Permanent for federal and state statistics reports. May affect real property or liens.

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07-05-00	Business Licensing					
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.
07-05-02	City Business Licenses	Includes applications and renewal forms. Renewals may include associated permits, such as health, DMV, external agencies and other permits.	Business License		AT+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after termination
07-05-03	Vendors & Contractor Licenses		Business License		AC+4	GC 34090; 2 year minimum requirement CCP 337; Statute of limitations State of California Guidelines; 4 years after termination
07-05-04	Film Permits	Short term permit.	Business License		AC+2	Administrative Decision: Maintain vendor and contractor business license records for 4 years after completion of the associated project or when no longer working within the City, whichever is longer. GC 34090(d); 2 years minimum State of California Guidelines; Current year plus 2 years for Temporary Use Permits
07-05-05	SB 1186	Fee provided to the State (\$4) for business licenses. Includes forms and annual reports.	CD Admin		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for activity and periodic reports.
07-06-00	Housing					
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	Senior Housing Program	Las Casitas Senior Housing applications, including tax returns, copies of birth certificates, Bank statements, Social Security Information, Identification, Pay stubs.	Housing	C	AT+2	GC 34090(d); 2 year minimum requirement (all applicants) Administrative Decision: Maintain senior housing applications and individual information for 2 years after the tenant leaves the facility.
07-06-03	Las Casitas Interest List	Includes name, address and phone number as well as forms asking to be added on to the Interest List.	Housing	C	CY+2	GC 34090(d); 2 year minimum requirement Administrative Record: State of California Guidelines
07-06-04	Ineligibility Letters and Appeals		Housing		AC+5	24 CFR 5.514(h) 5 years for USCIS appeals and/or informal review
07-06-05	First Time Homebuyers	May include conformed copies of subordination agreements from the County, substitution of trustee and full reconveyance, quit claim deeds to terminate affordable housing agreements, option to purchase and declaration of covenants running with the land, notice of default and election to sell under deed of trust, California declarations of compliance, title transfer and other loan documents.	Housing		AFP+4	24 CFR 982.158(f); 3 years State of California Guidelines; Closure of loan plus 3 years

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07-06-06	Substantial Rehabilitation Loans	May include conformed copies of subordination agreements from the County, substitution of trustee and full reconveyance, quit claim deeds to terminate affordable housing agreements, option to purchase and declaration of covenants running with the land, notice of default and election to sell under deed of trust, California declarations of compliance, title transfer and other loan documents.	Housing		AFP+4	24 CFR 982.158(f); 3 years State of California Guidelines; Closure of loan plus 3 years
07-06-07	Equity Sharing Program	Based on the loan and modifies the original condition of the loan. May include conformed copies of subordination agreements from the County, substitution of trustee and full reconveyance, quit claim deeds to terminate affordable housing agreements, option to purchase and declaration of covenants running with the land, notice of default and election to sell under deed of trust, California declarations of compliance, title transfer and other loan documents.	Housing		AFP+4	24 CFR 982.158(f); 3 years State of California Guidelines; Closure of loan plus 3 years
07-06-08	Affordable Housing	May include conformed copies of subordination agreements from the County, substitution of trustee and full reconveyance, quit claim deeds to terminate affordable housing agreements, option to purchase and declaration of covenants running with the land, notice of default and election to sell under deed of trust, California declarations of compliance, title transfer and other loan documents.	Housing		AFP+4	24 CFR 982.158(f); 3 years State of California Guidelines; Closure of loan plus 3 years
07-06-09	Annual Reports		Housing		CY+3	24 CFR 982.158(f); 3 years for HUD reports
07-07-00	Planning Commission					
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	Agendas & Agenda Packets		CD Admn		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Maintain for the Current Year plus 2 years
07-07-03	Minutes		Clerk	V, H	P	GC 34090(e); Minutes of governing bodies; Permanent State of California Guidelines; Permanent
07-07-04	Resolutions		Clerk	V, H	P	GC 34090(e); Permanent for decisions of the City State of California Guidelines; Permanent
07-07-05	Meeting Audio/Video Recordings	Any audio or video recording of an open and public meeting made for whatever purpose by or at the direction of the local agency.	CD Admn		30 Days	GC 54953.5(b); 30 days after recording Department: Maintain for 1 year following approval of minutes
07-07-06	Affidavit of Acceptance	Agreement of conditions of approvals between the City and the property owner. Maintained in the City Clerk vault.	CD Admn		P	GC 34090(a); Real property records, maintain Permanently State of California Guidelines; Permanent

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08-01-00	Engineering 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	Master Plans		Engineering		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after master plan is superseded.
08-01-03	Geotechnical & Soils Reports		Engineering		P	GC 34090(a) Real property records, maintain Permanently
08-01-04	Surveys & Studies - General		Engineering		CY+2, AR	State of California Guidelines; Permanent GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for general studies and reports.
08-01-05	Infrastructure Maps	Maps for storm drains, lighting, utilities and other infrastructure maps.	Engineering		P	Administrative Decision, Current year plus 2 years, review annually for relevance to projects. 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 CCP 337.15(a); 10 years
08-01-06	Encroachment Permits - Construction	Permanent construction encroachment permits.	Engineering		P	State of California Guidelines; Permanent GC 34090(a) Real property records, maintain Permanently GC 4003, 4004; Maintain costs, records and plans H&S 19850; Life of Building, with exceptions State of California Guidelines; Permanent for construction based encroachment permits.
08-01-07	Encroachment Permits	Includes street cuts and paving temporary encroachments.	Engineering		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current Year plus 2 years for maintenance projects, and for temporary use permits.
08-01-08	Oversize Transportation Permits	Temporary use permit for access of oversized vehicles.	Engineering		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current Year plus 2 years for maintenance projects, and for temporary use permits.
08-01-09	Plan Checks	Duplicates for Engineering review.	Engineering		ACT	GC 34090.7; Duplicates may be destroyed within the 2 year minimum period.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
08-02-00	Building & Safety					
08-02-01	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.
08-02-02	Building Permits - Not Issued/Withdrawn		Building		CY+2	GC 34090(d); 2 year minimum requirement
08-02-03	Building Permits - Approved	Includes structural calculations, soils reports, land surveys, pad elevations, special inspection reports, Plan Check Comments / Responses, Request for Waiver for Accessibility Requirements, Inspection Reports, notice of violations and other documents for building projects.	Building		P	H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent including commercial plans
08-02-04	Building Plans	Includes Site Plan, Floor Plan, Structural Plans and other construction plans. Commercial plans: Residential plans:	Building		P AP+2	H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent GC 34090(d); 2 year minimum requirement California Building Code 107.5; 180 days for approved final plans.
08-02-05	Certificates of Occupancy		Building		L	GC 34090(a); Real property records, maintain State of California Guidelines; Life of business
08-02-06	Deposits Held	Working documents for tracking permits and projects. Includes receipt copies, check copies and backup information on the deposit. Originals maintained by Public Works.	Building		AA+4	GC 34090(d); 2 year minimum requirement CCP 337; 4 year statute of limitations State of California Guidelines; 4 years after audit
08-02-07	Grading Permits		Building		P	GC 34090(a), Real property records, maintain CCP 337; 4 years statute of limitation 337.1(a); 4 years after substantial completion of such improvement 337.15; 10 years after substantial completion of the development or improvement GC 4003, 4004; Maintain costs, records and plans State of California Guidelines; Permanent
08-02-08	Tract Maps		Building		P	H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent including commercial plans
08-02-09	Parcel Maps		Building		P	H&S 19850; Building plans - Life of Building, with exceptions State of California Guidelines; Permanent including commercial plans
08-02-10	Record of Surveys Maps		Building		P	GC 34090(a), Real property records, maintain State of California Guidelines; Permanent

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
08-03-00	Engineering Projects					
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	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.);	Engineering		P	GC 34090(a); Permanent for real property related documents GC 4003, 4004, Maintain costs, records and plans CCP 337.15; 10 years after substantial completion of the development or improvement State of California Guidelines; Permanent for capital improvements
08-03-03	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.	Engineering		AC+10	CCP 337.15; 10 years after substantial completion of the development or improvement State of California Guidelines; 10 years after completion for capital improvement projects.
08-03-04	Capital Improvement Projects - Administration	General administration and correspondence.	Engineering		CY+2	GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines
08-04-00	Mining					
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.
08-04-02	Operator Permits	Conditional use permits for operating the mine.	Mining		P	GC 34090(a); Real property records, maintain Permanently State of California Guidelines; Current year plus 2 years for forms and documents related to federal and state agency permits
08-04-03	SMARA Mandated Inspections	Required by the State. Surface Mining and Reclamation Act.	Mining		AC+5	30 USC 813(i); Inspections possible within a 5 year period
08-04-04	Mining Operation Annual Reports - MRRC-2	Submitted to the State and the City semi-annually and annually.	Mining		P	30 USC 813(i); Inspections possible within a 5 year period
08-04-05	Topographic Surveys		Mining		P	State of California Guidelines; Current year plus 2 years, with caveat recommendation of permanent for environmentally sensitive documents.
08-04-06	Geotechnical Reports & Information	Includes notices of violation, notices to comply, water quality reports, geotechnical reports and other communications with the operators.	Mining		P	GC 34090(a); Real property records, maintain State of California Guidelines; Permanent
08-04-07	Technical Memos	Includes inspections and analysis of the mine.	Mining		AC+5	GC 34090(a); Permanent for land related documents State of California Guidelines; Permanent for soils reports. 30 USC 813(i); Inspections possible within a 5 year period

08-00-00 PUBLIC WORKS / ENGINEERING / MINING

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
08-05-00	Streets & Traffic					
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	Pavement Management System	Includes repairs, overlay projects and pavement management reports from the County.	PW Ops		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after completion for maintenance projects.
08-05-03	Traffic Requests & Management	Includes traffic calming, red/blue curb marking and other neighborhood systems. May be based on resident requests.	PW Ops		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for service requests for maintenance.
08-05-04	Traffic Studies & Surveys		PW Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Completion of survey plus 2 years
08-05-05	Traffic Signals	Includes files on equipment, timing sheets and systems.	PW Ops		LOS+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Life of system plus 2 years
08-06-00	Storm Drainage & NPDES					
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	NPDES Permit Annual Report	Includes finalized, submitted yearly reports to the State Water Resources Board.	PW Ops		CY+3	40 CFR 122.41(j)(2); 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.
08-06-03	Master Plans	Includes the plan and infrastructure maps.	PW Ops		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after master plan is superseded.
08-06-04	Stormwater Pollution Prevention Plan		Engineering		P	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years, with caveat recommendation of permanent for environmentally sensitive documents.
08-06-05	Activity Reports	Internal report performed weekly, monthly and annually.	PW Ops		CY+2	GC 34090(d); 2 year minimum State of California Guidelines; 2 years for management reports
08-06-06	Storm Drain Maintenance	Maintenance and repairs on drainage systems and locations. Includes system condition status that tracks tap in locates, inventory of sewer lines, drain inlets and records of conditions of manholes and system.	PW Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
08-06-07	Water Bodies	Includes listings of creeks, creek history, properties, creek studies.	PW Ops		P	GC 34090(d); 2 year minimum requirement State of California Guidelines; Permanent for dams, lakes, basins and creeks.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
08-06-08	Repair & Service Quotations	External sources	PW Ops		CY+2	GC 34090(d); 2 year minimum State of California Guidelines; Administrative Record
08-06-09	Requests for Proposals & Proposals		PW Ops		AC+5	GC 34090(d); 2 years minimum CCP 337; Statute of limitations State of California Guidelines; 5 years after audit for successful bids.
08-06-10	Commercial / Industrial Inspections		PW Ops		AC+5	Administrative Decision: 5 years after completion of project associated with the bid. 40 CFR 122.41(j)(2); 5 years after completion for sewage sludge use & disposal, 3 years after completion for other discharge records, including calibration records and reports. 27 CCR 15185(b); 5 years for enforcement documents State of California Guidelines; Current year plus 5 years for discharge monitoring reports
08-06-11	Illicit Discharge Incidents		PW Ops		AC+5	40 CFR 122.41(j)(2); 5 years after completion for sewage sludge use & disposal, 3 years after completion for other discharge records, including calibration records and reports. 27 CCR 15185(b); 5 years for enforcement documents
08-06-12	Trash Reduction Plan	Compliance report	Engineering		AC+3	22 CCR 66262.40(b); 3 years for generator reports.
08-06-13	Trash Capture Devices	Maintenance monitoring and inspection of devices in storm drain inlets.	Engineering		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
08-06-14	Outreach	Includes brochures and materials handed out to contractors.	Engineering		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after program materials are superseded.
08-06-15	Reduction Programs	Includes street sweeping, trash hotspot cleanups, onland trash cleanup and other reduction programs.	Engineering		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after program materials are superseded.
08-07-00	Safe Clean Water Program					
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	Stormwater Utility Assessments	Assessments on parcels to collect funding from the County for storm drain maintenance and clean water activities. Used to set annual assessment rates.	Engineering		AC+3	GC 34090(d); 2 year minimum requirement Administrative Decision: Maintain assessments for 3 years after completion to support periodic audit reviews.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
08-07-03	Annual Reporting	Compilation of information from C.2 - C.10 subsections for County reporting	Engineering		P	GC 34090(d); 2 year minimum requirement 27 CCR 15185(b); maintain indefinitely State of California Guidelines: Current year plus 2 years, with caveat recommendation of permanent for environmentally sensitive documents.
08-07-04	Development Project Review	Includes improvement plans and drawings, and review documents. Original documents maintained in Engineering.	Engineering		P	GC 34090(a); Real property records, maintain Permanently CC 687; definitions, community property State of California Guidelines; Permanent
08-07-05	Enforcement Response Plan		Engineering		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after superseded for emergency management and mutual aid strategic plans
08-07-06	Green Infrastructure Plan	Includes requirements for green infrastructure on public and private facilities.	Engineering		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after completion for environmental review issues and conservation.
08-07-07	Climate Action Plan	Includes energy efficiency programs, electric vehicle infrastructure, and other climate impacting improvements. The City partners with agencies to promote the program.	Engineering		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after completion for environmental review issues and conservation.

09-00-00 PUBLIC SERVICES & MAINTENANCE

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09-01-00	Public Services Maintenance					
09-01-01	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.
09-01-02	Asset Essentials	Work order system. Work orders, requests, citizen complaints.	PS Admin		IND	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
09-01-03	Safety Data Sheets		PS Admin		CY+30	29 CFR 1910.1020(d)(1)(i); Retain MSDS records for 30 years unless another record of what, where and when a chemical was used is maintained.
09-01-04	ADA Transition Plan	Includes ADA improvements for facilities and streets.	PS / Eng		S+2	GC 34090(d); 2 year minimum requirement for curb and sidewalk improvements
09-01-05	Utility Tracking	Tracking of utility efficiency throughout City facilities.	PS Admin		CY+2	GC 34090(d); 2 year minimum requirement
09-01-06	Safety Training Program	Includes sign-in sheets, attendance rosters, training materials for safety training classes and events.	PS Admin		CY+7	GC 34090(d); 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946; 2 4 years after termination GC 7920, 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.
09-01-07	Contract Services	Maintenance services for janitorial, elevator and other facility maintenance.	PS Admin		AC+5	CCP 337.2; 4 year statute of limitations CCP 343; 4 year statute of limitations 48 CFR 4.903 relating to reporting requirement for contracts in excess of \$25,000.
09-01-08	Equipment Inventory	Includes facility asset and condition inventories.	PS Admin		S+2	GC (d) 34090; 2 year minimum requirement State of California Guidelines; 2 years after superseded for equipment inventory records
09-01-09	General Reports, Studies & Surveys	Includes general reports, studies and surveys created internally or by outside sources not related to a specific project. Intended for reference purposes to departmental activities.	PS Admin		CY+2, AR	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for general studies and reports.
09-01-10	Emergency After Hour Callouts	Communications with stand-by personnel for emergency purposes.	PS Admin		AC+2	Administrative Decision, Current year plus 2 years, review annually for relevance to projects. GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-01-11	Nuisance Abatements	Abatement of graffiti, illegal dumping, homeless encampments and other nuisances.	PS Admin		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-01-12	Hazardous Waste Manifests	Used for disposal of oil filters, used oil, light bulb disposal and other hazardous waste materials.	PS Ops		CY+10	GC 34090(d); 2 year minimum requirement 40 CFR 122.21(p); 3 to 5 years State of California Guidelines; Current year plus 10 years for hazardous waste disposal documents.

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09-02-00	Facilities Maintenance					
09-02-01	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.
09-02-02	Facility Maintenance Construction Projects	Includes hired contractors for maintenance activities.	PS Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-02-03	Inspections & Permits	Includes HV/AC, sprinkler and other internal facility inspections.	PS Ops		AE+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for municipal facility rental / use permits
09-02-04	Safety Data Sheets		PS Ops		CY+30	29 CFR 1910.1020(d)(1)(i); Retain MSDS records for 30 years unless another record of what, where and when a chemical was used is maintained.
09-03-00	Fleet Management					
09-03-01	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.
09-03-02	Vehicle Maintenance Records	Paper history of equipment and vehicles. Includes maintenance and other specific vehicle and equipment related information.	PS Ops		LOV	GC 34090(d); 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. Administrative Decision: Maintain vehicle and equipment maintenance records while vehicle is owned by the City. Auction house assumes responsibility after receiving the vehicle or equipment.
09-03-03	Daily Vehicle Inspection Forms		PS Ops		CM+2	GC 34090(d); 2 year minimum requirement. State of California Guidelines; 2 years plus the current year. 13 CCR 1234(e); 3 months for daily vehicle inspection forms Administrative Decision: Maintain inspection forms for 3 months per CHP recommendations and CCR citation.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
09-03-04	45-day & 90-day Inspection Reports	Used for annual CHP inspection of buses, heavy vehicles and trailers.	PS Ops		AC+3M	GC 34090(d); 2 year minimum requirement. State of California Guidelines; 2 years plus the current year. 13 CCR 1234(e); 3 months for daily vehicle inspection forms
09-03-05	Biennial Inspection of Terminals (BIT) Records	Inspection of vehicles by the DOT.	PS Ops		CY+2	Administrative Decision: Maintain inspection forms for 3 months after report is created per CHP recommendations and CCR citation.
09-03-06	Smog Certifications / Inspections	Combined with California Air Resources Board.	PS Ops		AA+2	GC 34090(d); 2 year minimum requirement VC 34501.12(e); maintain inspection reports for at least 2 years. 25 month inspection period. GC 34090(d); 2 year minimum requirement. State of California Guidelines; 2 years plus the current year for permits; may depend upon the agency.
09-03-07	School / Charter Bus Video Surveillance Recordings	Confidential recordings for viewing only by the City Manager, Public Services Director, Information Technology Manager, Human Resources / Risk Manager and appropriate law enforcement or their designees.	PS Ops	C	1Y	Administrative Decision: Maintain inspection records for 2 years after completion to follow State retention for the CARB permit. GC 34090.6(a); 1 year for routine video monitoring.
09-04-00	Environmental Programs					
09-04-01	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.
09-04-02	Franchise Hauler Contracting Workpapers	Workpapers for franchise hauler contracts and amendments. Contract is 35 years with amendments occurring every few years. Prop 218 hearings for hauler rates occur every 5 years. Hearings may occur sooner if there is a request for special rate increases. Potential confidentiality for customer information from haulers.	Waste Mgmt	C	S	GC 34090.7; Duplicates and reference materials may be destroyed within the 2 year minimum. Administrative Decision: Maintain contracting workpapers until the current contract is superseded to use as reference for creating the new contract.

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09-04-03	Community Events & Outreach	Includes recycling/composting giveaways and other City-wide environmental programs events.	Waste Mgmt		CY+2, AR	GC 34090(d); 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 for event records.
09-04-04	Recycling Programs	Household Hazardous Waste Round Up events, Bulky Item Pick Up, and Electronic Waste Pick Up.	Waste Mgmt		CY+4	Administrative Decision: Review annually for historical content. GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for tonnage reports and management reports.
09-04-05	Stormwater System Maintenance	Reports on system maintenance.	PS Ops		AC+2	Administrative Decision: Maintain reporting and information for the current year plus 4 years for reference and trending. GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-04-06	Integrated Pest Management Policy	Compliance report. Includes pesticide usage reports.	PS Ops		P	FS&AC 14011.5 & 14012; maintain and submit Pesticide Use Reports
09-04-07	Exemptions	Users excluded from garbage and/or organic waste pickup.	Waste Mgmt		CY+2	GC 34090(d); 2 year minimum requirement
09-04-08	Tire Disposal Records	Release slips from the recycler for illegally disposed tires.	Waste Mgmt		CY+10	GC 34090(d); 2 year minimum requirement 40 CFR 122.21(p); 3 to 5 years State of California Guidelines; Current year plus 10 years for hazardous waste disposal documents.
09-05-00	Park Maintenance					
09-05-01	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.
09-05-02	Park Maintenance Projects	Includes irrigation updates, trellis / picnic shelter repairs, replacement of BBQs, benches and picnic tables, etc.	PS Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-05-03	Play Structure Inspections & Maintenance	Includes playgrounds and poured in place at Inwindale Park, Jardin de Roca Park, El Nido Park and Little Park of Inwindale.	PS Ops		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.

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09-05-04	Backflow Testing	Annual maintenance on backflow devices on City property.	PS Ops		CY+3	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current Year plus 2 years for maintenance projects. 40 CFR 141.33(e); 3 years after last action taken for drinking water violation corrections.
						Administrative Decision. Maintain backflow monitoring and testing records for the current year plus 3 years to match 40 CFR 141.33 citation retention requirements.
09-06-00	Street Maintenance					
09-06-01	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.
09-06-02	Pavement Management System	Includes repairs and overlay projects	PS Ops		S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after completion for maintenance projects.
09-06-03	Signage	Includes log books, index register cards, inventory lists, records of traffic signs.	PS Ops		LOS+3	CCP 337; 3.4 year statute of limitations State of California Guidelines; Life of system plus 2 years
09-06-04	Pavement Markings	Includes striping, stenciling and other pavement marking maintenance and repair projects.	PS Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-06-05	Landscape Maintenance	Maintenance projects completed for medians.	PS Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-06-06	Sidewalk Management	Annual inspections of sidewalks and repairs.	PS Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
09-06-07	Street Banner Program	Applications from businesses and non-profit organizations requesting to hang street banners on Arrow Highway.	PS Ops		CY+2	GC 34090(d); 2 year minimum requirement
09-06-08	Street Inspections	Annual inspection of streets, trees and signs.	PS Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.

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09-07-00	Tree Maintenance					
09-07-01	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.
09-07-02	Street Tree Inventory	Reports printed from the Street Tree Inventory Database	PS Ops		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for tree maintenance activities.
09-07-03	Tree Maintenance Projects	Inhouse provided maintenance for smaller project.	PS Ops		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.

10-00-00 COMMUNITY SERVICES

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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	Recreation 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. Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
10-01-02	RecPro & Civic Ready Database		Recreation		IND	
10-01-03	Recreation Youth & Adult Programs	Includes program rules, guides and brochures, code of conduct, curriculum, contact information, attendance records, sign-in sheets, evaluation forms and liability waivers filed by program.	Recreation		CY+2	GC 34090(d); 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.
10-01-04	Classes	Materials for specific classes. Classes normally last 8 weeks. Includes program guides and brochures, attendance records, rosters, sign-in sheets and other class materials.	Recreation		CY+2	GC 34090(d); 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.
10-01-05	Training Records, Certifications & Mandated Reporting	Includes documentation of required employee training and certifications, CPS reporting, driver training, red shirt lifeguard training, skill audits and other training for certificates and regular training.	Recreation	C	AS+7	GC 34090(d); 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946; 24 years after termination GC 7920; PRA, confidential record status State of California Guidelines; 7 years after termination, no specific citation given. 2 years after termination for certificates and designations training.
10-01-06	Inspections / Audits	Includes County health department, fire and other regulatory inspections.	Recreation		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years
10-01-07	Incident Reports		Recreation		AC+7	GC 34090(d); 2 year minimum requirement 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
10-01-08	Registration Packets / Forms	Includes schedule change forms, names, address, emergency contacts and other registration related information for individuals. Registration is annual.	Recreation	C	CY+2	GC 34090(d); 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.
10-01-09	Waivers		Recreation		CY+2	GC 34090(d); 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.
10-01-10	Co-sponsorship	Includes organizations that co-sponsor services with the City. Baseball and other games in coordination with organizations working with the City.	Recreation		CY+2	GC 34090(d); 2 year minimum requirement

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
10-01-11	Trips	Includes program guides and brochures, attendance records, rosters, sign-in sheets and other materials for family trips, day camps, season breaks, teen trips and other trips sponsored by the City.	Recreation		CY+2	GC 34090(d); 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.
10-01-12	Special Events	Includes contact information, outreach, planning, supply acquisition, staffing, copies of contracts, vendor applications, health department inspections and permits, and other event organization information.	Recreation		CY+2	GC 34090(d); 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.
10-01-13	Instructors	Includes contracts, W-9, Livescan and other instructor information.	Recreation		AS+4	CCP 343; 4 years statutes of limitations Administrative Decision: Maintain instructor files for 4 years after the instructor separates from the City.
10-01-14	Volunteers	Includes the application, contact information, fingerprint verification, correspondence and any general information about the volunteer. Accepted applications: Denied applications:	Recreation		AS+2	GC 12946; 4 years after completion/position filled State of California Guidelines; 2 years after completion/position filled
10-01-15	Rental Agreements	Includes applications, proof of insurance and other rental documents for the Community Center and Mission Church, picnic areas, clubhouses, room rentals and other facility rentals. Includes permits for facility operations.	Recreation		AC+2 AC+5	CCP 337.2; 4 years statute of limitations CCP 343; 4 years statutes of limitations 48 CFR 4.903 relating to reporting requirement for contracts in excess of \$25,000.
10-01-16	Facility Permits		Recreation		AE+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for municipal facility rental / use permits
10-01-17	Vehicle Maintenance		Recreation		LOV	GC 34090(d); 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. Administrative Decision: Maintain vehicle and equipment maintenance records while vehicle is owned by the City. Auction house assumes responsibility after receiving the vehicle or equipment.
10-01-18	Daily Vehicle Inspection Logs		Recreation		CM+2	13 CCR 1234(e); 3 months for daily vehicle inspection forms
10-01-19	Transportation Waivers		Recreation		CY+2	GC 34090(d); 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.
10-01-20	Red Cross / Emergency Shelter		Recreation		CY+2	GC 34090(d); 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
10-01-21	Activity Guides / Rosters	Brochure listing events and schedules for programs.	Recreation		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years
10-01-22	Summer Lunch / Snack Program		Recreation		CY+2	GC 34090(d); 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect.
10-02-00	Aquatics Administration					
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	RecPro Database		Aquatics		IND	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
10-02-03	Aquatic Programs	Includes swim team and other programs	Aquatics		CY+2	GC 34090(d); 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.
10-02-04	Aquatic Classes	Materials for specific classes. Includes program guides and brochures, attendance records, rosters, sign-in sheets and other class materials.	Aquatics		CY+2	GC 34090(d); 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.
10-02-05	CPS Mandated Reporting		Aquatics		AC+10	PC 11169; Guidance on maintaining child abuse or neglect report PC 11170(a)(3); 10 years from date of reporting, DOJ Recommendation PC 288, 647; Definitions
10-02-06	Inspections / Audits	Includes County health department, fire and other regulatory inspections.	Aquatics		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years
10-02-07	Incident Reports	Includes dead animal, fecal and other incident reports.	Aquatics		AC+7	GC 34090(d); 2 year minimum requirement 42 USC 1983; Civil action for deprivation of rights 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
10-02-08	Aquatics Registration Forms		Aquatics		CY+2	GC 34090(d); 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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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
10-02-09	Waivers		Aquatics		CY+2	GC 34090(d); 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.
10-02-10	Co-sponsorship	Includes organizations that co-sponsor services with Aquatics.	Aquatics		CY+2	GC 34090(d); 2 year minimum requirement
10-02-11	Swim Center Staff Log	Tracks staff attendance and work schedules, daily issues and unusual activities, and other communications between lifeguards.	Aquatics		CY+2	GC 34090(d); 2 year minimum requirement
10-02-12	SDS Information		Aquatics		CY+30	29 CFR 1910.1020(d)(1)(i); Retain MSDS records for 30 years unless another record of what, where and when a chemical was used is maintained.
10-02-13	Instructors		Aquatics		AS+4	CCP 337.2; Statutes of limitations of 4 years CCP 343; Statutes of limitations of 4 years Administrative Decision: Maintain instructor files for 4 years after the instructor separates from the City.
10-02-14	Pool Maintenance Checklist	Checklists by staff and lifeguards for pool conditions. Includes daily chemical and water testing logs.	Aquatics		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years plus the current year for maintenance projects.
10-02-15	Rental Agreements	Includes applications, proof of insurance and other rental documents for the Community Center and Mission Church, picnic areas, clubhouses, room rentals and other facility rentals.	Aquatics		AC+5	CCP 337.2; Statutes of limitations CCP 343; Statutes of limitations 48 CFR 4.903 relating to reporting requirement for contracts in excess of \$25,000.
10-02-16	Facility Permits	Includes permits for facility operations.	Aquatics		AE+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for municipal facility rental / use permits
10-03-00	Senior Services					
10-03-01	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.
10-03-02	My Senior Database		Senior Svcs		IND	Transitory Record: Maintain indefinitely or until data is transferred to a new tracking system.
10-03-03	Senior Programs	Includes class and program materials, statistics and other materials.	Senior Svcs		CY+2	GC 34090(d); 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.
10-03-04	Senior Classes		Senior Svcs		CY+2	GC 34090(d); 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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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
10-03-05	APS Mandated Reporting	Required reporting for adult abuse to APS.	Senior Svcs	C	AC+10	PC 11169; Guidance on maintaining child abuse or neglected report PC 11170(a)(3); 10 years from date of reporting , DOJ Recommendation PC 288, 647; Definitions Administrative Decision: Maintain senior/elder abuse reports for the same retention as child abuse reports.
10-03-06	Health Inspections	County inspections for the Senior Center and the Community Center.	Senior Svcs		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years
10-03-07	Incident Reports		Senior Svcs		AC+7	GC 34090(d); 2 year minimum requirement 42 USC 1983; Civil action for deprivation of rights 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
10-03-08	Senior Registration Forms	Files on seniors who participate in the program. Annual forms include the name, address, phone number, birth date, emergency contact information, nutritional assessments, and other information on seniors.	Senior Svcs		CY+2	GC 34090(d); 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglected. State of California Guidelines; 2 years plus the current year.
10-03-09	Waivers	Includes waivers for transportation, programs and events.	Senior Svcs		CY+2	GC 34090(d); 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglected. State of California Guidelines; 2 years plus the current year.
10-03-10	Senior Nutrition Program/Breakfast	Includes homebound deliveries. Lists of how many meals delivered weekly/monthly, sign-in sheets, homebound registration, statistics, temperature checks and other program materials.	Senior Svcs		AT+5	GC 34090(d); 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglected. State of California Guidelines; 2 years plus the current year.
10-03-11	Field Trips	Includes trip information, statistics, invoices and other materials.	Senior Svcs		CY+4	Administrative Decision: Maintain while applicant is actively participating in programs plus 2 years. GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations, 4 years for action State of California Guidelines; 4 years after audit Administrative Decision: Maintain billing backup information for the current year plus 4 years to support invoices.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis
10-03-12	Special Events Activities	Includes program activities, insurance certificates, contracts, statistics and other materials.	Senior Svcs		CY+2	GC 34090(d); 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.
10-03-13	Instructors Tier	Includes contracts, W-9 and other instructor information.	Senior Svcs		AS+4	CCP 337.2; Statutes of limitations of 4 years CCP 343; Statutes of limitations of 4 years
10-03-14	Volunteers	Includes the application, contact information, fingerprint verification, correspondence and any general information about the volunteer. Accepted applications: Denied applications:	Recreation		AS+2	Administrative Decision: Maintain instructor files for 4 years after the instructor separates from the City. GC 12948(a); 2 years after completion/position filled State of California Guidelines; 2 years after completion/position filled
10-03-15	Rental Agreements	Includes applications, proof of insurance and other rental documents for the Community Center and Mission Church, picnic areas, clubhouses, room rentals and other facility rentals.	Senior Svcs		AC+2 AC+5	CCP 337.2; Statutes of limitations of 4 years CCP 343; Statutes of limitations of 4 years 48 CFR 4 903 relating to reporting requirement for contracts in excess of \$25,000.
10-03-16	Facility Permits	Includes permits for facility operations.	Senior Svcs		AE+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for municipal facility rental / use permits
10-03-17	Vehicle Maintenance		Senior Svcs		LOV	GC 34090(d); 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.
10-03-18	Daily Vehicle Inspection Logs		Senior Svcs		CM+2	Administrative Decision: Maintain vehicle and equipment maintenance records while vehicle is owned by the City. Auction house assumes responsibility after receiving the vehicle or equipment. 13 CCR 1234(e); 3 months for daily vehicle inspection forms
10-03-19	Cooling Center	Sent to the County for when cooling centers are open. Sign-in sheets, registration and other materials.	Senior Svcs		CY+2	GC 34090(d); 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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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis @
11-01-10	Administration / Chief of Police					
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	Policies & Procedures	Maintained in Lexipol.	COP/Admin	C	P	GC 34090(d); 2 year minimum requirement State of California Guidelines; Permanent, no citation given.
11-01-03	Personnel Orders	Includes vacation sign ups, work and duty schedules, paid overtime and special details.	COP/Admin		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for watch assignments, daily schedules and timekeeping records.
11-01-04	Administrative Staff Memos	General status updates on current projects and items of interest.	COP/Admin		CY+2	GC 34090(d); 2 year minimum Administrative Record, State of California Guidelines
11-01-05	Internal Affairs / Investigations	Also includes officer involved deaths; Maintained in LEFTA (Law Enforcement Field Training Application)	COP/Admin	C	AC+5	PC 832.5(b) Statutory minimum is 5 years. EVC 1045; 5 years for conduct PC 801.5; SOL of 4 years after event or discovery of event PC 803(c); public officer, crime descriptions VC 2547; SOL of 3 years for officer fraud GC 12946(a); 4 years after completion/position filled
11-01-06	Use of Force Reports	Maintained in LEFTA	COP/Admin		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for use of force files
11-01-07	Locker & Riot Locker Logs	Includes combinations and assigned lockers	COP/Admin	C	S+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; After superseded
11-01-08	Equipment Inventory	Equipment issued to officers and other department equipment; Maintained in LEFTA	COP/Admin		S+2	GC 34090(d); 2 year minimum requirement State Recommendation; 2 years after superseded for listings of equipment assigned to divisions and officers.
11-01-09	Fleet Assignments	Vehicles assigned to PD; Maintained in LEFTA	COP/Admin		S	State of California Guidelines; Maintain vehicle assignments until superseded.
11-01-10	Concealed Weapons Permits	Includes application, background and records checks reviewed by the Chief of Police for the issuance of the permit. Also includes notification from the Sheriff's Department advising they have issued a Concealed Weapons Permit for a subject residing, employed in or owning a business in the City of Irwindale.	COP/Admin		AE+2	GC 34090(d); 2 year minimum requirement State Recommendation, 2 years after the license expires.
11-01-11	Retiree CCW Qualifications	Denied permit applications			CY+2	
11-01-11	Retiree CCW Qualifications	Records of retirees for carrying firearms. Retirees need to qualify for carrying; Maintained in LEFTA	COP/Admin		AE+2	GC 34090(d); 2 year minimum requirement State Recommendation, 2 years after the license expires.
11-01-12	Grant Applications and Programs	Incoming grants for the PD.	COP/Admin		AFP+5 *	29 CFR 97.42(b)(1); grants must be kept for 3 years. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis @
11-01-13	Audio Recordings - Litigation/Case Related	Includes telephone and radio communications for cases. Recordings determined by the City Attorney for litigation or the District Attorney for crime prosecution.	COP/Admin		180 Days *	GC 34090.6(a); 100 days. If a claim is filed or pending litigation, retain until pending litigation is resolved and * destroy with consent of the City Attorney. State of California Guidelines; 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6
11-01-14	Audio Recordings - Personal Recording Units	Includes tape recordings and video from body worn systems. 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:	COP/Admin	C	CY+2 AC+5 or AC+15 *	PC 832.18(b)(5)(A)&(B); 60 days for nonvideotape data, 2 years for evidentiary data. State of California Guidelines; Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons. CCP 338; Statute of limitations of 3 years after commission of offense or after realization of offense. PC 832.5(b); 5 years after case closure with no sustained misconduct, *15 years with sustained misconduct, confidential document not for public exposure.
		Critical Incident, Homicide:			P	PC 799; No statutes of limitations on actions Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc.
11-01-15	Audio Recordings - Routine	Includes telephone and radio communications. If crime related, the District Attorney must request audio within 100 days of the date. The City Attorney will inform the PD about pending litigation, and will approve destruction of recordings on a monthly basis.	COP/Admin		180 Days *	State of California Guidelines; Permanent GC 34090.6(a); 100 days. If a claim is filed or pending litigation, retain until pending litigation is resolved and * destroy with consent of the City Attorney. State of California Guidelines; 180 days for audio, telephone and radio communication tapes, with exceptions of recordings pertaining to GC 34090.6
11-01-16	Citizen Inquires	Form completed by a citizen. Complaints become formal investigations. Non-complaints are forwarded to other divisions or departments, as needed. Maintained in LEFTA	COP/Admin		ACT	Transitory Record: Maintain indefinitely or until data is transferred to record series.
11-01-17	Officer Involved Shootings	Includes shootings	COP/Admin	V, C ***	AC+25	PC 832.5(b); 5 years after case closure, confidential document not for public exposure. State Recommendation; Closure of case plus 25 years. DOJ regulates, if not involving felonies, the report can be destroyed after 3 years, provided that accounting of incident has been placed with the case file.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis @
11-02-00	Records	*** Maintain all case files confidential while active. California Public Records Act to be consulted.				
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	Spillman RMS/CAD	Electronic case management system.	Records	C	IND	Transitory Record; Maintain indefinitely or until data is transferred to a new tracking system.
11-02-03	Case Reports - All Other	Crime reports, DUI's, incidents, mandatory registrants, bookings/arrests, missing persons, restraining orders, criminal protective orders, NCIC entries. May include property, photos, field interview cards, additional documents and any other elements for the case. All files scanned and stored in the RMS system.	Records	V	Varies	See specific case retention periods and citations listed below this heading.
	187 - Murders		Records	V, C ***	P	PC 187; Definitions PC 799; No statutes of limitations on actions Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc.
	Child Abuse		Records	V, C ***	AC+10	PC 11169; Guidance on maintaining child abuse or neglected report PC 11170(a)(3); 10 years from date of incident, if juvenile subject and no subsequent reports.
	Drug / Sex Crime Registration	Sex offenders - Adult Sex offenders - Juvenile	Records	V, C ***	L+2 * Varies	GC 34090(d); 2 year minimum requirement * PC 290; definitions and references W&IC 781(a)(1)(A); 5 years after record sealed or when juvenile reaches 38 years. Permanent if tried as an adult. State of California Guidelines; Life of registrant within jurisdiction for arson, sex and narcotics.
	Sex Crimes	Includes child molestation, rape and other sex crimes.	Records	V, C ***	L+2	PC 261; Definitions PC 220; Definitions & punishments PC 286; Definitions & punishments PC 288; Definitions & punishments PC 289; Definitions & punishments W&I 781(a)(1)(A); Juvenile records, when offender reaches age 38, or 5 years after records are sealed. Department of Justice recommends 25 years. Administrative Decision: Maintain sex crime cases for 2 years after proof of offender's death.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis @
	Crimes with Death		Records	V, H, C ***	P	PC 799, 801.1, 803; No statutes 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
	Missing Persons		Records	V, C ***	AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for non-criminal occurrences, including missing persons where person has been returned/found. DOJ recommends permanent for unsolved missing persons.
	Unattended Death / Suicide	Suspicious	Records	V, H, C ***	P	PC 799; No statutes of limitations on actions Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc. State of California Guidelines; Permanent
	Robberies / Burglary	No suspicious circumstances	Records	V, C *** V, C ***	AC+2 AC+3	GC 34090(d); 2 year minimum requirement CCP 338; up to 3 years after commission of offense or after realization of offense. State Recommendation; Closure of case plus 3 years.
	Stolen Vehicles		Records	V, C ***	AC+3	CCP 338; up to 3 years after commission of offense or after realization of offense. State Recommendation; Closure of case plus 3 years.
	Misdemeanors / Infractions, Filed		Records	V, C ***	AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons.
	Misdemeanors / Infractions, Not Filed	Misdemeanors with no leads, no convictions or arrests not filed.		V, C ***	AC+3	GC 34090(d); 2 year minimum requirement CCP 338; up to 3 years after commission of offense or after realization of offense. State of California Guidelines; Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons.
	Marijuana Related Crimes			V, C ***	AC+2 *	H&S 11361.5, 11361.7, 11357 B, C, D, or E; 2 years after case closure, * or until offender reaches the age of 18 years provided there are no active warrants associated with the case. Destroy Juvenile marijuana cases after age 18. H&S 11362.1, Legal adult use of cannabis products Combined cases may be retained for the longest applicable retention period. The District Attorney may vacate the conviction and the City may destroy the case file sooner than the retention period listed.

11-00-00 POLICE DEPARTMENT

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis @
	Accident Reports, General & Misdemeanor Infractions			V, C ***	AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for misdemeanors/infractions with no arrests, identifiable property or missing persons.
	Accident Reports, Felony & Fatality Collisions			V, C ***	AC+5	Administrative Decision: Maintain for 2 years after closure of the case. PC 799; No statutes of limitations on actions Indefinite retention is recommended by DOJ and CA Law Enforcement Officers Assoc. State of California Guidelines; Permanent
	5150 Hold Cases - Minors			V, C ***	Varies	Administrative Decision: Maintain felony and fatality accident reports for 25 year after closure to follow other agency practices. BPC 4993(a); 7 years after minor turns 18 BPC 4999.75(a); 7 years after minor turns 18
	5150 Hold Cases - Adults			V, C ***	AC+7	BPC 4993(a); 7 years after therapy is discontinued BPC 4999.75(a); 7 years after therapy is discontinued
11-02-04	CHP 187 Vehicle Pursuits	Includes a log tracking filing and sending the report, a summary of the actions, and proof of delivery from the CHP.	Records		IND	VC 17004.7; Maintain vehicle pursuit records, no retention.
11-02-05	Record Sealings	Adults	Records	V, C ***	AC+3 *	PC 851.8(a); Factually innocent records, 3 years after arrest, * with district attorney approval.
11-02-06	Record Sealings	Juveniles		V, C ***	AC+5 **	Date of court ordered destruction W&IC 781(a)(1)(A); 5 years after sealed by court order for at-risk youth; ** W&IC 781; When juvenile reaches the age of 38 for murder and/or sex crimes occurring before the child is 14 years of age ** W&IC 781; For murder and/or sex crimes occurring on or after the child reaches age 14, DO NOT DESTROY.
11-02-07	Statistical Report Requests	Reports and data generated monthly and distributed to requesting divisions/units, departments, agencies or the public.	Records		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for weekly, monthly, quarterly and annual statistical reports.
11-02-08	Monthly DOJ/IBR (MACR) Report	Electronic statistical report maintained on a flash drive for future analysis. MACR - Monthly Arrest & Citations Register - DOJ form JUS 750.	Records		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for weekly, monthly, quarterly and annual statistical reports.
11-02-09	DOJ Audit Reports / NCIC Entries	National Crime Information Computer. DOJ requires reporting monthly for stolen vehicles/license plates, stolen weapons, warrants, missing persons and restraining orders. Inhouse audit performed and results faxed to DOJ.	Records		AA+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for weekly, monthly, quarterly, and annual activity/statistical reports.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis ©
11-02-10	Citation Logs	Maintain electronically in RMS. Older paper records may exist.	Records		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for parking & traffic citation duplicates.
11-02-11	Cash Receipt Books	Log of monies receive at the PD counter.	Records		CY+4	GC 34090(d); 2 year minimum requirement CCP 337; Statute of limitations of 4 years State of California Guidelines; 4 years after annual audit
11-02-12	Clearance Letters	Includes requests from persons asking for a cursory records check through our RMS system to ascertain if the person has any negative information on file in our RMS system. This request results in a letter stating the results of the records check.	Records		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after completion for requests for criminal history
11-02-13	Ride Along Requests		Records		CY+2	GC 34090(d); 2 year minimum requirement retention State of California Guidelines; 2 years plus the current year
11-02-14	Livescan Fingerprinting	Includes fingerprinting for applicants or volunteers.	Records	C	CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Maintain fingerprint information for city employment for 2 years after termination.
11-02-15	False Alarm Claims		Records		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for false alarm duplicates.
11-02-16	Traffic Citations		Records		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for parking and traffic citations.
11-02-17	Pawn Slips		Records		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Current year plus 2 years for Pawn Brokers.
11-02-18	Tow Logs - Private Property/Repos	Maintained in a binder and sent to Records for archives when binders are full.	Records		CY+2	GC 34090(d); 2 year minimum requirement

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis @
11-03-00	Patrol & Traffic Records					
11-03-01	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.
11-03-02	Patrol Logs	Logs of vehicles assigned to staff.	Patrol & Traffic		CY+2	GC 34090(d); 2 year minimum State of California Guidelines; Current year plus 2 years for logs and patrol requests
11-03-03	Equipment Calibrations	Preliminary Alcohol Screening Device and radar calibration.	Patrol & Traffic		AT+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after termination for radar calibration records
11-04-00	Training Records					
11-04-01	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.
11-04-02	Personnel Equipment Records	Includes equipment released, employee transaction forms, corrective evaluations and other materials related to the employee. Similar to the files maintained by HR but contains other confidential information on officers; Maintained in LEFTA	Personnel	C	AT+6	29 CFR 1627.3(a); 3 years after termination 29 CFR 1602.30 - 32; 2 - 3 years after termination 29 CFR 516.5; 3 years after action 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 12946(a); 4 years after termination or action State of California Guidelines; 3 years after termination for non-safety employees; 5 years after termination for safety employees.
11-04-03	Field Training	Includes binders filed by officer containing handouts, daily evaluations, qualification criteria and training scenarios; Maintained in LEFTA	Personnel		CY+7	GC 34090(d); 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946(a); -4 years after termination GC 7920; 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.
11-04-04	Range Lesson Training	Includes range lesson plans, firearms safety plan, weapon maintenance, firearm training manuals, simulation training, range master and safety officer for firearms and less-lethal weapons; Maintained in LEFTA			AC+15	GC 34090(d); 2 year minimum requirement State of California Guidelines; 15 years after completion for range lesson plans. No citation given.
11-04-05	Training Tracking Spreadsheet	Includes a working Excel spreadsheet showing date of training, type of training, training number and hours trained for POST and inhouse non-POST training. Includes lethal & non-lethal weapons, qualifications and defensive tactics qualification, active shooter, CPR qualifications and perishable skills; Maintained in LEFTA	Personnel	C	CY+7	GC 34090(d); 2 year minimum requirement 29 CFR 1627.3(b); 1 year for training records GC 12946(a); 4 years after termination GC 7920; 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.

Records Retention Schedules and UFIRST™ Index

11-00-00 POLICE DEPARTMENT

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Total Retention	Citations & Legal Basis @
11-04-06	Supervisor Log Entry	Notes and observations on performance related issues for the deployment period. Maintained under lock and key by each division for employees.	PD-Watch Commander	C	AT+6	29 CFR 1627.3(a); 3 years after termination 29 CFR 1602.30 - 32; 2 - 3 years after termination 29 CFR 516.5; 3 years after action 29 USC 1113; 6 years after date of last action GC 12946(a); 4 years after termination or action State of California Guidelines; 3 years after termination for non-safety employees; 5 years after termination for safety employees.
11-04-07	Instructor Files	Includes class outline, tests, percentages, roster, handouts, instructor's qualifications and resumes, qualification criteria and training scenarios, range lesson plans, firearms safety plan, weapon maintenance, firearm training manuals, simulation training, range master and safety officer for firearms and less-lethal weapons.	Personnel		AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years for general lesson plans.
11-05-00	Investigations					
11-05-01	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.
11-05-02	Pitchess Motions	Copy maintained with the officer's file.	Investigation		CY+2	GC 34090(d); 2 year minimum requirement
11-05-03	Informant Files	Maintained in paper form and reviewed annually for activity. Includes vice crimes (gang, narcotics, prostitution, robbery).	Investigation	C	AT+10	GC 34090(d); 2 year minimum requirement State of California Guidelines; 10 years after termination for informant files, no citation stated
11-05-04	Narco Files	Confidential records of narcotics investigations.	Investigation	C	AC+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; Maintain narcotics case records for 2 years after closure of the case
11-06-00	Property & Evidence					
11-06-01	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.
11-06-02	Evidence Purge/Disposition	Includes weapons destruction logs, drug destruction logs, deposit receipts, property disposition memorandums and returns to owners.	Property		P	State of California Guidelines; Permanent for gun destruction. No citation given. Current year plus 2 years for property control logs recording items coming into and going out of property rooms.
11-06-03	Auction Reports		Property		CY+2	GC 34090(d); 2 year minimum requirement State of California Guidelines; 2 years after financial audit for surplus property auctions including listings of property.
11-06-04	Asset Seizure/Forfeiture Form	For monies seized over a certain amount. Requested from a major crimes task force, and ultimately scanned to Records with the case file. Originals are maintained by the DA, a copy is maintained by the City.	Property		CY+1	GC 34090.7; Duplicate records may be destroyed within the 2 year minimum retention period

Item #19.F.

City of
IRWINDALE
AGENDA REPORT

Date: January 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract for the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062

City Manager's Recommendation:

That the City Council (1) Authorize the City Manager to execute a contract agreement between the City of Irwindale and Waterline Technologies, Inc. for replacing the commercial pool heater for the Aquatics Division in the amount of \$84,000 subject to approval as to form by the City Attorney's office; and (2) approve a 10% project contingency in the amount of \$8,400 to cover any unforeseeable conditions that may arise during replacement.

Administrative Action:

Submitted/Submitted by:

Eddie Chan, Director of Engineering / Building Official Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer Electronically Approved

Approved by

Julian A. Miranda, City Manager Electronically Approved

Background and Analysis:

The City of Irwindale Aquatic Division's pool heater was last replaced in 2013, and has exceeded its useful life of 10 years. City records indicate that the unit encountered a significant leak in the shaft seal in late 2021. Upon further assessment, it was determined that a new motor pump was necessary,

and the existing piping was inadequate to support the normal 10-year working life. Furthermore, in our recent inspection, staff discovered that the unit had completely malfunctioned. Given these circumstances, the need for a replacement has become urgent to ensure the continued functionality of the Aquatic Center.

On November 29, 2023, a Notice Inviting Bids was published in the City's adjudicated newspaper. The final submission date for bids on PlanetBids or the City Clerk's office was December 21, 2023, at 5:00 pm. The City received four (4) bids with the following results:

	Contractor	Bid Amount
1	Waterline Technologies, Inc.	\$ 84,000.00
2	Hasa, Inc.	\$ 88,762.38
3	Aquatic Service, Inc.	\$ 105,920.92
4	ACCO Engineered Systems, Inc.	\$ 143,000.00

Staff reviewed the bid proposals and found Waterline Technologies, Inc. to be the lowest responsible bidder with a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public works contracts, and having good references. Therefore, staff recommends the contract be awarded to them for this project.

The City Attorney's office will review and approve the contract agreement before work starts.

Fiscal Impact:

Funding for swimming pool related expenditures has been budgeted in the FY 2023-2024 adopted budget under the Aquatics Equipment Repair (CIP No. 8242) and the Swimming Pool Improvement Project (CIP No. 8229). The project cost of \$92,400 (\$84,000 + \$8,400) will be paid by first exhausting the available funds and/or closure of CIP No. 8242 followed by CIP No. 8229 for the remainder of the cost.

Attachments:

1. 01-10-2024 Award of Aquatic Center Pool Heater Replacement Project P-1062 - CONSTRUCTION AGREEMENT

Project Name/No.: Irwindale Aquatic Center - Commercial Pool Heater Replacement; P-1062

Approved: _____

**PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND
WATERLINE TECHNOLOGIES INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 10th day of January, 2024, by and between the City of Irwindale, a California charter city (“**City**”) and Waterline Technologies Inc., 620 Santiago Street, Santa Ana, CA 92701 (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties**.”

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Irwindale Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The Scope of Services shall include Contractor’s Proposal or Bid Documents submitted for the project entitled **Irwindale Aquatic Center - Commercial Pool Heater Replacement Project P-1062** (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Proposal**” or “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special

Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Green Book.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a

periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by

contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunk lines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works Engineering or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to twenty percent (20%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works Engineering or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.12 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Eighty-four Thousand Dollars (\$84,000.00) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice

shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within Forty (40) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Four Hundred and Fifty Dollars (\$450.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Thomas Berrey</u> (Name)	<u>President & Treasurer</u> (Title)
<u> </u> (Name)	<u> </u> (Title)
<u> </u> (Name)	<u> </u> (Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Luis Pimentel or any other person as may be designated by the City's Director of Public Works Engineering or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have

authority, if specified in writing by the City's Director of Public Works Engineering or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has

not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly

excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnatee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "D" and Exhibit "E" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond

until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use,

reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is

not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to

respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. 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. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

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.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

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.

9.4 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.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating

to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a California
charter city

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

Waterline Technologies, Inc.

*By: _____

Name: Thomas R Berrey

Title: General Manager

*By: _____

Name: _____

Title: _____

Address:

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

- I. Contractor will perform construction services related to the Irwindale Aquatic Center - Commercial Pool Heater Replacement Project; P-1062, which is identified in the City's Capital Improvement Program, including, but not limited to, the following (herein after referred to collectively as "Services"):**
- II. As part of the Construction Services, Contractor will deliver the following tangible work products to the City:**
 - A. Demolition of the existing pool heater units and perform complete turnkey installation of a "Direct" Pool Heater/Boiler Unit (X-Therm Model 2005A - Type P) per Specification which includes all Materials (electrical, pipes, sensors, valves, and etc.); Quality Assurance and Testing; Training; and Warranties; as specified in the bid package.**
- III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike-through~~ and additions shown in ***bold and italics***.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall complete work for the Project in accordance with the following:

BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	LS	LS	\$10,000	\$10,000
2	Construction of the Equipment Pad per Specification	LS	LS	\$3,000	\$3,000
3	Complete turnkey installation of a "Direct" Pool Heater/Boiler Unit (X-Therm Model 2005A - Type P) per Specification which includes all Materials (electrical, pipes, sensors, valves, and etc.); Quality Assurance and Testing; Training; and Warranties; as specified in the bid package.	LS	LS	\$58,500	\$58,500
4	Complete demolition and waste disposal of two existing Pool Heater Units per City of Irwindale Construction and Demolition Debris Recycling and Reuse Program	LS	LS	\$12,500	\$12,500

TOTAL BID AMOUNT IN NUMBERS: \$ 84,000.00

Eighty four thousand dollars and no cents.

(WRITTEN IN WORDS)

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS OF ANY PORTION THEREOF.

II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:

- A. Line items for all personnel describing the work performed.
- B. Line items for all materials and equipment properly charged to the Project.

- C. Line items for the price and quantity of all materials, equipment and work.
- D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed \$84,000.0 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") for payment of the penal sum of _____ **U.S. Dollars and ____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and _____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

Item #21.A.

City of
IRWINDALE
AGENDA REPORT

Date: January 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Discuss and Provide Direction Regarding Remote Participation During Public Meetings

City Manager's Recommendation:

That the City Council provide direction to staff as Council deems appropriate.

Administrative Action:

Submitted/Prepared by:

Theresa Olivares, Assistant City Manager

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

With the rise of the use of virtual platforms to host public meetings and allow public participation, many public agencies are experiencing what is colloquially being referred to as “Zoom bombing” during public comment periods. Zoom bombing occurs when multiple speakers (usually in coordination) utilize the public comment period to engage in profane, hateful, racist, or otherwise derogatory speech, unrelated to local agency business.

More than 50 public agencies have experienced some form of Zoom bombing through the use of remote participation. In response to Zoom bombers, many local agencies have stopped allowing remote teleconference participation altogether, opting to broadcast their meetings and only allowing in-person (and sometimes written) public participation. The City of Irwindale recently experienced Zoom bombers on October 25, 2023, leading the City to modify the manner in which remote attendees participate in public meetings.

Since October 25, 2023, remote attendees are able to remotely view the City's public meeting in a listen-only mode. Remote attendees desiring to provide comments are requested to submit written comments to the City Clerk's Office, and the clerk reads the comments during the public meeting. Those desiring to provide in-person public comments may still do so. Prior to October 26, 2023, remote attendees were able to 1) provide verbal comments via the teleconference platform, 2) provide written comments, and/or 3) listen in on public meetings.

While this may discourage some Zoom bombers and reduce the likelihood of occurrences, the City generally cannot prohibit people from attending a meeting in person, unless they are otherwise disturbing, impeding, or disrupting the conduct of City business.

Staff therefore requests direction from the City Council regarding remote attendees' participation in public meetings. The options are as follows:

- 1) Eliminate remote public comments, allowing only in-person or written comments, provided that the City Council is not otherwise meeting via teleconference under the Brown Act.
- 2) Resume remote public comments. Additional items for consideration under this option include:
 - a) Include a statement on the City's rules of procedure regarding discrimination and harassment into the record during the meeting.
 - b) Develop public participation rules for remote participation, including a statement for the presiding officer to read prior to the public comment period. The statement will include a warning to individuals regarding disruptions to public meetings and removal from remote participation.

Fiscal Impact:

None

Attachments:

None

Item #22.A.

City of
IRWINDALE
AGENDA REPORT

Date: January 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Proposed Use of Community Development Block Grant Allocation for Fiscal Year 2024-2025

City Manager's Recommendation:

Adopt Resolution No. 2024-01-3478, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2024-2025 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION," reading by title only and waving further reading thereof.

Administrative Action:

Submitted by:

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Prepared by:

Claudia Carlos, Finance Analyst

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

The CDBG Program is funded directly by the federal government's Department of Housing and Urban Development (HUD), whose objectives include the development of suitable living environments. The

amount of the CDBG grant to each participating city is allocated based upon population. Due to the City of Irwindale's very low population, its annual CDBG allocations are relatively low. In Fiscal Year 2024-2025, the CDBG grant allocation is estimated at \$8,245.

Public Works is proposing to use the CDBG grant for sidewalk and access ramp improvements to comply with American Disability Act (ADA) requirements. These improvements will provide adequate access to disabled persons, including those dependent upon wheelchair transportation consistent with the American Disabilities Act.

Fiscal Impact:

The use of CDBG funds will avoid the need to use General Fund monies for these required public improvements. The FY 2024-25 allocation of approximately \$8,245 is federal funds that will be appropriated as part of the budget process for the FY 2024-25 Annual Budget.

Attachments:

1. Resolution No. 2024-01-3478 - CDBG Allocation

RESOLUTION NO. 2024-01-3478

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PROPOSED USE OF THE CITY'S FISCAL
YEAR 2024-2025 LOS ANGELES URBAN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT ALLOCATION**

WHEREAS, the City of Irwindale's Community Development Block Grant Allocation ("CDBG Allocation") from the County of Los Angeles for Fiscal Year 2024-2025 is deemed to be \$8,245; and

WHEREAS, no more than 15% of the City's CDBG Allocation may be used for public services; and

WHEREAS, the City must comply with federal requirements including procurement standards and submittal of quarterly reports in order to qualify for and receive the CDBG Allocation. Additionally, CDBG funds must be used to address one of the following three objectives: benefit to low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or to meet an urgent need; and

WHEREAS, the City desires to optimally apply the limited-use grant monies with minimal corresponding administrative burdens; and

WHEREAS, there is a need to provide access ramps and repair sidewalks in the community in accordance with American Disabilities Act (ADA) in order to improve mobility of disabled persons including those dependent upon wheelchair transportation; and

WHEREAS, the City's CDBG Allocation is eligible to pay for the cost of access ramps and sidewalk improvements to help those with disabilities; and

WHEREAS, installing access ramps and improving sidewalks to improve mobility of disabled persons, including those dependent upon wheelchair transportation, would benefit disabled persons who may be low- or moderate-income, aid in the prevention or elimination of blight, and meet an urgent need, and thereby meet the national objectives for the use of CDBG Allocation; and

WHEREAS, the City of Irwindale held a duly noticed public hearing on the proposed disposition of the City's CDBG Allocation on January 10, 2024, and now wishes to authorize the use of the City's CDBG Allocation to pay for the cost of access ramps and sidewalk improvements to help those with disabilities.

NOW, THEREFORE, The City Council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby approves the proposed use of the City of Irwindale Fiscal Year 2024-2025 CDBG Allocation of estimated \$8,245 from the Los Angeles County Community Block Grant Program to fund the cost of access ramps and sidewalk repairs to improve the accessibility for people with disabilities.

SECTION 3. The City Council hereby authorizes the City Manager and Finance Director to secure receipt of the CDBG Allocation from the County and apply the funds to project expenditures stipulated herein.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 10th day of January 2024.

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-01-3478 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of January 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

DECEMBER 13, 2023
WEDNESDAY
8:56 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES

COUNCILMEMBER
GARCIA

Councilmember Garcia attended the meeting via teleconference for just cause per AB 2449.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Ambriz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 29A
MINUTES OF REGULAR
MEETING HELD
NOVEMBER 8, 2023

MINUTES OF REGULAR MEETING HELD NOVEMBER 8, 2023

The minutes of the regular meeting held November 8, 2023, were approved.

ITEM NO. 29B
WARRANTS

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 29C
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY

RESOLUTION NO.
SA 2023-93-3471
ADOPTED

Resolution No. SA 2023-93-3471, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, AND RA 2023-03-038 IN THEIR

ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY," was adopted.

ITEM NO. 29D
RESOLUTION
APPROVING A
RECOGNIZED
OBLIGATION
PAYMENT SCHEDULE
AND ADMINISTRATIVE
BUDGET

CONSIDERATION OF RESOLUTION NO. SA 2023-97-3475 OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2024, THROUGH JUNE 30, 2025

RESOLUTION NO.
2023-97-3475
ADOPTED

Resolution No. SA 2023-97-3475, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025," was adopted.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:57 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check No	Vendor No	Vendor Name	Check Date	Check Amount
	100375	ROSENO	12/07/2023	308.75
	100376	USBANK03	12/07/2023	4,235.00
Report Total (2 checks):				4,543.75

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

DECEMBER 13, 2023
WEDNESDAY
8:57 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Vice Chair Albert F. Ambriz; Chair H. Manuel Ortiz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES

BOARD MEMBER
GARCIA

Board Member Garcia attended the meeting via teleconference for just cause per AB 2449.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 35A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held November 8, 2023

ITEM NO. 35B
IRWINDALE HOUSING
AUTHORITY ANNUAL
REPORT FOR
FY 2022-2023

IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR
FISCAL YEAR (FY) 2022-2023

The FY 2022-2023 Irwindale Housing Authority Annual Report was received and filed and the Board directed that it be filed with the City of Irwindale City Clerk's Office and the Department of Housing and Community Development.

ITEM NO. 35C
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY

RESOLUTION NO.
HA 2023-07-138
ADOPTED

Resolution No. HA 2023-07-138, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2023-38-3416, SA 2023-39-3417, HA 2023-06-137, AND RA 2023-03-038 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY," was adopted.

ITEM NO. 35D
SB 341 ANNUAL
REPORT FOR FISCAL
YEAR (FY) 2022-2023

SB 341 ANNUAL REPORT FOR FISCAL YEAR (FY) 2022-2023

The SB 341 Annual Report for FY 2022-2023 was received and filed and the Board directed that such report be filed with the City of Irwindale City Clerk's Office and the Department of Housing and Community Development.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

ROBERT DIAZ

Robert Diaz commented on City Council agenda item no. 24A relating to linkage fees and suggested increasing industrial linkage fees while lowering commercial linkage fees, to which General Counsel Guerra noted that the City Council has already acted on the matter and that the matter is now closed.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:01 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary