

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AMENDED NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

JULY 27, 2022

SPECIAL MEETING - 5:00 P.M.
REGULAR MEETING - 6:30 P.M.

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access ***Pursuant to Irwindale Resolution No. 2022-68-3318***

The Irwindale City Council has authorized the conduct of hybrid meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, under the provisions of Government Code Section 54956 § E, as authorized by AB 361.

The public's health and well-being are the top priority for the City, and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting and opportunities to participate are available through the following:

In-Person at the City Council Chambers

Via Zoom Webinar at <https://us02web.zoom.us/j/87104592389>

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, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. 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



AMENDED
SPECIAL MEETING– 5:00 P.M.
CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. CONSENT CALENDAR

1. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning July 27, 2022 through August 26, 2022 (Joint City Council, Successor Agency and Housing Authority item)

Department: Administration

Recommendation: Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326, and Resolution No. HA 2022-15-125**, entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022 THROUGH AUGUST 26, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

2. Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low / Moderate Income Housing Apartment Rental Program (Housing Authority Item)

Department: Community Development

Recommendation: Approve the revised Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program Las Casitas.

D. REPORT FROM CLOSED SESSION – 6:15 PM SPECIAL MEETING ON JULY 13, 2022

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

California Government Code Section 54956.9(d)(2), (e)(1)

E. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

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

Case Number: 22STCV01394

B) Case Name: City of Irwindale As Successor Agency to the Irwindale Community
Redevelopment Agency, et al. v. County of Los Angeles

Case Number: Ventura County Superior Court Case No. 56-2015-00464100-CU-WM-
VTA

2. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)

Agency negotiator: Julian A. Miranda, City Manager and Arsanious Hanna, Director of
Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under negotiation: Sublease Price and Terms

3. Liability Claims

Pursuant to Government Code Section 54956.95:

Claimant: Fred & Becky Barbosa

Agency claimed against: City of Irwindale, Irwindale Housing Authority

F. RECONVENE IN OPEN SESSION

G. REPORT FROM CLOSED SESSION

H. ADJOURNMENT

**Special meeting agenda amended on Tuesday, July 26th to include item C2, which is highlighted and italicized. Correction made on page 1 to reflect the special meeting start time of 5:00 p.m.*

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia; H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola**
- E. CHANGES TO THE AGENDA**
- F. COUNCIL MEMBER TRAVEL REPORTS**
- G. COUNCILMEMBER COMMENTS**
- H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
 - 1. Introduction of Interim Chief Robert M. Castro
- I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Business of the Month – The Print Spot
 - 2. Certificate of Recognition to Vincent Familiari

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 (except as stated) participate it is requested that all such communications be made in writing so as 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. In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

Tier 3: In-person attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

Tier 4: Teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held July 13, 2022
2. Regular meeting held July 13, 2022

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report for June 30, 2022

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2022.

D. 4th of July Community Events

Department: Public Services

Recommendation: Approve the 4th of July Community Events as permanent events provided by the Irwindale Recreation.

E. Cancellation of the August 10, 2022 City Council Meeting

Department: Administration

Recommendation: **Adopt Resolution No. 2022-73-3323** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING THE AUGUST 10, 2022 REGULAR CITY COUNCIL MEETING".

F. Rejection of Claim: Maggie Guzman vs. City of Irwindale

Department: Administration

Recommendation: (1) Reject the claim of Maggie Guzman vs. City of Irwindale, and (2) direct staff to send a letter of rejection.

- G. Approve a Contract with California Consulting, Inc. for Grant Writing Management Services on a Month to Month, Retainer Basis

Department: Administration

Recommendation: **Adopt Resolution No. 2022-72-3322** entitled, "A RESOLUTION OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES, AND APPROPRIATING MONIES FROM THE GENERAL FUND'S UNASSIGNED FUND BALANCE".

- H. Deed Restriction Required for Prop 68 Grants

Department: Public Services

Recommendation: Authorize the City Clerk to record a deed restriction to the Alfred F. Herrera Memorial Field in Irwindale Park as part of the installation of a new lighting system and the grant funding provided by Prop 68.

- I. A Resolution to Extend the Existence of a Local Emergency Regarding the COVID-19 Pandemic

Department: Administration

Recommendation: **Adopt Resolution No. 2022-74-3324** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44".

- J. Amendment No. 2 to the Regional Food Recovery Program Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Governments

Department: Public Services

Recommendation: **Adopt Resolution No. 2022-79-3329** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT FOR THE REGIONAL FOOD RECOVERY PROGRAM AS REQUIRED BY SENATE BILL 1383 (LARA) AND CALRECYCLE REGULATIONS".

2. NEW BUSINESS

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

- A. Adopt Resolution No. 2022-77-3327 Appointing a Business Member to the Irwindale Community Foundation Board of Directors for Term ending June 30, 2024

Department: Administration

Recommendation: **Adopt Resolution No. 2022-77-3327** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA APPOINTING A MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS FOR A TERM EXPIRING JUNE 30, 2024".

- B. Adopt Resolution No. 2022-78-3328 Appointing a Voting Delegate for 2022 League of California Cities Annual Conference – Annual Business Meeting

Department: Administration

Recommendation: **Adopt Resolution No. 2022-78-3328** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE".

3. PUBLIC HEARINGS

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

4. CITY MANAGER'S REPORT**5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS**

- A. Survey of city-owned parking lots on Morada Street (Requested by Mayor Pro Tem Ambriz)
- B. Surveying along Panattoni property and Morada Street / potential Town Hall meeting (Requested by Councilmember Ortiz)

6. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

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.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held July 13, 2022
2. Regular meeting held July 13, 2022

B. Warrants

None for approval

C. Investment Quarterly Report for June 30, 2022

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2022.

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

HOUSING AUTHORITY

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.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held July 13, 2022
2. Regular meeting held July 13, 2022

B. Investment Quarterly Report for June 30, 2022

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2022.

C. Consideration of Approval – Subordination of Home Purchase Loan at 15850 Juarez Street

Department: Community Development

Recommendation: (1) Approve the request by Iris E. Espino for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Subordination Policy; and (2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form, along with other ancillary documents to further protect the Housing Authority, as presented with this Agenda Report.

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

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, and Housing Authority, to be held on July 27, 2022, be posted at the City Hall, Library, and Post Office on July 21, 2022.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☒ Successor Agency
- ☒ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022

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

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

Issue: A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning July 27, 2022 through August 26, 2022

City Manager/Executive Director's Recommendation:

Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326, and Resolution No. HA 2022-15-125**, entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022 THROUGH AUGUST 26, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

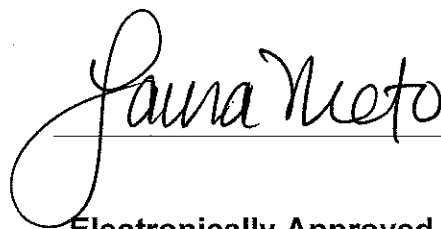
Administrative Action:

Submitted / Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney


Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager / Executive Director

Electronically Approved

Background and Analysis:

Since September 29, 2021, the City Council, jointly with the Successor Agency and Housing Authority have adopted resolutions declaring an exemption under AB361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing. The City Council, Successor Agency and Housing Authority (collectively, "City") have reviewed and adopted joint resolutions every month, ratifying the existence of a local emergency and authorizing remote hybrid meetings for all legislative bodies.

The State of California has implemented a phased rollback of the executive orders that were implemented due to COVID-19. Various remaining orders that were previously set to expire on June 30, 2022, were extended on June 17, 2022 for the duration of the state of emergency. The State's declared emergency continues to be in effect. Additionally, current guidance provided by the Los Angeles County Department of Public Health for reducing the risk of COVID-19 recommends social distancing from people outside your household when their vaccination status is unknown. As a result, the findings exist for the City to continue to conduct the public meetings under the AB 361 exemption, should this be the City's desire.

The attached joint resolution for the City Council, Successor Agency, and Housing Authority, make the findings necessary for the legislative bodies to declare an exemption under AB 361 as (1) there is an existing state of emergency declared by the Governor and (2) the Los Angeles County Department of Public Health's guidance recommends to social distance (about 6 feet away) from people outside your household or when vaccination status is unknown.

As a result, the joint Resolution modifies public meetings as follows:

- a. AB 361, attached to the Resolution as Exhibit A, regarding teleconference requirements allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) and indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;
- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

Fiscal Impact:

Conducting remote hybrid public meetings will require city staff to assist with the meeting and public participation, remotely or in-person. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the 30-day period beginning July 27, 2022 through August 26, 2022 is estimated to be approximately \$900.

Attachment:

1. Joint Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326, Resolution No. HA 2022-15-125

**RESOLUTION NO. 2022-75-3325
RESOLUTION NO. SA 2022-76-3326
RESOLUTION NO. HA 2022-15-125**

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022 THROUGH AUGUST 26, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

WHEREAS, all meetings of the legislative body are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, the Brown Act under Government code section 54953(b)(3), allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to the outbreak of a novel respiratory illness known as COVID-19; and

WHEREAS, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies

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to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2021, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under Executive Order N-35-20; and

WHEREAS, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, but only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

WHEREAS, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown, resulting in the City Council's desire to adopt a resolution incorporating AB 361 and allowing for teleconference meetings; and

WHEREAS, at a special meeting held on September 29, 2021, the City Council adopted Resolution No. 2021-86-3298 declaring an exemption under the provisions of AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021; and

WHEREAS, on October 13, 2021, the Successor Agency and Irwindale Housing Authority adopted Resolution Nos. SA 2021-92-3304 and HA 2021-05-104, which ratified the action taken by the City Council; and

Resolution No. 2022-75-3325

Resolution No. SA 2022-76-3326

Resolution No. HA 2022-15-125

WHEREAS, on October 27, 2021 (joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105), November 10, 2021 (joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and Resolution No. HA 2021-07-106), December 8, 2021 (joint Resolution No. 2021-109-3321, SA Resolution No. 2021-110-3322, HA Resolution No. HA 2021-09-108 and RA Resolution No. 2021-03-028), January 12, 2022 (joint Resolution No. 2022-02-3251, SA Resolution No. 2022-03-3252 and HA Resolution No. 2022-01-111), February 9, 2022 (joint Resolution No. 2022-11-3261, SA Resolution No. 2022-12-3262 and HA Resolution No. 2022-02-112), March 9, 2022 (joint Resolution No. 2022-20-3270, Resolution No. SA 2022-21-3271, Resolution No. HA 2022-04-114 and Resolution No. RA 2022-01-028), April 13, 2022 (joint Resolution No. 2022-30-3280, SA Resolution No. 2022-31-3281 and Resolution No. HA 2022-06-116), May 11, 2022 (joint Resolution No. 2022-45-3295, SA Resolution No. 2022-46-3296 and Resolution No. HA 2022-10-120), June 8, 2022 (joint Resolution No. 2022-57-3307, Resolution No. SA 2022-58-3308, Resolution No. HA 2022-13-123, and Resolution No. RA 2022-06-033); July 13, 2022 (Resolution No. 2022-68-3318, Resolution No. SA 2022-69-3319 and Resolution No. HA 2022-14-124) respectively the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board reviewed and declared an exemption under AB 361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for a thirty day period.

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

SECTION 1. The City Council, Successor Agency Board, and Housing Authority Board determine that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. The City Council, Successor Agency Board, and Housing Authority Board hereby consider the conditions of the state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City of Irwindale, and reaffirm, reauthorize, and continue the existence of a local emergency throughout the City.

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SECTION 3. The City Council, Successor Agency Board, and Housing Authority Board hereby find that the state of emergency declared by Governor Newsom on or about March 4, 2020 remains active and local health agencies continue to recommend measures to promote social distancing, and that the risk of infection due to COVID-19 can cause an imminent risk to attendees to in-person meetings, despite vaccination status, but especially for unvaccinated attendees, and/or those who are immunocompromised, thereby prompting the City Council, Successor Agency Board, and Housing Authority Board to reaffirm, reauthorize, and maintain the existence of a local emergency, as required by Government Code section 54953(e) *et seq.*

SECTION 4. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown. Based on such facts, findings, and determinations, the City Council Successor Agency Board, and Housing Authority Board authorize staff to conduct remote hybrid meetings for all public meetings regular and special, including City Council, Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, Irwindale Reclamation Authority Board of Commissioners, all City Commission and committee meetings, and any other meetings that would normally take place in the City Council Chambers under the provisions of Government Code Section 54953(e). As a result, the public meetings are modified as follows:

- a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements, allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;
- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-

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Resolution No. HA 2022-15-125

person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;

- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

SECTION 5. The City Manager/Executive Director or his designee is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, continuing to conduct open and public meetings in-person and remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all public meetings.

SECTION 6. Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

- a. The legislative body has reconsidered the state of emergency circumstances; and
- b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 7. The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on July 27, 2022 and shall be effective until the earlier of (i) August 26, 2022, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54593(e)(3) to extend the time during which the City's legislative bodies may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 27th day of July 2022.

01005.0001/806012.1

Larry G. Burrola, Mayor/Chair

ATTEST:

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

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Resolution No. HA 2022-15-125

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. 2022-75-3325, Resolution No. SA 2022-76-3326, and Resolution No. HA 2022-15-125 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 27th day of July 2022, by the following vote:

AYES: Councilmembers/Agency Members:

NOES: Councilmembers/Agency Members:

ABSTAIN: Councilmembers/Agency Members:

ABSENT: Councilmembers/Agency Members:

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

01005.0001/806012.1

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

- ☐ City Council
- ☐ Successor Agency
- ☒ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program

City Manager's Recommendation:

Approve the revised Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program Las Casitas.

Administrative Action:

Prepared by:

Jamie Traxler, Assistant General Counsel

Electronically Approved

Submitted by:

Marilyn Simpson, Community Development Director
(626) 430-2209

Marilyn Simpson

Reviewed by:

Adrian R. Guerra, General Counsel

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, Executive Director

Julian A. Miranda

Background and Analysis:

As requested by the Irwindale Housing Authority ("IHA") Board ("Board") at the meeting of July 21, 2022, this matter is placed on the agenda for the Board to approve the final changes to the IHA Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program (Guidelines).

The attached Redline Version and Final Version of the Guidelines encompass the following summarized changes:

- Procedures for maintaining a waiting list
- Gives Veterans a priority rating of 1 for the Second Priority Category
- Adds a priority rating of 1 for people who are Homeless or Displaced for the Third Priority Category
- Adds a definition for Displaced and Homeless; A person who is displaced is tantamount to a person who is homeless.
- Reduces Category A Continuous Resident Priority from 15 years to 5 years for the Final Priority Category.

It is therefore recommended that the Board approve the July 27, 2022 revised Guidelines.

Fiscal Impact:

None

Attachment2:

1. Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program (Revised: July 27, 2022 – Redline Version)
2. Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program (Revised: July 27, 2022 – Final Version)

**IRWINDALE HOUSING AUTHORITY
GUIDELINES, POLICIES AND
PROCEDURES FOR
SENIOR LOW/MODERATE INCOME
HOUSING APARTMENT RENTAL
PROGRAM**

Adopted by the:

Irwindale Housing Authority

Approved: March 9, 2011

Revised: May 26, 2021

Revised: November 10, 2021

Revised: July 27, 2022

GUIDELINES, POLICIES, AND PROCEDURES

SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") has a goal of providing a multi-family housing stock for Irwindale residents to replace existing substandard housing units and to create safe and sanitary rental opportunities for seniors.

SECTION 2. PROGRAM GUIDELINES, POLICIES AND PROCEDURES

A. Definitions

1. Applicant

A person/family submitting a formal application for consideration and determination of eligibility to rent an apartment hereunder.

2. Application Deadline

The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for each apartment unit that becomes available.

3. Conflict of Interest

Authority Board members and officers, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the apartment project are similarly deemed to have a conflict of interest.

4. Continuous Resident

A "Continuous. Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale ~~since for~~ at least a fifteen-five (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. Disabled Family

- (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

- (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; .
 - (ii) a record of such an impairment; or
 - (iii) being regarded as having such an impairment (42 U.S.C. §12102.)
- (b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:
- (c) “Physical or mental impairment” includes:
 - (i) Any physiological disorder or condition, cosmetic; disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness; and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.
- (d) “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (e) “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical . impairment that substantially limits one or more major life activities.
- (f) “Is regarded as having an impairment" means:
 - (i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

- (ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or
- (iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

6. Displaced

A person that moves from a place of real property, or removes their personal property from the place of real property, permanently, as a direct result of the acquisition, rehabilitation or demolition of such real property, in whole or in part by public or private action.

6.7. Former Resident

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

7.8. Handicapped Person

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family, (See: "*Disabled Family*".)

9. Homeless

A person who is homeless is:

- (a) An individual lacking a primary nighttime, fixed, regular, and adequate residence fit for human habitation and who is currently residing in a public or private place not meant for human habitation within the jurisdictional boundaries of Irwindale; or

- (b) An individual at imminent risk of homelessness within the jurisdictional boundaries of Irwindale who:

 - (i) has not had a lease, ownership interest, or occupancy agreement for permanent housing during the 90 days prior to the submission of the Application;
 - (ii) has not identified or obtained any other subsequent or permanent residence; and
 - (iii) during the same 90-day period prior to submission of the Application lacked the financial resources needed to obtain other permanent housing based on the Affordable Rent requirements as set forth in the Disposition and Development Agreement and Regulatory Agreement by and between the Irwindale Housing Authority and the Northridge Group, Inc.
- (c) An Applicant may qualify for the homeless preference by providing either of the following documentation:

 - (i) A notarized affidavit signed under penalty of perjury by the Applicant and one reference familiar with the Applicant's situation certifying that the Applicant is homeless or at imminent risk of homelessness within the jurisdictional boundaries of Irwindale, that no permanent or subsequent residence has been identified or obtained, and that within the 90-day period prior to submitting the Application, the individual lacked the financial resources needed to obtain other permanent housing;
 - (ii) Written confirmation by a third-party non-profit organization or any public service agency or outreach program certifying that the Applicant is homeless or at imminent risk of homelessness within the jurisdictional boundaries of Irwindale; or
 - (iii) A notice of eviction or a court order resulting from an eviction for an address located within the jurisdictional boundaries of Irwindale.
- (d) An applicant who wishes to qualify as homeless must provide corresponding bank statements and tax returns (if applicable) necessary to verify income and lack of financial resources for the 90-days prior to application submittal.

8.10. Immediate Family Member

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

9.11. Income Qualification Criteria

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit “A” hereto, which may be amended from time to time without formal action by the Authority or CRA to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

10.12. Interrupted Resident

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

11.13. Non-resident

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

12.14. Renter

An applicant successfully completing the application process and renting an apartment hereunder.

13.15. Senior

A Senior is a person who is at least sixty-two (62) years of age or older.

14.16. Shared Renter

Persons sharing rental accommodations with unrelated persons.

15.17. Veteran

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

B. Eligibility Criteria

Since the Senior Apartment Rental Program is an apartment rental program, there are two (2) primary criteria which must be met to determine eligibility:

1. Income eligibility under § 2.A.9, above.
2. Be a Senior as specified in § 2.A.12, above.

C. Priorities

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria, shall be processed based upon the following priority schedule and the application procedures in Section 2.D. The following priorities are used to establish the order of placement on the waiting list:

1. First Priority Criteria

- (a) Extremely low income persons/family - nine (9) apartment units
[subject to modification]
- (b) Very low income persons/family - six (6) apartment units
[subject to modification]
- (c) Low income persons/families - five (5) apartment units
[subject to modification]
- (d) Moderate income persons/families - five (5) apartment units
[subject to modification]

A primary goal of the Authority is to create, to the extent feasible, sufficient new rental units to meet the projected needs of Irwindale Seniors. Accordingly, and notwithstanding the initial allocations established in § 2. C.1, above, pertaining to the number of units allocated among the income categories, the Authority reserves the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of Irwindale Seniors.

2. Second Priority Criteria

- (a) Disabled Family or Veteran Priority 1
- (b) None of the above~~Veteran~~ Priority 2
- ~~None of the above~~—Priority 3

3. Third Priority Criteria

- (a) Persons who are Homeless or Displaced

~~(a)~~(b) Shared Renter for longer than one (1) year prior to Application - Priority 1.

~~(b)~~(c) Shared Renter for less than (1) year prior to Application - Priority 2.

~~(e)~~(d) Persons residing in rental accommodations (single/married) for longer than one (1) year prior to Application - Priority 3.

~~(d)~~(e) Persons residing in rental accommodations (single/married) for less than one (1) year prior to Application - Priority 4.

~~(e)~~(f) Persons owning residence or other residential real property - Priority 5.

~~(f)~~(g) None of the above – Priority 6.

4. **Final Priority Criteria**

(a) Category A Continuous Irwindale Resident - Priority 1

(b) Category B Continuous Resident - Priority 2

(c) Interrupted Resident - Priority 3

(d) Former Resident - Priority 4

(e) Immediate Family Member - Priority 5

(f) None of the above - Priority 6

D. **Application Procedure**

1. **Applications**

(a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i).). Appropriate assistance in completing the Application will be provided to interested persons, if requested.

(b) Applications shall be submitted for review and screening.

- (c) Applications will then be assigned to the appropriate First Priority classification under § 2.C.1.
- (d) Within each primary eligibility classification (or priority), the Applications will be further prioritized according to the Second Priority Criteria set forth in § 2.C.2, above.
- (e) Applications will be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.
- (f) Applications will be finally prioritized within each classification by the Final Eligibility Criteria set forth in § 2.C.4.
- (g) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a Displaced Person (Priority 1), Shared Renter (Priority 1) and a Continuous Resident (Priority 1) will have a total Priority Rating of 3 and would be ranked higher than a person who is a “none of the above” (Priority 4), Property Owner (Priority 5) and an Immediate Family Member (Priority 5) with a total Priority Rating of 13.
- (h) The Executive Director shall be vested with the authority to make the final determination of priority ratings which will be presented to the Board for informational purposes only. In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by chronological order based on the time stamp of receipt by the Authority on the Applicant’s complete Application. by a random blind drawing publicly conducted by the Board during a duly noticed Board meeting.
- (i) The Authority staff will verify the following data:
 - (i) name and address
 - (ii) residence requirement
 - (iii) employment
 - (iv) income
 - (v) existing equity/assets (if applicable)
 - (vi) credit history

- (vii) property ownership
- (j) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.
- (k) If Authority staff is unable to verify necessary information through Documentation as described in Section (D)(1)(j) herein, Authority staff may request and accept a submitted affidavit signed under penalty of perjury to verify any such required information.
- (l) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.
- (m) Ineligible Applicants shall be notified, in writing, with a statement indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.
- (n) Eligible Applicants ~~shall~~ will be notified and be placed on a waiting list in order of priority. The waiting list will be maintained by the Authority for one year, and may be opened or closed upon the discretion of the Authority. The waiting list may be purged by mailing a notice to all Applicants requesting current information and confirmation of continued interest in the program. Applicants who fail to respond within thirty (30) calendar days will be removed from the waiting list.
- (o) Applicants will be awarded a unit based upon availability and priority ranking. Applicants who are awarded a unit may be required to re-certify information at the time of award to ensure that the information submitted to the Authority is accurate and current. Applicants who are awarded a unit will be mailed the necessary rental agreement documents to begin processing the rental application. The Authority will provide such assistance as may be necessary to ensure timely and complete submissions.

~~mailed the necessary rental agreement documents to begin processing the rental application. The Authority will provide such assistance as may be necessary to ensure timely and complete submissions.~~

2. **Insufficient Eligible Applications**

- (a) If there are insufficient eligible Applicants during the first thirty (30) days of the Application Deadline, the Board may authorize additional time for further applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.
- (b) Priority for Applicants shall be strictly maintained in accordance with the waiting list for the application period during which submittal occurred. ~~Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.~~
- (c) Once rental agreement documents have been approved, then a move-in date will be established.

3. **Hearing Procedures**

- (a) **Matters Subject to a Hearing.** The following matters shall be subject to a hearing under these guidelines:
 - (i) Appeals by an Applicant whom has been deemed ineligible for the housing Program;
 - (ii) Revocation or Termination of any housing award given under this housing program due to improper determinations of Applicant eligibility including:
 - (A) Failure to provide accurate statements of all information requested in the application, including, but not limited to, address, residency, income, assets, expenses, and family composition at the time of the application such that, the Applicant was ineligible for the housing program at the time of the award;
 - (B) Housing awards that are inconsistent with, or not authorized by, policy.
- (b) **Notice Requirements.** Irwindale Housing Authority staff is authorized and shall provide an Applicant a minimum ten (10) calendar days written notice of a hearing scheduled to take place under these Guidelines. Notice shall include the date, time, and place of the public hearing, the identity of the hearing body, a general explanation of the matter to be considered or action to be

taken by the Irwindale Housing Authority, and a general description of the location of the real property, if any, that is the subject of the hearing.

The Irwindale Housing Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. The Housing Authority must be notified within three (3) calendar days of the scheduled time of the hearing if special accommodations are required.

- (c) **Administrative Hearing Panel.** The Irwindale Housing Authority Board shall be the designated Hearing Panel presiding over a hearing under this section. In order to conduct a hearing under these guidelines, a quorum of the Irwindale Housing Authority Board must be present on the Hearing Panel at all times in accordance with Irwindale Municipal Code section 2.32.050. The Board shall have the option, in its sole discretion, to designate a different hearing officer or panel. All procedures described herein shall apply to the designated hearing officer or panel.
- (d) **Hearing Procedures and Evidence.** The hearing shall be informal in nature, and formal rules of evidence and discovery do not apply. The hearing shall be open to public observation and nothing herein shall preclude the use of telephonic or other electronic means of communication if deemed appropriate by the Hearing Panel.
 - (i) The Irwindale Housing Authority shall make available a copy of these governing procedures to the Applicant whom the action is directed.
 - (ii) Each party shall have the opportunity to provide testimony and evidence in support of his or her case. The evidentiary record submitted by the parties shall be accepted by the Hearing Panel as prima facie evidence of the respective facts contained in therein. Any document or evidence not submitted at the hearing may not be relied upon by the Hearing Panel in rendering a decision. The Hearing Panel may only consider evidence that is made part of the record at the hearing and relevant to the issues raised in the notice and may disregard any other matter.
 - (iii) The failure of any applicant to appear at the hearing will constitute a forfeiture of the hearing, a failure to exhaust administrative remedies, and the order of the Hearing Panel will become the final determination.

- (iv) An audio recording or transcript shall be taken of any hearing which takes place under these guidelines. A copy of any such audio recording or transcript shall be provided to the Appellant upon request, and the Irwindale Housing Authority may charge a fee sufficient to cover the actual cost of copying said transcript or audio recording.
- (e) **Written Decision.** After considering all of the testimony and evidence submitted at the hearing, the Hearing Panel must issue a written decision within seven (7) business days of the hearing. The written decision may be in the form of a resolution adopted by the Housing Authority Board. The Hearing Panel will use preponderance of the evidence as the standard of evidence in deciding issues. The written decision shall include a statement of the factual and legal basis for the decision.
 - (i) The statement of the factual basis for the decision shall be based exclusively on the evidence of record in the proceeding and on matters officially noticed in the proceeding. The written decision shall include a reference to judicial review of the Hearing Panel's final decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. The decision of the Hearing Panel shall be final when issued.
 - (ii) The written decision shall be sent to all parties by certified mail, return receipt requested. The written decision shall be deemed issued and final when mailed.
- (f) **Judicial Review.** A final decision issued by the Hearing Panel may be subject to judicial review within ninety (90) days following the date of the final decision pursuant to California Code of Civil Procedure sections 1094.5 and 1094.6. Computation of the time to appeal shall be governed by the Code of Civil Procedure.

**IRWINDALE HOUSING AUTHORITY
GUIDELINES, POLICIES AND
PROCEDURES FOR
SENIOR LOW/MODERATE INCOME
HOUSING APARTMENT RENTAL
PROGRAM**

Adopted by the:

Irwindale Housing Authority

Approved: March 9, 2011

Revised: May 26, 2021

Revised: November 10, 2021

Revised: July 27, 2022

GUIDELINES, POLICIES, AND PROCEDURES

SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") has a goal of providing a multi-family housing stock for Irwindale residents to replace existing substandard housing units and to create safe and sanitary rental opportunities for seniors.

SECTION 2. PROGRAM GUIDELINES, POLICIES AND PROCEDURES

A. Definitions

1. Applicant

A person/family submitting a formal application for consideration and determination of eligibility to rent an apartment hereunder.

2. Application Deadline

The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for each apartment unit that becomes available.

3. Conflict of Interest

Authority Board members and officers, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the apartment project are similarly deemed to have a conflict of interest.

4. Continuous Resident

A "Continuous. Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale for at least a five (5) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. Disabled Family

- (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:

- (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; .
 - (ii) a record of such an impairment; or
 - (iii) being regarded as having such an impairment (42 U.S.C. §12102.)
- (b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:
- (c) “Physical or mental impairment” includes:
 - (i) Any physiological disorder or condition, cosmetic; disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness; and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.
- (d) “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (e) “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical . impairment that substantially limits one or more major life activities.
- (f) “Is regarded as having an impairment" means:
 - (i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;

- (ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or
- (iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

6. Displaced

A person that moves from a place of real property, or removes their personal property from the place of real property, permanently, as a direct result of the acquisition, rehabilitation or demolition of such real property, in whole or in part by public or private action.

7. Former Resident

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

8. Handicapped Person

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family, (See: "*Disabled Family*".)

9. Homeless

A person who is homeless is:

- (a) An individual lacking a primary nighttime, fixed, regular, and adequate residence fit for human habitation and who is currently residing in a public or private place not meant for human habitation within the jurisdictional boundaries of Irwindale; or

- (b) An individual at imminent risk of homelessness within the jurisdictional boundaries of Irwindale who:
 - (i) has not had a lease, ownership interest, or occupancy agreement for permanent housing during the 90 days prior to the submission of the Application;
 - (ii) has not identified or obtained any other subsequent or permanent residence; and
 - (iii) during the same 90-day period prior to submission of the Application lacked the financial resources needed to obtain other permanent housing based on the Affordable Rent requirements as set forth in the Disposition and Development Agreement and Regulatory Agreement by and between the Irwindale Housing Authority and the Northridge Group, Inc.
- (c) An Applicant may qualify for the homeless preference by providing either of the following documentation:
 - (i) A notarized affidavit signed under penalty of perjury by the Applicant and one reference familiar with the Applicant's situation certifying that the Applicant is homeless or at imminent risk of homelessness within the jurisdictional boundaries of Irwindale, that no permanent or subsequent residence has been identified or obtained, and that within the 90-day period prior to submitting the Application, the individual lacked the financial resources needed to obtain other permanent housing;
 - (ii) Written confirmation by a third-party non-profit organization or any public service agency or outreach program certifying that the Applicant is homeless or at imminent risk of homelessness within the jurisdictional boundaries of Irwindale; or
 - (iii) A notice of eviction or a court order resulting from an eviction for an address located within the jurisdictional boundaries of Irwindale.
- (d) An applicant who wishes to qualify as homeless must provide corresponding bank statements and tax returns (if applicable) necessary to verify income and lack of financial resources for the 90-days prior to application submittal.

10. Immediate Family Member

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

11. Income Qualification Criteria

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit “A” hereto, which may be amended from time to time without formal action by the Authority or CRA to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

12. Interrupted Resident

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

13. Non-resident

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

14. Renter

An applicant successfully completing the application process and renting an apartment hereunder.

15. Senior

A Senior is a person who is at least sixty-two (62) years of age or older.

16. Shared Renter

Persons sharing rental accommodations with unrelated persons.

17. Veteran

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

B. Eligibility Criteria

Since the Senior Apartment Rental Program is an apartment rental program, there are two (2) primary criteria which must be met to determine eligibility:

1. Income eligibility under § 2.A.9, above.
2. Be a Senior as specified in § 2.A.12, above.

C. Priorities

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria, shall be processed based upon the following priority schedule and the application procedures in Section 2.D. The following priorities are used to establish the order of placement on the waiting list:

1. First Priority Criteria

- (a) Extremely low income persons/family - nine (9) apartment units
[subject to modification]
- (b) Very low income persons/family - six (6) apartment units
[subject to modification]
- (c) Low income persons/families - five (5) apartment units
[subject to modification]
- (d) Moderate income persons/families - five (5) apartment units
[subject to modification]

A primary goal of the Authority is to create, to the extent feasible, sufficient new rental units to meet the projected needs of Irwindale Seniors. Accordingly, and notwithstanding the initial allocations established in § 2. C.1, above, pertaining to the number of units allocated among the income categories, the Authority reserves the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of Irwindale Seniors.

2. Second Priority Criteria

- (a) Disabled Family or Veteran Priority 1
- (b) None of the above Priority 2

3. Third Priority Criteria

- (a) Persons who are Homeless or Displaced

- (b) Shared Renter for longer than one (1) year prior to Application - Priority 1.
- (c) Shared Renter for less than (1) year prior to Application - Priority 2.
- (d) Persons residing in rental accommodations (single/married) for longer than one (1) year prior to Application - Priority 3.
- (e) Persons residing in rental accommodations (single/married) for less than one (1) year prior to Application - Priority 4.
- (f) Persons owning residence or other residential real property - Priority 5.
- (g) None of the above – Priority 6.

4. Final Priority Criteria

- (a) Category A Continuous Irwindale Resident - Priority 1
- (b) Category B Continuous Resident - Priority 2
- (c) Interrupted Resident - Priority 3
- (d) Former Resident - Priority 4
- (e) Immediate Family Member - Priority 5
- (f) None of the above - Priority 6

D. Application Procedure

1. Applications

- (a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i).). Appropriate assistance in completing the Application will be provided to interested persons, if requested.
- (b) Applications shall be submitted for review and screening.

- (c) Applications will then be assigned to the appropriate First Priority classification under § 2.C.1.
- (d) Within each primary eligibility classification (or priority), the Applications will be further prioritized according to the Second Priority Criteria set forth in § 2.C.2, above.
- (e) Applications will be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.
- (f) Applications will be finally prioritized within each classification by the Final Eligibility Criteria set forth in § 2.C.4.
- (g) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a Displaced Person (Priority 1), Shared Renter (Priority 1) and a Continuous Resident (Priority 1) will have a total Priority Rating of 3 and would be ranked higher than a person who is a “none of the above” (Priority 4), Property Owner (Priority 5) and an Immediate Family Member (Priority 5) with a total Priority Rating of 13.
- (h) The Executive Director shall be vested with the authority to make the final determination of priority ratings which will be presented to the Board for informational purposes only. In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by chronological order based on the time stamp of receipt by the Authority on the Applicant’s complete Application.
- (i) The Authority staff will verify the following data:
 - (i) name and address
 - (ii) residence requirement
 - (iii) employment
 - (iv) income
 - (v) existing equity/assets (if applicable)
 - (vi) credit history
 - (vii) property ownership

- (j) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.
- (k) If Authority staff is unable to verify necessary information through Documentation as described in Section (D)(1)(j) herein, Authority staff may request and accept a submitted affidavit signed under penalty of perjury to verify any such required information.
- (l) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.
- (m) Ineligible Applicants shall be notified, in writing, with a statement indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.
- (n) Eligible Applicants will be notified and placed on a waiting list in order of priority. The waiting list will be maintained by the Authority for one year, and may be opened or closed upon the discretion of the Authority. The waiting list may be purged by mailing a notice to all Applicants requesting current information and confirmation of continued interest in the program. Applicants who fail to respond within thirty (30) calendar days will be removed from the waiting list.
- (o) Applicants will be awarded a unit based upon availability and priority ranking. Applicants who are awarded a unit may be required to re-certify information at the time of award to ensure that the information submitted to the Authority is accurate and current. Applicants who are awarded a unit will be mailed the necessary rental agreement documents to begin processing the rental application. The Authority will provide such assistance as may be necessary to ensure timely and complete submissions.

2. Insufficient Eligible Applications

- (a) If there are insufficient eligible Applicants during the first thirty (30) days of the Application Deadline, the Board may authorize additional time for further applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.
- (b) Priority for Applicants shall be strictly maintained in accordance with the waiting list for the application period during which submittal occurred.
- (c) Once rental agreement documents have been approved, then a move-in date will be established.

3. **Hearing Procedures**

- (a) **Matters Subject to a Hearing.** The following matters shall be subject to a hearing under these guidelines:
 - (i) Appeals by an Applicant whom has been deemed ineligible for the housing Program;
 - (ii) Revocation or Termination of any housing award given under this housing program due to improper determinations of Applicant eligibility including:
 - (A) Failure to provide accurate statements of all information requested in the application, including, but not limited to, address, residency, income, assets, expenses, and family composition at the time of the application such that, the Applicant was ineligible for the housing program at the time of the award;
 - (B) Housing awards that are inconsistent with, or not authorized by, policy.
- (b) **Notice Requirements.** Irwindale Housing Authority staff is authorized and shall provide an Applicant a minimum ten (10) calendar days written notice of a hearing scheduled to take place under these Guidelines. Notice shall include the date, time, and place of the public hearing, the identity of the hearing body, a general explanation of the matter to be considered or action to be taken by the Irwindale Housing Authority, and a general description of the location of the real property, if any, that is the subject of the hearing.

The Irwindale Housing Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. The Housing Authority must be notified within three (3)

calendar days of the scheduled time of the hearing if special accommodations are required.

- (c) **Administrative Hearing Panel.** The Irwindale Housing Authority Board shall be the designated Hearing Panel presiding over a hearing under this section. In order to conduct a hearing under these guidelines, a quorum of the Irwindale Housing Authority Board must be present on the Hearing Panel at all times in accordance with Irwindale Municipal Code section 2.32.050. The Board shall have the option, in its sole discretion, to designate a different hearing officer or panel. All procedures described herein shall apply to the designated hearing officer or panel.
- (d) **Hearing Procedures and Evidence.** The hearing shall be informal in nature, and formal rules of evidence and discovery do not apply. The hearing shall be open to public observation and nothing herein shall preclude the use of telephonic or other electronic means of communication if deemed appropriate by the Hearing Panel.
 - (i) The Irwindale Housing Authority shall make available a copy of these governing procedures to the Applicant whom the action is directed.
 - (ii) Each party shall have the opportunity to provide testimony and evidence in support of his or her case. The evidentiary record submitted by the parties shall be accepted by the Hearing Panel as prima facie evidence of the respective facts contained in therein. Any document or evidence not submitted at the hearing may not be relied upon by the Hearing Panel in rendering a decision. The Hearing Panel may only consider evidence that is made part of the record at the hearing and relevant to the issues raised in the notice and may disregard any other matter.
 - (iii) The failure of any applicant to appear at the hearing will constitute a forfeiture of the hearing, a failure to exhaust administrative remedies, and the order of the Hearing Panel will become the final determination.
 - (iv) An audio recording or transcript shall be taken of any hearing which takes place under these guidelines. A copy of any such audio recording or transcript shall be provided to the Appellant upon request, and the Irwindale Housing Authority may charge a fee sufficient to cover the actual cost of copying said transcript or audio recording.

- (e) **Written Decision.** After considering all of the testimony and evidence submitted at the hearing, the Hearing Panel must issue a written decision within seven (7) business days of the hearing. The written decision may be in the form of a resolution adopted by the Housing Authority Board. The Hearing Panel will use preponderance of the evidence as the standard of evidence in deciding issues. The written decision shall include a statement of the factual and legal basis for the decision.
 - (i) The statement of the factual basis for the decision shall be based exclusively on the evidence of record in the proceeding and on matters officially noticed in the proceeding. The written decision shall include a reference to judicial review of the Hearing Panel's final decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. The decision of the Hearing Panel shall be final when issued.
 - (ii) The written decision shall be sent to all parties by certified mail, return receipt requested. The written decision shall be deemed issued and final when mailed.
- (f) **Judicial Review.** A final decision issued by the Hearing Panel may be subject to judicial review within ninety (90) days following the date of the final decision pursuant to California Code of Civil Procedure sections 1094.5 and 1094.6. Computation of the time to appeal shall be governed by the Code of Civil Procedure.

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

CC, SA & HA
Item 1A1

**JULY 13, 2022
WEDNESDAY
5:08 P.M.**

The Irwindale **CITY COUNCIL, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY, and HOUSING AUTHORITY** met in special joint session at the above time and place.

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager / Executive Director;
Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Ortiz absent at the time of the Roll Call vote.

ITEM NO. 1A

**A RESOLUTION TO
RE-RATIFY THE
EXISTENCE OF A
LOCAL EMERGENCY
AND AUTHORIZE
REMOTE MEETINGS
FOR THE LEGISLATIVE
BODIES OF THE CITY
OF IRWINDALE FOR
THE 30-DAY PERIOD
BEGINNING JULY 13,
2022 THROUGH
AUGUST 12, 2022**

**A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL
EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE
LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-
DAY PERIOD BEGINNING JULY 13, 2022 THROUGH
AUGUST 12, 2022**

**RESOLUTIONS
ADOPTED**

**Joint Resolution Nos. 2022-68-3318, SA 2022-69-3319, and HA
2022-14-124, entitled:**

**"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF
THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE OF
THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR
NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE
HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY**

OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 13, 2022, THROUGH AUGUST 12, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

RECESS TO
CLOSED SESSION

At 5:12 p.m., the City Council, Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority met in Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394

ACTION: Discussed, direction provided; no reportable action taken. Councilmember Breceda declared a potential conflict of interest, abstained from discussing this item, and exited the meeting room.

Name of Case: City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, et al. v. County of Los Angeles

Case Number: Ventura County Superior Court Case No. 56-2015-00464100-CU-WM-VTA

ACTION: Discussed; no reportable action taken. Councilmember Breceda declared a potential conflict of interest, abstained from discussing this item, and exited the meeting room.

Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiators: Julian A. Miranda, City Manager and Arsanious Hanna, Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Discussed, direction provided; no reportable action taken

Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Fred & Becky Barbosa
Agency Claimed Against: City of Irwindale, Irwindale Housing Authority

ACTION: Discussed; direction provided; no reportable action taken

Public Employee Discipline / Dismissal / Release

Pursuant to Government Code Section 54954.5(e)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee).

ACTION: Discussed; no reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:41 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:43 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A2

**JULY 13, 2022
WEDNESDAY
6:44 P.M.**

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

ROLL CALL:

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

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Jamie Traxler, Assistant City Attorney Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Iris Espino, Assistant to the City Manager; Priscilla Zepeda, Recreation Manager; and Laura Nieto, Chief Deputy City Clerk

**CHANGES TO THE
AGENDA**

CITY MANAGER
MIRANDA

City Manager Miranda noted that Item No. 1F would be pulled from the agenda and will be continued to a future meeting.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**COUNCILMEMBER
COMMENTS**

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz congratulated Recreation Department staff on the success of the 4th of July activities.

MAYOR BURROLA

Mayor Burrola spoke on the wonderful activities of the Red, White, and You BBQ and thanked staff and all involved in its success. He also congratulated the recipients of the scholarships offered by United Rock: Noemi Torres, Rudy Gallardo Jr., and Jessica Fraijo. He then requested that the meeting be adjourned in memory of Joseph Vela.

COUNCILMEMBER
BRECEDA

Councilmember Breceda reminded the Council of an open house to be held tomorrow at 600 Live Oak Avenue.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

OATH OF OFFICE
TO IRWINDALE
POLICE OFFICER
LUIS AMESOLA

OATH OF OFFICE TO IRWINDALE POLICE OFFICER LUIS
AMESOLA

Brief background information was provided on Officer Amesola and Mayor Burrola administered the Oath of Office.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

PROCLAMATION
PROCLAIMING
PARKS & RECREATION
MONTH

PROCLAMATION PROCLAIMING PARKS & RECREATION
MONTH

The proclamation was made.

CERTIFICATE OF
RECOGNITION –
KHALALAH TODD

CERTIFICATE OF RECOGNITION – KHALALAH TODD

The certificate was presented.

**SPONTANEOUS
COMMUNICATIONS**

VERONICA BARBOSA
LARA

Veronica Barbosa Lara submitted a written statement wherein she noted rising costs and ongoing inflation, and requested that the Council consider providing resident seniors with solutions to meet their needs, such as hosting food drives.

DENA ZEPEDA

Dena Zepeda spoke on an incident with the Recreation Department wherein she alleges that a child was not allowed to participate in an activity, and stated that the residents have a right to know the status of the Chief of Police and Police Lieutenant who are away from the office on leave.

CARMEN ROMAN

Carmen Roman agreed with Dena Zepeda and requested that the City Manager and Director Rodriguez address the situation that Dena Zepeda mentioned regarding the Recreation Department. She also asked that the city provide information regarding the status of the Chief of Police and Police Lieutenant.

FRED BARBOSA

Fred Barbosa made claims that the city has breached a contract that it has entered into with him to improve his house. He then spoke on his expenditures in repairing his home, which he felt should be covered by the city. He made allegations of corruption by staff, and noted that the Council previously reimbursed another individual who conducted unpermitted work on the curb fronting his house.

BECKY BARBOSA

Becky Barbosa reiterated Mr. Barbosa's claims and stated that she felt discriminated against as a female resident.

DIRECTOR RODRIGUEZ

Director Rodriguez noted that the Irwindale Educational Foundation has been renamed to "Irwindale Education Fund," and invited all to a Casino Night fundraiser to be held at the Irwindale Brew Yard on July 22.

BECKY BARBOSA	Becky Barbosa commended the Police Department for its patrols on the 4 th of July.
TONY NARANJO	Tony Naranjo thanked Councilmember Ortiz, City Manager Miranda, and representatives of the Police Department for following-up on issues on Morada Street, which resulted from work performed by Panattoni. He noted that the parking lots at the site have conditions that render them unsafe, including the presence of homeless individuals, and requested Council follow-up on his concerns.
TERESA ORTIZ	Teresa Ortiz commended Recreation Department staff for their hard work on the 4 th of July festivities, particularly Manager Zepeda. She also thanked Ms. Khalalah Todd for organizing the non-resident vendor booths and the Parks and Recreation Commission for its participation.
DENA ZEPEDA	Dena Zepeda made allegations against housing staff and stated that she was forced to remove her husband's name from the title of her home. She further alleged that housing funding has gone missing and suggested that staff follow-up on the issues at Morada Street brought up by Mr. Naranjo.
LINDA MAREZ	Linda Marez noted the high turnout of the 4 th of July activities and spoke highly of the event. She also stated that the personnel matters involving the Chief of Police and Police Lieutenant are confidential and that the public is not entitled to know their details.
COUNCILMEMBER BRECEDA	Councilmember Breceda spoke on his efforts to assist in alleviating the concerns of the Morada Street residents.
CITY ATTORNEY GUERRA	City Attorney Guerra stated that the city respects, understands, and appreciates the public's desire for information regarding the Police Department, and noted that the city takes its obligation seriously to ensure transparency and ensure the public's trust in Irwindale and its Police Department. However, for the integrity of employees and internal protocols and procedures relating to personnel matters, information cannot be disclosed at this time, though information will be disclosed at the appropriate time.

CONSENT CALENDAR

MOTION	A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was unanimously approved, with the exception of Item No. 1F, which was removed from the agenda.
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ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special meeting held June 22, 2022
- 2) Regular meeting held June 22, 2022

ITEM NO. 1B
WARRANTS /
DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
PROPOSED END OF
YEAR CLOSURE OF
CITY FACILITIES FOR
2022

PROPOSED END-OF-YEAR CLOSURE OF CITY FACILITIES FOR
2022

The closure of some city facilities during the period of Monday, December 26, 2022, through and including Sunday, January 8, 2023, was approved and the City Manager was authorized to implement said closure.

ITEM NO. 1D
MEASURE A GRANT
FUNDS

MEASURE A GRANT FUNDS

The City Manager, Assistant City Manager, and Public Services Director were appointed as City Representatives and were authorized to apply for, accept, and administer all Measure A grant funds, and,

RESOLUTION NO.
2022-67-3317
ADOPTED

Resolution No. 2022-67-3317, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RESCINDING RESOLUTION NO. 2020-12-3172 IN ITS ENTIRETY, AND AUTHORIZING CITY STAFF TO APPLY FOR, ACCEPT, AND ADMINISTER ANY AND ALL MEASURE A GRANT FUNDS FOR THE CITY OF IRWINDALE," was adopted.

ITEM NO. 1E
CLAIMS TIME
TOLLING POLICY

CLAIMS TIME TOLLING POLICY

RESOLUTION NO.
2022-71-3321
ADOPTED

Resolution No. 2022-71-3321, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, DELEGATING JOINT AUTHORITY TO THE CITY MANAGER AND THE CITY ATTORNEY TO ENTER INTO AGREEMENTS TO TOLL THE TIME FOR RESPONSE TO CLAIMS UNDER THE GOVERNMENT CLAIMS ACT," was adopted.

ITEM NO. 1F
RELEASE OF BONDS
FOR PARCEL MAP
72864 – 16203-16233
ARROW HIGHWAY

RELEASE OF BONDS FOR PARCEL MAP 72864 – 16203-16233
ARROW HIGHWAY

This item was removed from the agenda.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
CONSIDERATION OF
RESOLUTION
APPROVING THE
HIRING OF A RETIRED
ANNUITANT AS
INTERIM CHIEF OF
POLICE FOR A
LIMITED DURATION
OF TIME

CONSIDERATION OF RESOLUTION APPROVING THE HIRING
OF A RETIRED ANNUITANT AS INTERIM CHIEF OF POLICE FOR
A LIMITED DURATION OF TIME

CITY MANAGER
MIRANDA

City Manager Miranda presented the report.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz stated that, after reviewing the staff report and
in speaking with Mr. Robert Castro, he felt comfortable in approving
the contract.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz spoke in favor of approving the contract.

DENA ZEPEDA
AND CARMEN ROMAN

Dena Zepeda and Carmen Roman spoke in support of approving the
contract.

RESOLUTION NO.
2022-70-3320
ADOPTED

Resolution No. 2022-70-3320, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE APPROVING THE HIRING OF A RETIRED
ANNUITANT AS INTERIM CHIEF OF POLICE FOR A LIMITED
DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C)
AND 21221(G)," was adopted on the motion of Councilmember Ortiz,
seconded by Mayor Pro Tem Ambriz, and approved, with
Councilmember Breceda opposed, Councilmember Garcia
abstaining, and Mayor Burrola in favor.

ITEM NO. 2B
POTENTIAL HOUSING
SITES AND DENSITIES
FOR COMPLIANCE
WITH THE 2021-2029
SCAG 6TH CYCLE
REGIONAL HOUSING
NEEDS ASSESSMENT
FOR THE HOUSING
ELEMENT & GENERAL
PLAN UPDATE

POTENTIAL HOUSING SITES AND DENSITIES FOR
COMPLIANCE WITH THE 2021-2029 SCAG 6TH CYCLE REGIONAL
HOUSING NEEDS ASSESSMENT FOR THE HOUSING ELEMENT
& GENERAL PLAN UPDATE (Joint Housing Authority Item)

- CITY ATTORNEY GUERRA City Attorney Guerra advised that staff will make an overall presentation regarding all sites, and once individual sites are considered, those Councilmembers that have conflicts of interest with those specific sites may exit the Council Chambers and refrain from participating in discussing said properties.
- DIRECTOR SIMPSON Director Simpson presented the staff report and made a PowerPoint presentation. She added that the owner of the Mt. Olive Storage property would like to comment that they are satisfied with the site's current use but would like to have a residential zoning overlay considered at the site as well.
- Director Simpson then noted that she would begin presenting information relating to the Allen Drive site.
- CITY ATTORNEY GUERRA City Attorney Guerra asked that Councilmember Breceda and City Manager Miranda exit the Council Chambers since they have conflicts of interest with this specific site. He added that the site will be discussed, after which the Council and members of the public will have the opportunity to discuss it, and once direction on the site is provided, Councilmember Breceda and City Manager Miranda may return to the Council Chambers.
- COUNCILMEMBER BRECEDA AND CITY MANAGER MIRANDA Councilmember Breceda and City Manager Miranda declared potential conflicts of interest with this site and exited the Council Chambers at 7:59 p.m.
- DIRECTOR SIMPSON Director Simpson then began discussing the Allen Drive site, and spoke on its density capacity.
- MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz recommended constructing 12 homes per acre on seven of the 10 available acres. He recommended designating the remaining three acres as a buffer, a small park, or some other future use. He noted that the seven houses built at Ambriz Street will factor into the 119 RHNA numbers, and further suggested the possibility of constructing senior apartments or 28 homes near Avenida Padilla due to its proximity to the Gold Line station.
- DIRECTOR SIMPSON Director Simpson noted that the city has already committed in the 5th Cycle RHNA to designate three acres of the Allen Drive site for the construction of 21 units per acre.
- COUNCILMEMBER ORTIZ Councilmember Ortiz suggested using eight acres of the site for housing. After Director Simpson responded to several clarifying questions from Councilmember Ortiz, he expressed his preference for the development of 12 units per acre.
- DIRECTOR SIMPSON Director Simpson reiterated that the city has already committed to designating three acres, with 21 units per acre. She added that HCD has ready adopted the proposal, and as such, the city would need to

identify another four or five acres, for a total of eight acres to be used, to which Councilmember Ortiz suggested building single-family residences at the remaining four or five acres. He noted that residents are not interested in apartments, with the exception of senior apartments, and suggested potentially locating the 63 units that the city already committed to at the Mt. Olive Storage site, to which Director Simpson said that staff would need to contact the HCD to inquire whether the location could be changed as requested.

MAYOR BURROLA

Responding to a question by Mayor Burrola, Director Simpson indicated that the Council does not necessarily have to determine the type of housing that should be developed at this time. Rather, the Council needs to determine the housing density for the sites.

CITY ATTORNEY
GUERRA

City Attorney Guerra noted that it is not necessary to accommodate all 119 homes on one property. He suggested that the Council first identify how many acres they would like to utilize, recognizing that three of the 10 acres on Allen Drive have already been designated. Of those remaining seven acres, the Council should determine how many to use for housing and how many for future use.

MAYOR BURROLA

Mayor Burrola suggested utilizing six acres for housing and leaving the remaining four acres for future use. He added that condominiums are not desired, and noted that in-fill housing may also be developed throughout the city.

COUNCILMEMBER
GARCIA

Councilmember Garcia concurred, noting that consideration should also be given to the amount of space needed for open spaces, walkways, streets, etc.

DIRECTOR SIMPSON

Director Simpson indicated that the vacant lots throughout town would be considered for moderate-income level homes since they are individual parcels. She also spoke on the need to identify other sites in addition to Allen Drive, since the HCD may decide that some of the acreage may not be suitable for development.

MAYOR BURROLA

Mayor Burrola suggested focusing on Allen Drive. He then asked whether the previous allocation already dedicated in the 5th cycle RHNA numbers could be modified, to which Director Simpson advised that it would be difficult at this point since the city has already committed to them.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz stated that the community does not want apartments.

CITY ATTORNEY
GUERRA

City Attorney Guerra reiterated that staff would reach out to HCD to see if the three acres previously designated could be modified.

VERONICA BARBOSA LARA	Veronica Barbosa Lara urged the Council to address the needs of local seniors by dedicating a portion of Allen Drive for the development of senior housing.
TONY NARANJO	Tony Naranjo expressed concern that the state may impose its preferences on housing issues if the Council fails to act quickly.
SUZANNE GOMEZ	Suzanne Gomez spoke on Irwindale's uniqueness and encouraged the Council to "stay the course." She stated that many local cities are also struggling to fulfill their RHNA obligation, which the Governor acknowledges. She urged the Council to stand up for what the city represents, and encouraged the development of apartments near the Gold Line station.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz disagreed with the comment that the Council is not acting quickly enough, and stated that the Council is doing its best to make sure the residents' needs are met.
COUNCILMEMBER GARCIA	Councilmember Garcia expressed his understanding that the three acres on Allen Drive that have already been committed were designated for mixed use and senior housing. He stated that this likely remains the best use for the acreage.
MAYOR PRO TEM AMBRIZ	Replying to a question by Mayor Pro Tem Ambriz, Director Simpson indicated that high-density apartments or condominiums would typically be what is developed at the three acres. However, a developer may suggest something else.
MAYOR BURROLA	Mayor Burrola spoke against townhouses and condominiums, noting that these types of developments typically require their homeowners to pay home association fees, which may be too difficult for low-income residents to pay.
CITY ATTORNEY GUERRA	City Attorney Guerra repeated that staff would reach out to HCD regarding the three acres the city has already designated. Additionally, per the input received by the Council, three additional acres at Allen Drive will be zoned R1, and the remaining four units would be reserved for potential future use. Since the discussion on this item completed, he stated that Councilmember Breceda and City Manager Miranda may return to the Council Chambers to resume discussing the remaining properties.
COUNCILMEMBER BRECEDA AND CITY MANAGER MIRANDA	Councilmember Breceda and City Manager Miranda then returned to the Council Chambers at 9:08 p.m.
DIRECTOR SIMPSON	Director Simpson then discussed the characteristics of 12861 Schabarum Avenue. She proposed R3 zoning, heavy residential, with apartments or condominiums, with a capacity of approximately 21 units for the acre of land. She noted that it is located near a medical

facility, financial institutions, college, schools, grocery stores, and transit.

MAYOR PRO TEM
AMBRIZ Mayor Pro Tem Ambriz suggested against utilizing this site for housing.

COUNCILMEMBER
ORTIZ Councilmember Ortiz concurred with Mayor Pro Tem Ambriz.

COUNCIL CONSENSUS Council consensus was reached to reject the Schabarum site for housing.

DIRECTOR SIMPSON Director Simpson then began discussing the Irwindale Avenue & Avenida Padilla site and provided site characteristics. She advised there is a capacity for about 33 units on two acres. She added that staff has spoken to a property owner in the area who expressed interest in a zoning overlay to allow for the development of housing at the site.

COUNCIL CONSENSUS Council consensus was reached to agree with staff's recommendations regarding this site.

DIRECTOR SIMPSON Director Simpson then discussed the Gold Line Reliance II / 15990 Foothill Boulevard site and provided site characteristics. She noted that this site has an adopted, applicable Specific Plan. Staff recommended zoning that would allow for mixed density units, potentially developing 23 units at one acre of the site. The site is near the Gold Line.

MAYOR PRO TEM
AMBRIZ Responding to a questions by Mayor Pro Tem Ambriz, Director Simpson advised that the family that owns Mt. Olive Storage had expressed concern over the city's eminent domain powers. However, after discussing the concerns with staff, the family is happy that the city is under consideration. She noted that the family is not considering scrapping their business, but is happy with the possibility of a zoning overlay at the site to allow for the development of housing.

DOMINIC BEA Dominic Bea, who identified himself as the son of Mt. Olive Storage's founder, provided brief background information on the business, and noted his family's willingness for a zoning overlay to be used at the site.

DIRECTOR SIMPSON Director Simpson stated that, although the site is over 20 acres in size, staff proposes a density of 57 units over 10 acres. She then discussed 13201 Ramona Boulevard and its four acres. Staff proposes zoning this site as R1 and R2, mixed commercial and residential uses. She noted that if mixed use is approved for the site, it could potentially hold more than 27 units.

Director Simpson then spoke on 12881 Ramona Boulevard and described its characteristics. Staff proposes developing 21 R3 units.

COUNCILMEMBER
ORTIZ

Responding to a comment by Councilmember Ortiz, Director Simpson reminded the Council that the HCD may still reject some of the sites proposed for housing. However, she advised that she would continue working with the consultants to put the information together and present the package to the Council.

MAYOR BURROLA

Mayor Burrola asked about the deadline to submit the information to HCD, to which Director Simpson acknowledged that the original deadline has since passed, though October 15 has been marked as the new deadline. She added that, although the HCD may reject some of the properties, it would provide a justification for the rejection and would provide the city the opportunity to respond.

ITEM NO. 2C
RECAP ON 4TH OF JULY
ACTIVITIES –
VERBAL UPDATE

RECAP ON 4TH OF JULY ACTIVITIES – VERBAL UPDATE

MANAGER ZEPEDA

Manager Zepeda made a PowerPoint presentation on the 4th of July activities, which included a “Red, White, and You BBQ”, a fireworks show, music, games, food, vendors, photo opportunities, information booths, and crafts. She thanked Ms. Khalalah Todd for setting up non-resident vendor booths, and thanked staff, the Council, and the Parks and Recreation Commission for their participation.

COUNCILMEMBER
ORTIZ, MAYOR PRO
TEM AMBRIZ,
COUNCILMEMBER
BRECEDA, AND
MAYOR BURROLA

Councilmember Ortiz, Mayor Pro Tem Ambriz, Councilmember Breceda, and Mayor Burrola all congratulated Recreation staff and all the participants for such wonderful and well-attended activities.

SUZANNE GOMEZ

Suzanne Gomez thanked staff, seniors, and the Police Department for their help. She also complained about illegal fireworks.

KHALALAH TODD

Khalalah Todd thanked the city for allowing her “Make Magic Happen” Market occur at the Park, and stated her joy to see so many people enjoying it. She thanked everyone that participated in it.

LINDA MAREZ

Linda Marez praised the Recreation Department for the event and noted that a large number of people were using illegal fireworks throughout the city, and hoped the Police Department can determine a way to eliminate their use.

PAT GONZALEZ

Pat Gonzalez also thanked the Recreation Department for the event and concurred about the use of illegal fireworks. She suggested increasing police patrols to discourage their use.

CITY MANAGER
MIRANDA

City Manager Miranda read the Police Department's narrative on patrol efforts for the 4th of July, wherein it was noted that this 4th of July's activities were split over several days, and many officers took the day off to enjoy it with their families. Officers seized a large amount of illegal fireworks from individuals attempting to use them inside the park. About 26 calls of disturbances were made. Additionally, detectives conducted undercover operations and seized about 100 pounds of illegal fireworks. In the future, staff will prepare to address those concerns expressed tonight.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORT**

CITY MANAGER
MIRANDA

City Manager Miranda reported the following:

- 1) The nomination period for the upcoming General Municipal Election begins July 18 and closes August 12.
- 2) The CA Dept. of Transportation updated its westbound I-210 closure, which is scheduled for July 20-July 26. The second closure is scheduled for August 10 - August 16.
- 3) The city is hosting a blood drive with the American Red Cross on August 2.
- 4) The SGV Mosquito Vector Control District detected mosquitos carrying the West Nile virus in Irwindale. He provided tips to reduce the presence of mosquitos.
- 5) Recruitment for Community Development Office Specialist opens on July 18 and closes July 31 or until 50 qualified applications are received.
- 6) Recruitment for a part-time tutor is now open. The deadline to apply is July 28.
- 7) The Irwindale Police Officers Association will be hosting a "Menudo with a Cop" event on July 17 at Irwindale Park.
- 8) National Night Out will be held August 2.
- 9) No parking signs on Azusa Canyon Road have been revised to prohibit parking on Wednesdays due to scheduled trash pickup from Baldwin Park.
- 10) The Sunset Cinema and Music in the Park activities will continue this week.
- 11) The Mighty Coyotes will resume soccer games next week at Irwindale Park. Game location and dates are subject to change.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

None.

ADJOURNMENT

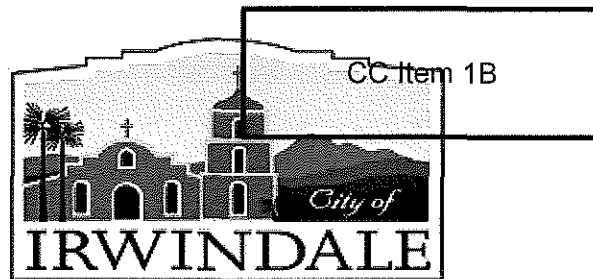
There being no further business to conduct, the meeting was adjourned at 9:57 p.m., in memory of Joseph Vela.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 7/20/2022 5:33 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
77369	ABRE01	Alicia Abrego	07/07/2022	75.00
77370	AGUILA07	Berlyn Aguila	07/07/2022	84.39
77371	ALMA01	Jose Almaguer	07/07/2022	75.00
77372	AT&T06	AT & T	07/07/2022	1,648.59
77373	Ayala01	Leonor Ayala	07/07/2022	189.00
77374	BARA01	Frank Barajas	07/07/2022	75.00
77375	BRIGHT02	Bright Stars Academy	07/07/2022	900.00
77376	BRINK01	Larissa Brinko	07/07/2022	75.00
77377	WOOD02	Nathaniel Burrola-Woodard	07/07/2022	75.00
77378	CANONG01	Debbie Canongo	07/07/2022	75.00
77379	CHARTE01	Charter Communications	07/07/2022	109.16
77380	FLORE01	Karla Flores	07/07/2022	455.00
77381	FRONT01	Frontier Communications	07/07/2022	97.08
77382	GRIJAL01	Dan Grijalva	07/07/2022	300.00
77383	MCMIO1	Emily McMillen	07/07/2022	75.00
77384	OPTUM01	OptumRx, Inc.	07/07/2022	29,145.67
77385	ORELLA01	Blanca Orellano	07/07/2022	75.00
77386	ORTIZ09	Ariana Ortiz	07/07/2022	47.00
77387	ORTIZH	H. Manuel Ortiz	07/07/2022	98.48
77388	PITNEY06	Pitney Bowes, Inc	07/07/2022	243.63
77389	REEP01	Brian Reep	07/07/2022	75.00
77390	SCFUELS	SC Fuels	07/07/2022	16,033.91
77391	STROBE03	Gary Strobehn	07/07/2022	151.99
77392	verizonw	Verizon Wireless	07/07/2022	779.34
77393	VISION01	Vision Service Plan - (CA)	07/07/2022	1,226.17
77394	WAGONER	Pamela Wagoner	07/07/2022	400.00
77395	AMERIFID	American Fidelity Assurance	07/07/2022	7,111.86
77396	CHARTE01	Charter Communications	07/07/2022	417.11
77397	PMIDEN	Delta Dental Insurance Company	07/07/2022	991.77
77398	PMIDEN01	Delta Dental of California	07/07/2022	13,553.82
77399	DOMING04	Alva Dominguez	07/07/2022	12.00
77400	FORD01	Bradley Ford	07/07/2022	2,000.00
77401	FRONT01	Frontier Communications	07/07/2022	388.04
77402	JOHN01	Johnson Investigations	07/07/2022	1,600.00
77403	LIEBERT	Liebert Cassidy Whitmore	07/07/2022	4,830.00
77404	NATION23	National Union Fire Insurance	07/07/2022	745.74
77405	STANDA01	Standard Insurance Co. RV	07/07/2022	459.95
77406	STANDA03	Standard Insurance Company	07/07/2022	2,458.99
77407	VISION01	Vision Service Plan - (CA)	07/07/2022	1,581.51
77408	VISION01	Vision Service Plan - (CA)	07/07/2022	4,664.46
77409	MORE01	Danny Moreno	07/14/2022	325.00
77410	CALIFO56	California State Disbursement Unit	07/14/2022	604.15
77411	CALIFO57	California State Disbursement Unit	07/14/2022	143.07
77412	ALLIAN	Alliant Insurance Services, Inc.	07/14/2022	1,748.00
77413	Ayala01	Leonor Ayala	07/14/2022	150.00
77414	FIGUER01	Maria Figueroa	07/14/2022	75.00
77415	HENSHA01	Ty Henshaw	07/14/2022	658.64

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77416	HOMEDE	Home Depot Credit Services	07/14/2022	2,952.22
77417	HOYEN	Noelle Hoye	07/14/2022	480.00
77418	IRWIND21	Irwindale Hand Wash & Auto Detail	07/14/2022	1,398.45
77419	MAREZL	Linda S. Marez	07/14/2022	150.00
77420	PADILLAM	Melissa Marez	07/14/2022	2,864.00
77421	ORTIZH	H. Manuel Ortiz	07/14/2022	10.00
77422	PAIK01	Sumako Paik	07/14/2022	240.00
77423	PETTYC05	City of Irwindale Petty Cash	07/14/2022	610.13
77424	SCFUELS	SC Fuels	07/14/2022	8,381.91
77425	STATEO01	State Of California	07/14/2022	194.00
77426	TAPIA05	Priscilla Tapia	07/14/2022	37.44
77427	WAGN02	Jeanette Wagner	07/14/2022	300.00
77428	AMERIC34	American Fidelity Assurance Co	07/14/2022	2,733.64
77429	BARBOS04	Dolores Barbosa	07/14/2022	300.00
77430	OROSCO05	Rebecca Bardales	07/14/2022	227.00
77431	CALPEL	Calpelra	07/14/2022	380.00
77432	CARDEN01	Rudy Cardenas	07/14/2022	150.00
77433	CMTA02	CMTA	07/14/2022	95.00
77434	DF01	D.F. Polygraph	07/14/2022	200.00
77435	DOMING09	Graciela Dominguez	07/14/2022	75.00
77436	FRONT01	Frontier Communications	07/14/2022	350.66
77437	GARC03	Carmen Susana Garcia-Torres	07/14/2022	1,800.00
77438	LAKE02	Susan Lake	07/14/2022	300.00
77439	LEGAL03	Legal Shield	07/14/2022	37.90
77440	LOGAN01	Barbara Logan	07/14/2022	162.00
77441	PETTYC05	City of Irwindale Petty Cash	07/14/2022	77.84
77442	PARMA01	Public Agency Risk Managers	07/14/2022	150.00
77443	PYROSP	Pyro-Spectaculars, Inc.	07/14/2022	16,675.00
77444	REINOS01	Javier Reinos	07/14/2022	75.00
77445	WAGN02	Jeanette Wagner	07/14/2022	600.00
77446	ALCOTA	Alco Target Co	07/27/2022	81.59
77447	ALESHIRE	Aleshire & Wynder, LLP	07/27/2022	70,215.78
77448	ALLCI01	All City Management Services, Inc	07/27/2022	247.59
77449	ALLISO01	Allison Mechanical, Inc	07/27/2022	1,287.10
77450	ARC03	ARC Document Solutions, Inc.	07/27/2022	85.82
77451	AZUSAP01	Azusa Plumbing Supply	07/27/2022	1,138.49
77452	BAKER01	Baker & Taylor Books	07/27/2022	94.85
77453	BARNEY	Barney's Locksmith Service	07/27/2022	206.72
77454	BILLST	Bill's Truck Repair, Inc.	07/27/2022	159.00
77455	CALIFO42	California Building Standards	07/27/2022	229.50
77456	CARQUEST	Carquest	07/27/2022	27.30
77457	Cat Spec	Cat Specialities Inc	07/27/2022	314.48
77458	LOSANG33	County of Los Angeles	07/27/2022	582.82
77459	DELONG	DeLong Unlimited	07/27/2022	2,799.25
77460	DEPART06	Department Of Animal Care	07/27/2022	6,863.23
77461	BALLOO	Carol Diess	07/27/2022	15.00
77462	ECOLAB01	ECOLAB	07/27/2022	307.60
77463	BATE01	Elior Inc.	07/27/2022	3,263.70
77464	ENVIRO05	Environmental Science Associates (ESA)	07/27/2022	36,214.27
77465	FOOTH01	Foothill Communications, Inc.	07/27/2022	300.00
77466	GEOLOG	Geologic Associates	07/27/2022	17,758.50
77467	HASA01	Hasa Inc.	07/27/2022	1,449.93
77468	HOSEMA	Hose-Man, The	07/27/2022	78.20
77469	INTELL01	Intelli-tech, Inc.	07/27/2022	724.00
77470	ITERIS	Iteris, Inc.	07/27/2022	900.00
77471	COORYE	Samir M. Khoury	07/27/2022	2,995.00
77472	KJSERV01	KJ Services Enviromental Consulting LLC	07/27/2022	1,041.25

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77473	LANDSC	Landscape Warehouse III Inc.	07/27/2022	733.34
77474	LAWE01	Law Enforcement Medical Services, Inc.	07/27/2022	150.00
77475	LEXISN	LexisNexis Risk Solutions	07/27/2022	151.50
77476	LINCOL03	Lincoln Aquatics	07/27/2022	8,953.29
77477	LINN01	Deborah Linn	07/27/2022	1,875.00
77478	MAINTE01	Maintex	07/27/2022	1,108.16
77479	MARIPO	Mariposa Landscapes, Inc.	07/27/2022	8,796.00
77480	MERCUR	Mercury Fence Co., Inc.	07/27/2022	985.00
77481	MOTOR01	Motorola Solutions, Inc.	07/27/2022	13,577.05
77482	NATION25	National Auto Fleet Group	07/27/2022	54,306.80
77483	NORM01	Norm's Refrigeration, LLC	07/27/2022	350.64
77484	OFFICE03	Office Depot	07/27/2022	1,791.36
77485	PHASEII	PARS	07/27/2022	1,750.00
77486	PERF03	Performance Elevator Contractors, Inc.	07/27/2022	720.00
77487	RIGHT01	Right of Way, Inc.	07/27/2022	2,533.65
77488	SHI01	SHI International Corp.	07/27/2022	294.46
77489	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	07/27/2022	1,556.90
77490	STOTZ01	Stotz Equipment	07/27/2022	2,206.11
77491	ULTRAS	Ultrasystems Environmental Inc	07/27/2022	6,842.49
77492	WALT01	Walters Wholesale Electric Co.	07/27/2022	2,746.19
77493	WESTCO05	West Coast Arborists, Inc.	07/27/2022	7,000.00
77494	ADVANT	Advantage Ford	07/27/2022	208.32
77495	B&BTIR	B & B Tires Service	07/27/2022	149.94
77496	BAKER01	Baker & Taylor Books	07/27/2022	7.38
77497	DUDE01	Brightly Software, Inc.	07/27/2022	4,199.10
77498	DELONG	Delong Unlimited	07/27/2022	1,074.94
77499	BALLOO	Carol Diess	07/27/2022	15.00
77500	DOGWAS01	Dog Waste Depot	07/27/2022	302.18
77501	HDL01	Hdl Software, LLC	07/27/2022	10,372.23
77502	LAOPINI0	IMPREMEDIA OPERATING COMPANY,	07/27/2022	667.50
77503	INTERS02	Interstate Batteries	07/27/2022	169.16
77504	JOHNNY02	Johnny's Pool Service	07/27/2022	81.53
77505	LANCES	Lance, Soll & Lunghard LLP	07/27/2022	13,000.00
77506	LANDSC	Landscape Warehouse III Inc.	07/27/2022	199.21
77507	MIDAS	Manuel C Muratalla	07/27/2022	1,206.61
77508	MOUNT01	MNRO Holdings, LLC	07/27/2022	114.24
77509	MOBI02	Mobile Citizen, LLC	07/27/2022	1,200.00
77510	PROPRINT	Pro Printing, Inc.	07/27/2022	1,961.45
77511	PACIFI13	Rene David LTD	07/27/2022	323.80
77512	RICOH02	Ricoh USA, Inc	07/27/2022	1,673.13
77513	SANGAB13	San Gabriel Valley Council	07/27/2022	10,140.45
77514	SIRCHI	Sirchie Finger Print Lab. Inc	07/27/2022	64.86
77515	SWANK01	Swank Motion Pictures, Inc.	07/27/2022	465.00
77516	XAV01	Xavus Solutions LLC	07/27/2022	2,299.50

Report Total (148 checks):

456,815.15

- ☒ City Council
- ☒ Successor Agency
- ☒ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC & SA Item 1C
HA Item 1B

Date: July 27, 2022

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

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

Issue: Investment Quarterly Report for June 30, 2022

City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for June 30, 2022.

Administrative Action:

Submitted and Prepared by:

Kambiz Borhani, Finance Director/City Treasurer
(626) 430-2221



Reviewed by:

Adrian R. Guerra, City Attorney/General Counsel

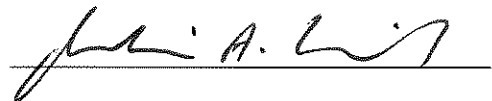
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager/Executive Director



Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (City's Investment Policy).

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances.

The attached Investment Report summarizes the cash balances and investments as of June 30, 2022 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which also earn interest on the pooled cash balances.

The Investment Report itemizes how much is invested in the Local Agency Investment Fund (LAIF) accounts, certificates of deposits and federal agency securities. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until September 14, 2022. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Attachment:

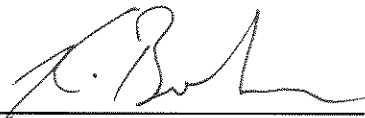
City of Irwindale Investment Report – June 30, 2022

**CITY OF IRWINDALE
INVESTMENT REPORT
June 30, 2022**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
<u>CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 5,413,789	0.36%			\$ 5,413,789	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 49,633,344	0.86%			\$ 49,633,344	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	\$ 5,000,000	0.52%	07/28/21	01/28/25	\$ 4,694,700	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,632,000	AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,766,330	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,623,800	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,621,400	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,608,950	AAA
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,665,000	AAA
Sub-Total US Government Agencies:	\$ 33,000,000				\$ 30,612,180	
Total City of Irwindale Investments (Pooled Funds):	\$ 88,047,133				\$ 85,659,313	
<u>HOUSING AUTHORITY (Funds 11 & 12)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 474,855	0.36%			\$ 474,855	
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,425,364	0.86%			7,425,364	
	\$ 7,900,219				\$ 7,900,219	
<u>SUCCESSOR AGENCY (Funds 50-66)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 203,377	0.36%			\$ 203,377	
LOCAL AGENCY INVESTMENT FUND (LAIF)	13,309,493	0.86%			13,309,493	
	\$ 13,512,870				\$ 13,512,870	
GRAND TOTAL OF INVESTMENTS	\$109,460,222				\$107,072,402	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 8, 2022. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.10 years, and the weighted average yield of the City's pooled investments at cost is 0.780%. Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by _____



Kambiz Borhani, Finance Director / City Treasurer

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: 4th of July Community Events

City Manager's Recommendation:

That the City Council approve the 4th of July Community Events as permanent events provided by the Irwindale Recreation.

Administrative Action:

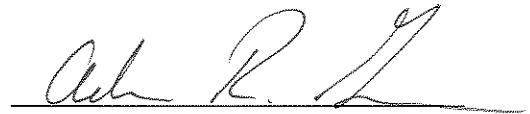
Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

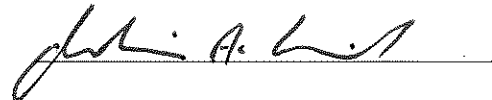


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On February 23, 2022, City Council approved three separate community events in celebration of the 4th of July in lieu of the one day celebration the Irwindale Recreation hosts each year. As part of the approval, the City Council requested staff provide a review of all three festivities upon culmination to determine the success of these events and to decide whether to continue these events on three separate days in years to come.

The Irwindale Recreation debuted the Red, White and You BBQ (BBQ), the first event, on Saturday, July 2, 2022. The BBQ provided the community with fun filled activities such as gunny sack races, performances, and contests including the Safe and Sane Poster contest, Patriotic Home Decorating Contest, watermelon eating contest, and a patriotic

pet contest. There were free games, crafts, and jumpers for children, photo opportunities, Community Service information booths, and over 50 arts and crafts and food vendors.

The second event occurred on Monday, July 4th, where residents and visitors alike were treated to the annual 4th of July Fireworks Spectacular.

An additional Music in the Park featuring Fortunate Son, a Creedance Clearwater Revival cover band, was added to this year's lineup on Thursday, July 7, 2022 as the third event.

Staff recommends these three events continue on a permanent basis under the leadership of the Irwindale Recreation. The Red, White and You BBQ will continue on the Saturday before 4th of July with the Fireworks Spectacular continuing on the 4th of July. Music in the Park will be held on the Thursday during the week of 4th of July. When 4th of July lands on a Thursday, Music in the Park will not be offered that day. July 4th will land on a Thursday in 2024 and 2030.

Fiscal Impact:

The funding for future events along with additional program activities, supplies and/or entertainment offerings will be appropriated during the corresponding annual budget development.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Cancellation of the August 10, 2022 City Council meeting

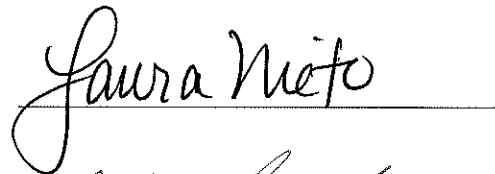
City Manager's Recommendation:

Adopt Resolution No. 2022-73-3323 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING THE AUGUST 10, 2022 REGULAR CITY COUNCIL MEETING."

Administrative Action:

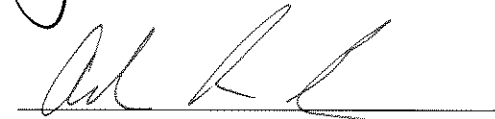
Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

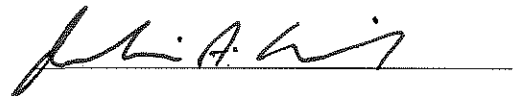


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Staff is proposing a summer legislative recess, cancelling the August 10, 2022 City Council meeting. The cancellation of this meeting affords additional time for planning and review of current projects and programs, as well as providing an opportunity for elected officials and staff to better manage their respective workloads. It is not an uncommon practice in neighboring cities to cancel one or more meetings a year with proper notice to the members of the public.

Fiscal Impact:

There will be a cost-savings as no additional staff time will be utilized for overtime.

Attachment:

Proposed Resolution No. 2022-73-3323

RESOLUTION NO. 2022-73-3323

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, CALIFORNIA, CANCELLING THE AUGUST 10,
2022 REGULAR CITY COUNCIL MEETING**

WHEREAS, the Regular City Council Meetings are held on the second and fourth Wednesday of every month, beginning at 6:30 p.m.; and

WHEREAS, staff is proposing a summer legislative recess by cancelling the August 10, 2022 regular City Council meeting;

WHEREAS, the cancellation of this meeting affords additional time for planning and review of current projects and programs; and

WHEREAS, considering these factors, the City Council finds that it would be prudent to cancel the meeting of August 10, 2022.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
IRWINDALE DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated herein as findings and a material part of this Resolution.

SECTION 2. The City Council of the City of Irwindale hereby cancels the regular City Council meeting scheduled for August 10, 2022.

SECTION 3. The Chief City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Irwindale at a regular meeting held on the 27th day of July 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I Laura Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-73-3323 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 27th day of July 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: Maggie Guzman vs. City of Irwindale.

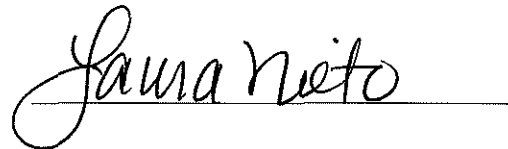
City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Maggie Guzman vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

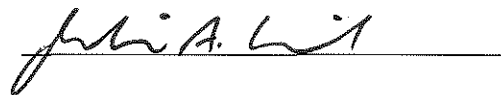
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On May 23, 2022, the City received a claim for damages from claimant Maggie Guzman. Claimant Guzman alleges that damages were caused in her apartment from a faulty water heater in another apartment unit.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim on the basis that Northridge Corporation owns and maintains the building's involved water heater, and there is no liability on behalf of

the City of Irwindale. Accordingly, staff is recommending that the City Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received May 23, 2022



CARL WARREN & COMPANY
Claims Management and Solutions

A  VENBROOK Company

July 8, 2022

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim	:	Guzman vs. Irwindale
Claimant	:	Maggie Guzman
Member	:	City of Irwindale
Date Rec'd by Mbr	:	5/24/22
Date of Event	:	8/1/21
CW File Number	:	3033167 LMV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** Send a standard rejection letter to the claimant.

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA License #2607296



CITY OF IRWINDALE
**CLAIM FOR DAMAGES
TO PERSON OR PROPERTY**

9:25 am
ST

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim for must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706

RECEIVED

MAY 23 2022

CITY OF IRWINDALE

Clerk's Official
Filing Stamp

To: City of Irwindale		Claimant's Date of Birth
Name of Claimant <u>MAGGIE Guzman</u>		Claimant's Occupation <u>Retired RN</u> <u>Irwindale Senior Commissioner</u>
Home Address of Claimant		Home Telephone Number
Business Address of Claimant <u>N/A</u>		Business Telephone Number <u>N/A</u>
Name and address to which you desire notices or communications to be sent regarding this claim: <u>MAGGIE Guzman</u>		
When did DAMAGE or INJURY occur? Date: <u>08-01-2021</u> Time: <u>7:00 AM</u> If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Names of any City employees involved in INJURY or DAMAGE	
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: <u>Irwindale, CA 91706</u>		
Describe in detail how the DAMAGE or INJURY occurred. <u>It started with the water heater in Apt. 208 the water heater went out and water started to filter down into my apartment. The water from above damaged the whole water heater area, my trash area, kitchen and part of my living room/dining area rug. My Bathroom needed repairs for mold in the shower + floor board. Warts were not working → over</u>		
Why do you claim the City of Irwindale is responsible? <u>Because the City owns the property & the Management team never did any repairs or improvement to the building since I moved into Las Casitas. I am one of the original residents going on 20 plus years here.</u>		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. <u>on 08/09/2021 I had to go see my Primary Care Doctor when Management contracted a Professional to come dry the floors. The company + the Building Manager placed 4 fans in the kitchen to dry the floors so the mold would not spread causing me to start sneezing, shortness of breathe, headaches, and a runny nose.</u>		

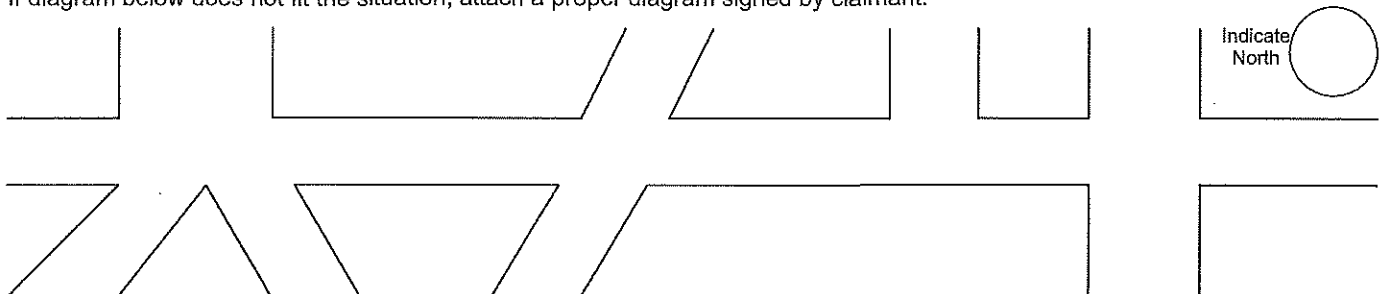
water was leaking from air conditioner + damaged the rug/carpet in the hallway between the bathroom and bedroom.

Claimant's Name: <u>MAGGIE Guzman</u>		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. <u>\$2,807.07 or see attached receipts for work completed.</u>		
Give estimated amount of future losses due to INJURY or DAMAGE: 		
Was damage and/or injury investigated by the police? <u>NO</u> If yes, what City? _____		
Were paramedics or ambulance called? <u>NO</u> If yes, name City or ambulance _____		
If injured, give name and address of your doctor and the date and time of your first visit: <u>626-962-6811</u> <u>Bac H. Nguyen 933 S. Sunset #307 West Covina, CA. 91790</u> <u>8-9-2021</u>		
Doctors and Hospitals:		
Doctor _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:		
Name <u>Ann Ambrose</u>	Address _____	Phone _____
Name <u>Linda Bohm</u>	Address _____	Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (If other than claimant, indicate relationship) <u>Maggie Guzman</u>	Typed Name <u>MAGGIE Guzman</u>	Date <u>04-03-2022</u>
---	------------------------------------	---------------------------

Note: Claims must be filed with the City Clerk. Presentation of a false claim is a felony (Penal Code Section 72)



**How doers
get more done.**

RE MANAGER LESLIE STEWART-TRINIDAD
IE A STEWART-TRINIDAD@HOMEDEPOT.COM

00010 56845 08/29/21 10:18 AM
CASHIER RESA

85051068 INT PAINT <A>
BEHR PPI 2050 EGG UPW 1280Z
2028.98 57.96
1-999-832 GL Recyc\$ <A,U>
PAINTCARE FEE
200.75 1.50
177443804 3G SW WH <A>
3G WHT TOGGLE SWITCH WALLPLT
177086926 1G SW WH <A>
1G WHT SWITCH WALLPLT
200.38 1.14
177212042 3G WP, WH <A>
3G WHT NYL MIDWAY SWITCH WALLPLT
177211892 1G WP, WH <A>
1G WHT NYL MIDWAY OUTLET WALLPLT
1100.64 7.04
MAX REFUND VALUE \$5.98/11
-----Instant Vol Savings-----
1 Instant Vol Savings -1.06
1 RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 70.88
SALES TAX 7.27
TOTAL \$78.15
CHECK 78.15

XXXX8022
+ CODE 008976
- NON-DISCOUNTABLE ITEM

15 08/29/21 10:18 A
1845 10 56845 08/29/2021 2125

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 11/27/2021

When you provide a check as payment,
authorize us to use the information
on your check to process a one-time
Electronic Funds Transfer (EFT) or
draft drawn from your account, or
process the payment as a check
transaction. You also authorize us to
process credit adjustments, if



**How doers
get more done.**

STORE MANAGER LESLIE STEWART-TRINIDAD
LESLIE A STEWART-TRINIDAD@HOMEDEPOT.COM

1845 00010 70861 09/04/21 10:41 AM
SALE CASHIER SUSANNA

4712947801645 58X64 WHITE <A>
58X64 PVC MB CORDLESS-WHITE
2031.00 62.00
4719867349493 29X64 WHITE <A>
29X64 PVC MB CORDLESS-WHITE
4719867349585 46X64 WHITE <A>
46X64 PVC MB CORDLESS-WHITE
2018.37 36.74
672288061365 RL RAGS 1 LB <A>
ROLL-O-RAGS 1LB 4.98
077089003116 4PC TRAYKIT <A>
BETTER 4 IN TRAY SET 5.78
078477086933 1G DUP WH <A>
1G WHT DUPLEX WALLPLT
200.38 0.76
078477772973 2G SW/DUP WH <A>
2G WHT SWITCH/DUPLEX WALLPLT
201.20 2.40
078477086926 1G SW WH <A>
1G WHT SWITCH WALLPLT 0.38

SUBTOTAL 121.02
SALES TAX 12.40
TOTAL \$133.42

XXXXXXXXXXXX7491 DEBIT USD\$ 133.42
AUTH CODE 000556
Chip Read Verified By PIN
AID A0000000042203 Debit

1845 09/04/21 10:41 AM



1845 10 70861 09/04/2021 7661

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 12/03/2021

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey



**How doers
get more done.**

STORE MANAGER LESLIE STEWART-TRINIDAD
LESLIE A STEWART-TRINIDAD@HOMEDEPOT.COM

1845 00012 12083 08/28/21 09:56 AM
SALE CASHIER SANDRA

678885051068 INT PAINT <A>
BEHR PPI 2050 EGG UPW 1280Z
2028.98 57.96
0000-999-832 GL Recyc\$ <A,U>
PAINTCARE FEE
200.75 1.50
678885051280 INT PAINT <A>
BEHR PPI 3050 SG UPW 1280Z
0000-999-832 GL Recyc\$ <A,U>
PAINTCARE FEE 0.75
051141320328 1.5" MULT EL <A>
SCOTCHBLUE 1.41" SHARP LINES 2093EL 8.48

SUBTOTAL 102.67
SALES TAX 10.52
TOTAL \$113.19

XXXXXXXXXXXX7491 DEBIT USD\$ 113.19
AUTH CODE 001474
Chip Read Verified By PIN
AID A0000000042203 Debit

<U> - NON-DISCOUNTABLE ITEM

1845 08/28/21 09:56 AM



1845 12 12083 08/28/2021 6460

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/26/2021

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

Entries must be completed within 14 days
of purchase. Entries must be 18...

ACCT.				
PAID				
DUE				

FOR RENT
Painting

CASH
CHECK
MONEY ORDER
CREDIT CARD

FROM TO

14161 A-1182

RECEIPT

DATE 8-28-2021

FROM Maggie Guzman

Two Hundred Dollars and NO cents DOLLARS

No. 508405

\$200.00

MAGGIE S. GUZMAN

IRWINDALE, CA 91706-2185

90-3820/1222

1773

DATE

8-29-2021

PMP



PAY TO
THE ORDER OF

Seventy Eight Dollars

\$78 15

DOLLARS

Heat
Reactive
Ink



15622 Arrow Hwy.
Irwindale, CA 91706

PACIFIC WESTERN BANK

MEMO

Maggie Guzman

LOOK FOR FRAUD-DETERRING FEATURES (INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK)

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

862228



Reference _____

90-3820/1222

PAYABLE TO _____

MEMORANDUM

NAME _____

ADDRESS _____

Cashier's Check:

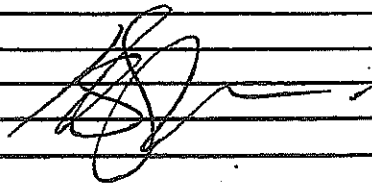
15

CASE NO. 1PATIENT'S NAME Guzman, MaggieTEMP
97.8

DATE			SUBSEQUENT VISITS AND FINDINGS
MO	DAY	YR	
8	09	21	PT c/o sneezing, Runny nose and headache started since the Bldg manager started blowing air to dry up the water
			Ears crust / Dehn / wax mucous
			nose. Nasal Endoscopy - edematous / dry nasal mucosa. Epistaxis on follow up. Erythema neck & back masses
			Atypical Allergic Rhinitis, Cereb lytic / sy / p / p Neel Saline irrigation
			CHF Dehydration (B) low

CASE NO.

1. 10/1/21



STANLEY STEEMER.



NAME _____

ADDRESS _____

CITY / STATE / ZIP _____

PH# _____ 2ND# _____

- ☐ Residential
- ☐ Commercial
- ☐ Estimate
- ☐ Courtesy Call

COMMENTS / INSTRUCTIONS

PERSONAL HOME ANALYSIS

- | | |
|--|---|
| ☐ What is the approximate age of the carpet / upholstery to be cleaned? _____ | ☐ Have you ever used any type of carpet / upholstery deodorizer? Yes ☐ No ☐ |
| ☐ Have you ever had your carpet / upholstery cleaned professionally? Yes ☐ No ☐ | ☐ Do you have a product to treat accidental spills? Yes ☐ No ☐ |
| ☐ How often do you clean your carpet / upholstery? 6 Mo. ☐ 1 Yr. ☐ Other _____ | ☐ Are there any difficult spots or areas that need special attention on any of your carpet or upholstery? Yes ☐ No ☐ |
| ☐ Have you ever had your carpet / upholstery treated with a protector? Yes ☐ No ☐ | ☐ Do you have pets? Yes ☐ No ☐ |

TECHNICIAN'S CARPET ANALYSIS

- | | |
|---|---|
| ☐ Sun fading of carpet or upholstery. | ☐ Excessive carpet wear and fiber breakdown. |
| ☐ Stains on baseboards. | ☐ Furniture stains. |
| ☐ Carpet splitting and separation of seams due to poor installation. | ☐ Animal stains/pet odor. |
| ☐ Excessive soap prior to our cleaning. | ☐ Carpet swells or ripples due to poor installation. |
| ☐ Mildew stains. | ☐ Carpet nap runs in opposite direction. May show up as dirty. |
| ☐ Assorted colored spots permanent discoloration soda orange juice cosmetics | ☐ Other: _____ |

- ☐ Explained protection.
- ☐ Raked all cleaned areas.
- ☐ Protective coasters and blocks put in place.
- Leave in place for _____ days.
- Customer initials _____

Inv. #: _____

Date: _____

Truck # _____	MILEAGE	METER	☐ Cash ☐ Check # _____ ☐ Credit Card: V MC D App # _____ Ref # _____ ☐ On Account ☐ Tax Exempt # _____	Office: _____
Job # _____	End			
CREW: _____	Start			
	Total			

ITEMS / AREA	CLEAN	PROTECT	DEODORIZE	TOTAL

Carpets loose at seams or along walls or concrete floors, or that have been incorrectly or defectively installed, are cleaned at customer's risk. Carpets that have been exposed to pets may sometimes not be able to deodorize effectively. Any questions concerning our workmanship must be reported within 10 days after completion of work or will be subject to a service charge at our option. **WARNING:** Customer acknowledges being informed and understands that carpet is damp during and after cleaning and that care should be taken in stepping onto non-carpeted surfaces to avoid slipping, and hereby releases Stanley Steemer from any and all liability for injuries which might be sustained as a result thereof. I HAVE READ AND FULLY UNDERSTAND THE ABOVE.

SUBTOTAL	
DISCOUNT AMOUNT	
TAX	

X

Customer's Signature
Terms: Payment due upon completion of work.

76446

Your next cleaning is due on: _____ That date has been: ☐ Scheduled ☐ Not Scheduled

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approve a Contract with California Consulting, Inc. for Grant Writing Management Services on a Month to Month, Retainer Basis.

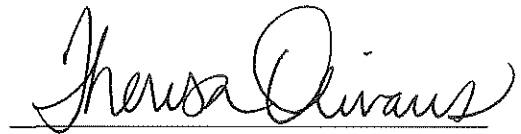
City Manager's Recommendation:

That the City Council adopt Resolution No. 2022-72-3322 entitled, "A RESOLUTION OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES, AND APPROPRIATING MONIES FROM THE GENERAL FUND'S UNASSIGNED FUND BALANCE".

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294



Reviewed by:

Adrian R. Guerra, City Attorney

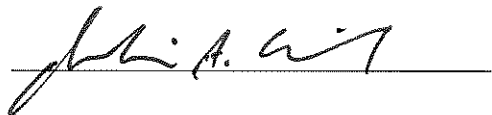


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Successful grant writing requires a specific level of expertise and familiarity with various grant writing processes and procedures. City staff has actively sought out grant opportunities, however; the grants received have been very limited.

California Consulting CEO, Steven Samuelian met with City staff on July 11, 2022. California Consulting provides comprehensive grant writing, management and evaluation services for many municipalities and school districts throughout the State of California. The process begins with a comprehensive Needs Assessment, where the Consultant's staff meets with City staff to identify high priority funding areas. A team of grant writing professionals will identify and apply for funding opportunities that meets the City's identified needs. City Staff works hand in hand with the consultant to provide the necessary data to complete and submit competitive grant applications on behalf of the City.

As the community needs increase and viable revenue sources decrease, it has become more important to capture alternative funding sources. Based on discussions with California Consulting and a cursory review of their weekly grant opportunities list, there are numerous grant opportunities for the City of Irwindale, depending on eligibility. Of particular interest is grant opportunities for the Irwindale Park Improvements Project Phases IV and V, the Recreation Capital Improvement Project, and the Library Capital Improvement Project. California Consulting has worked with neighboring agencies and has successfully completed grant applications on behalf of the cities they represent.

The City of Irwindale would benefit from utilizing California Consulting in the following ways:

1. Prioritization of projects in need of grant funding;
2. Expertise in applying for various grant opportunities (Federal, State, County and private foundation); and
3. Assistance in the long-term development of an effective grant-writing program.

California Consulting will provide monthly reports to the City, which will include grants in progress, grants submitted, grants pending and grants awarded. In addition, they will provide the City with a monthly email list of current and upcoming grant opportunities specific to our needs.

Section 3.44.080(D) of the Irwindale Municipal Code provides for the waiving of the informal bid procedure "when there is to be a contract for professional service such as, but not limited to, the services of attorneys, architects or engineers, or where the service contracted for deals with public relations or promotions, elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining"

Because successful grant writing requires a specific level of expertise and familiarity with grant writing processes and procedures, the contract with the consultant would be a unique service provided to the City, such that the City Council may waive formal bidding requirements. Staff is requesting the City Council consider this contract in order to allow the City to apply for various grant opportunities.

Fiscal Impact:

\$4,500.00 per month plus a not to exceed amount of \$300 per month for reimbursable of out of pocket expenses, for a total contract amount of \$57,600.00 from the General Fund's Unassigned Fund Balance. Out of pocket expenses are actual costs expended for grants to include, mileage costs for grant writers to attend meetings with and behalf of the City, conference calls at the request of the City, cost for copies and/or mailing costs for grant applications where agency requires hard copies be submitted rather than online. The Agreement has a 30-day cancellation notice requirement.

Attachment:

1. Resolution No. 2022-72-3322
2. Grant Writing Proposal

Attachment #1

RESOLUTION 2022-72-3322

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
WAIVING THE FORMAL BIDDING REQUIREMENTS, APPROVING A
PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING,
INC. FOR GRANT WRITING MANAGEMENT SERVICES, AND
APPROPRIATING MONIES FROM THE GENERAL FUND'S UNASSIGNED
FUND BALANCE**

WHEREAS, successful grant writing requires a specific level of expertise and familiarity with various grant writing processes and procedures; and

WHEREAS, it has become more important to capture alternative funding sources as the community needs increase and viable revenue sources decrease; and

WHEREAS, California Consulting, Inc., provides comprehensive grant writing, management and evaluation services for many municipalities and school districts throughout the State of California, and

WHEREAS, the month to month retainer of \$4,500.00 plus a not to exceed amount of \$300 per month for reimbursable out of pocket expenses will not exceed an annual total of \$57,600; and

WHEREAS, the City Council desires to approve the appropriation from the City's General Fund Reserve Balance in an amount not to exceed \$57,600; and

WHEREAS, Section 3.44.080(D) of the Irwindale Municipal Code provides for the waiving of the informal bid procedure "when there is to be a contract for professional service such as, but not limited to, the services of attorneys, architects or engineers, or where the service contracted for deals with public relations or promotions, elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds the above recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council, pursuant to Paragraph D, of Section 3.44.080 of the Irwindale Municipal Code finds that successful grant writing requires a specific level of expertise and familiarity with grant writing processes and procedures such that the Agreement for Professional Services with the California Consulting, Inc. would be a unique service provided to the City, and the formal bidding requirements are hereby waived.

SECTION 3. The Agreement for Professional Services for grant writing management services with California Consulting, Inc. attached hereto as Exhibit "A" is hereby approved and the City Manager is authorized to execute the same.

SECTION 4. The City Council hereby appropriates \$57,600.00 from the General Fund Unassigned Fund Balance for purpose of entering into an agreement with California Consulting, Inc. for grant writing management services.

SECTION 5. That the Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 27th of July, 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk
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 Resolution No. 2022-72-3322 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of July 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit "A"

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
CALIFORNIA CONSULTING, INC.**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of August, 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and CALIFORNIA CONSULTING, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

a) **SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 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.

b) **COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Fifty-Seven Thousand Six Hundred Dollars and No Cent (\$57,600.00)** ("Contract Sum").

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

detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. 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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. 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.

c) **PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 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 time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" 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 thirty (30) days cumulatively.

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 Consultant, 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 Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

d) **COORDINATION OF WORK**

4.1 Representative of Consultant. Steve N. Samuelian, CEO is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Theresa Olivares, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

e) **INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant 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 be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended

or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance 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 Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

f) **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer 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.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant shall not, without prior written authorization from the Contract Officer 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 Consultant gives the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant 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 thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant 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.

g) **ENFORCEMENT OF AGREEMENT 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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

h) **MISCELLANEOUS**

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that 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. Consultant shall take affirmative action to ensure 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

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. 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 Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706t and in the case of the Consultant, 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 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. Consultant 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. Consultant 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. Consultant 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 _____

8.11 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 the 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 municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

CALIFORNIA CONSULTING, INC.

By:_____
Name: Steven N. Samuelian
Title: CEO

By:_____
Name:
Title:
Address: 214 Main Street, Suite 102
El Segundo, CA 90245

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.

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 _____, 2022 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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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 _____, 2022 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

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

☐
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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. Consultant will perform the following Services:

- A. Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** Consultant to conduct an in-depth Needs Assessment for the City. Consultant will assign City with a lead Project Manager. The Project Manager will communicate regularly with the City and on an ongoing basis. This relationship building between the City and the Consultant is key to keeping the grants pursued on target with the City's overall goals. *Sample questions asked during the Needs Assessment:*
1. List and describe any program initiatives or priority projects.
 2. What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
 3. List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
 4. List past grants that your agency has received.
 5. List past grant applications you would like to revise and submit again.
- B. Facilitation of Department Decision Making Processes:** Consultant's Project Managers are experts on grant identification. With years of experience, City's assigned Project Manager shall assist City staff in deciding which grants make the most sense to meet the funding needs identified.
- C. Grant Research and Identification:** Consultant's Project Manager's conduct thorough research on an ongoing basis. Consultant will track current and upcoming grants, advising City on available grants and recommend grants based on City's needs. By regularly tracking grant announcements, Consultant is able to present grant opportunities to the City as soon as they are released. Consultant will provide City with a monthly Grant Activity Report detailing the grants available, grants in progress and grants submitted. Consultant will provide City with available grant opportunities on an ongoing basis.
- D. Client Commitment:** As Consultant identifies grants that meet the City's needs and funding priorities, the Consultant's Project Manager will advise the City of the estimated time commitment required from City staff.
- E. Grant Preparation Process:** When City staff and Consultant agree to pursue a grant, a checklist and schedule will be developed. The checklist and schedule will include City responsibilities and submission deadlines. Consultant requires City staff to be involved in the grant preparation process and to provide the requested and required information. The Consultant's Project Manager will provide the City with grant portions along the way to review for content accuracy. City engagement in this process results in a higher quality application. Consultant retains copies of all grants submitted. Successful grant applications are used by the Consultant as a guide for future grants. Below is a list of general tasks for the Consultant's grant process:

1. Create a task timeline with due dates
2. Ensure the proposed project meets the City's requirements
3. Review similar successful grant applications and apply where possible
4. Collect information on the project
5. Meet with City staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
6. Obtain letters of support when necessary
7. Draft proposals and send to City for review
8. Incorporate City edits in final drafts
9. Submit completed application timely
10. Monitor funding agency until grant awards are announced.

F. Quality Assurance: Consultant's Grant Managers will meet individually with its Project Manager to review the City's needs. These meetings will thoroughly discuss the City's needs, what grants are being worked on and what additional grants may be a good fit. Consultant ensures the best quality product before the grant application is submitted.

G. Facilitation of Partnership Meetings: Consultant's Project Managers will arrange and schedule meetings with key City personnel to review all grants prior to submission to ensure application accuracy.

H. Timely Submission: Consultant will create a precise timeline to ensure the grant is submitted on time. This timeline captures the submission deadline, and other deadlines in order to obtain the information needed for a quality submission.

I. Funding Agency Monitoring: Consultant will monitor the Funding Agency until grant awards are announced.

J. Grant Administration: Some grants require post award compliance, reporting and administration. Consultant will prepare required reports and submit them by the required due date. The Contract Sum includes grant administration services by the Consultant. If the grant award includes post award compliance funding, the City may 1) perform the grant administration using the post award compliance funding; or 2) solicit bids or proposals from vendors to perform the grant administration using the post award compliance funding.

K. Monthly Progress Reporting: Consultant will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide the City with a clear report of the Consultant's work.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Copies of all post-grant award filing of documents required by the awarding entity.

- 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.**
- IV. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Steven N. Samuelian, CEO**

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

1. Section 8.12 is added to this agreement by adding the following language:

“8.12 No Guaranteed Result: City acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.”

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Based on the Tasks A through K as described in Section I of Exhibit "A", Consultant shall perform the Services for a fixed rate of Four Thousand Five Hundred dollars (\$4,500.00) per month, irrespective of the number of hours that Consultant actually spends providing said services.**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- III. The City agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City in an amount not-to-exceed Three Hundred Dollars (\$300) per month. Such expenses typically might include but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide City with a receipt and a description of the expense with the invoice.**
- IV. The total maximum compensation for Services during the twelve (12) month term shall not exceed Fifty-Seven Thousand Six Hundred Dollars and No Cent (\$57,600.00), as provided in Section 2.1 of this Agreement, which includes the monthly fixed rate for the Services as specified in Section I above and maximum amount of monthly expenses as specified in Section III above.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effective until July 31, 2023.
- II. The Services, as specified in Section I of Exhibit A, shall be performed in accordance with the following schedule.

Task	Deadline
Task 1: Grant Research	All times during the term of this Agreement
Task 2: Advisory Services	As requested by the contract Officer
Task 3: Administration	As required by awarding entity and any established deadlines; and in a manner to ensure City has sufficient time to provide any documentation timely to the awarding entity when applicable

- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

Attachment #2



A Proposal for City of Irwindale

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 90 clients statewide. We have 44 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.6 billion for our clients since inception. The California Consulting team boasts approximately 39 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1300 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Writing and Management Services

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

1. Needs Assessment (Meetings with Department Heads to review priorities and funding needs):

We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

Sample questions asked during the Needs Assessment:

- a) List and describe any program initiatives or priority projects.
- b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
- c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
- d) List past grants that your agency has received.
- e) List past grant applications you would like to revise and submit again.

2. **Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.
3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.

Below is a list of general tasks for our grant process:

- a. Create a task timeline with due dates
 - b. Ensure the proposed project meets the grant agency's requirements
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Obtain letters of support when necessary
 - g. Draft proposals and send to staff for review
 - h. Incorporate staff edits in final drafts
 - i. Submit completed application timely
 - j. Monitor funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
 7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
 8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
 9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.
 10. **Grant Administration:** Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California

Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.

11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide you and your Council/Board with a clear report on our work.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 40 cities across California, almost 40 School Districts, Non-Profits and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

California Consulting offers two different pricing options for Grant Writing services.

Pricing Option 1: Monthly Retainer

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post award administration as needed. Items 1 – 11 under Grant Writing is included in the Monthly Retainer Services. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency's instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post award compliance as needed	√

We propose a flat monthly rate of **\$4,500.00**, plus reimbursement of out-of-pocket expenses for services explained above.

Pricing Option 2: Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out of pocket expenses. Items 1 – 11 under Grant Writing are not included in the Per Grant Services. The following is a breakdown of cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$125.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Deed Restriction Required for Prop 68 Grants

City Manager's Recommendation:

That the City Council authorize the City Clerk to record a deed restriction to the Alfred F. Herrera Memorial Field in Irwindale Park as part of the installation of a new lighting system and the grant funding provided by Prop 68.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

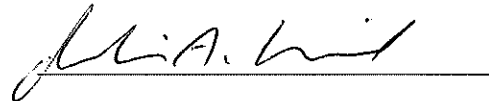
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On June 5, 2018, Senate Bill 5 (DeLoeon, Chapter 852, statutes of 2017)/Proposition 68, also known as the Parks, Environment, and Water Bond Act of 2018, was passed by 57.6 percent of voters to provide \$4 billion in funds for local park rehabilitation, creation, and improvement. Prop 68 Per Capita provides funds to jurisdictions throughout California under its general per capita program for renovating, creating and improving parks. The urban county per capita is for jurisdictions that provides park and recreation services. Both programs base their funding allocation on the jurisdiction's population. Each jurisdiction that falls under a population of 200,000 or less will receive \$177,952 under the general per capita program. This includes the City of Irwindale. Additionally, under the urban county per capita, the City of Irwindale's allocation is \$894.

On October 14, 2020, City Council approved Resolution No. 2020-79-3239 entitled, "A Resolution of the City Council of the City of Irwindale Approving Application(s) for Per Capita Grant Funds." This Resolution provided the City Manager, or his designee, authorization to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

In 2021, Staff met with the Office of Grants and Local Services (OGALS) to discuss and finalize an eligible project. It was determined the best project to use this funding would be for the installation of a new lighting system at the Alfred F. Herrera Memorial Field. Staff submitted the grant application for this project in December 2021.

In May of 2022, OGALS approved the project and funding under Prop 68 and sent two grant contract agreements for the 2018 Parks Bond Act Per Capita Grant Program, one in the amount of \$894 and the other in the amount of \$177,952. The City Manager signed both contracts on May 2, 2022.

OGALS informed staff on July 12, 2022 that these grants require that a deed restriction be recorded on the title to the property in order to protect the State of California's interest in the property and ensure that the property will be used for purposes consistent with the grant contract. No payments will be made by OGALS until a copy of the recorded deed restriction is received.

The City Attorney's office has reviewed and approved the Deed Restriction document provided by OGALS.

Fiscal Impact:

The two Prop 68 grants totaling \$178,846 will be used towards the installation of a new lighting system at the Alfred F. Herrera Memorial Field. The total project cost for this project is \$596,003, which includes a 10% contingency.

Attachment(s):

Deed Restriction

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Stephanie Schiechl

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, CA 91706 (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"); and

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for "Installation of a new lighting system" on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-19-173 (hereinafter referred to as "Grant") for "Installation of a new lighting system" on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s) to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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 _____

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(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 _____ (Seal)

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: A RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY REGARDING THE COVID-19 PANDEMIC

City Manager's Recommendation:

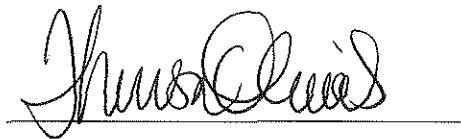
It is recommended that the City Council:

- 1) ADOPT RESOLUTION NO. 2022-74-3324 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44"**

Administrative Action:

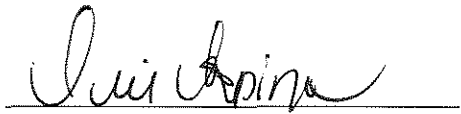
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Iris Espino, Assistant to the City Manager

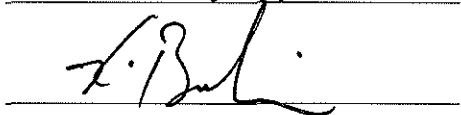


Reviewed by:

Adrian R. Guerra, City Attorney

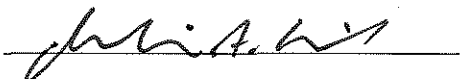
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to an outbreak of a respiratory illness known as a coronavirus ("COVID-19"). On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19 across the country.

On March 18, 2020, the City Council adopted Resolution No. 2020-18-3178, pursuant to Chapter 2.44 of the Irwindale Municipal Code, confirming the proclamation of the existence of a local emergency due to COVID-19, as declared by the City's Director of Emergency Services on March 12, 2020.

On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), August 25, 2021 (Resolution No. 2021-70-3282), and October 13, 2021 (Resolution No. 2021-90-3302), December 8, 2021 (Resolution No. 2021-124-3246), January 26, 2022 (Resolution No. 2022-08-3257), March 9, 2022 (Resolution No. 2022-23-3273), and June 22, 2022 (Resolution No. 2022-66-3316), the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19.

Los Angeles County's coronavirus metrics have entered the high community COVID-19 community level. It is recommended that the City Council extend the local emergency for an additional period of 60 days to continue to make resources available to address the continuing effects of the COVID-19 highly transmissible BA.5 variant.

Fiscal Impact:

There is no fiscal impact at this time in approving the 60-day extension of the COVID-19 local emergency.

Attachment: Resolution No. 2022-74-3324

RESOLUTION 2022-74-3324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44

WHEREAS, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to an outbreak of a respiratory illness known as a coronavirus ("COVID-19"); and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors declared a local and public health emergency in response to the increased spread of COVID-19 across the country; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 2020-18-3178, pursuant to Chapter 2.44 of the Irwindale Municipal Code, confirming the proclamation of the existence of a local emergency due to COVID-19, as declared by the City's Director of Emergency Services on March 12, 2020; and

WHEREAS, On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), and August 25, 2021 (Resolution No. 2021-70-3282), October 13, 2021 (Resolution No. 2021-90-3302), December 8, 2021 (Resolution No. 2021-124-3246), January 26, 2022 (Resolution No. 2022-08-3257), and March 9, 2022 (Resolution No. 2022-23-3273), and June 22, 2022 (Resolution No. 2022-66-3316), the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19; and

WHEREAS, after consideration of all items before it, the City Council of the City of Irwindale desires to extend the existence of a local emergency related to the COVID-19 Pandemic for 60 days to continue to make resources available to address the continuing effects of COVID-19.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The recitals are true and incorporated as findings herein.

SECTION 2. The City Council does hereby extend the City's proclamation of local emergency due to COVID-19, as last ratified by the City Council in Resolution No. 2022-66-3316 on June 22, 2022, for a period of 60 days.

SECTION 3. For the duration of the statewide emergency, Governor Newsom has waived the requirement of Government Code Section 8630 that the City Council review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. If this declaration of local emergency extends for more than the duration of the statewide emergency declared for COVID-19, City Staff are directed to thereafter return this item for City Council review of the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, parts, or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Resolution shall take effect immediately and shall be published and promulgated in a widespread manner as is reasonably feasible under the conditions prevailing during this local emergency. A copy of this Resolution shall be forwarded to the Los Angeles County Operational Area Coordinator for transmission to California Emergency Management Agency.

PASSED, APPROVED, AND ADOPTED this 27th day of July 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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 Resolution No. 2022-74-3324 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of July 2022 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 2 to the Regional Food Recovery Program Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government.

City Manager's Recommendation:

Adopt Resolution No. 2022-79-3329, entitled, "A Resolution of the City Council of the City of Irwindale Approving Amendment No. 2 to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Regional Food Recovery Program, and Authorizing the City Manager to Execute Amendment No. 2 to the Memorandum of Agreement for the Regional Food Recovery Program as Required by Senate Bill 1383 (Lara) and CalRecycle Regulations."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director

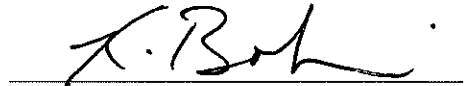


Reviewed by:

Adrian R. Guerra, City Attorney

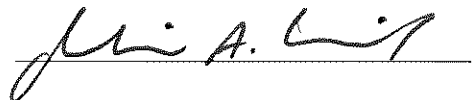
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On September 22, 2021, the City Council adopted Resolution No. 2021-78-3290, which approved and authorized the City Manager to enter into a Memorandum of Agreement with the San Gabriel Valley Council of Governments for participation in Tasks 1-4 of the San Gabriel Valley Regional Food Recovery Program and appropriated \$20,000 from the AB 939 Reserves. Participation in the San Gabriel Valley Regional Food Recovery Program ("Program") is crucial for the City of Irwindale in order to meet compliance regulations set forth under Senate Bill No. 1383 ("SB 1383"), the Short-lived Climate Pollutant Reduction Act of 2016, which focuses on monitoring and regulating the sources of emissions contributing to greenhouse gases. Jurisdictions are not only required to create and implement an Edible Food Recovery Program, they are also required to inspect and enforce Program requirements on businesses to ensure that they are in compliance with and abiding by the Mandatory Organic Waste Recycling and Edible Food Recovery Programs. Furthermore, local jurisdictions may be required, by CalRecycle to impose penalties for noncompliance on regulated entities starting January 1, 2024.

On November 10, 2021, the City Council adopted Resolution No. 2021-97-3309, which approved and authorized the City Manager to enter into Amendment No. 1 of the Regional Food Recovery Program Memorandum of Agreement. Amendment No. 1 included Tasks 5-6, which established and implemented an inspection and enforcement program for Tiers 1 and 2 commercial edible food generators and food recovery organizations under the SB 1383 regulations.

The requirements under SB 1383 Edible Food Recovery Program are cumbersome and costly for jurisdictions. As such, CalRecycle introduced a non-competitive grant program for local jurisdictions to assist with the implementation of these regulations; however, there are stipulations that come with this grant. The grant can only be used for capacity planning, collection, Edible Food Recovery, education and outreach related to organic waste and edible food recovery, enforcement and inspection, program evaluation/gap analysis, procurement requirements and record keeping. Additionally, jurisdictions can only use this funding for programs and outreach that have not yet started or as an extension of an existing program. In February 2022, staff applied for this grant and received \$20,142. The use of the funds were required to be outlined in the grant submittal. Staff requested to use this funding as an extension of the existing Regional Food Recovery Program with the San Gabriel Valley Council of Government to provide assistance to the food recovery organizations that are required to comply with SB 1383.

Amendment No. 2 to the Memorandum of Agreement for participation in the San Gabriel Valley Regional Food Recovery Program includes this funding received through CalRecycle's SB 1383 Local Assistance Grant Program. Tasks 7-9 include project management, creation of subregional food recovery hubs, coordination of the purchase of equipment, and creation/implementation of public outreach and education plans and campaigns. In addition, the amendment revises the number of inspections for Tiers 1 & 2 commercial edible food generators and revisions were made to the actual costs for Tasks 1-6 for Fiscal Year 2021/2022, which decreased from the original agreement amount. The costs for Tasks 5-6 for Fiscal Year 2022/2023 decreased from \$15,307 to \$12,830 and Fiscal Year 2023/2024 increased from \$15,707 to \$16,227.

The City Attorney has reviewed and approved Amendment No. 2 to the Memorandum of Agreement, which adds Tasks 7-9 to the Program's Scope of Work.

Fiscal Impact:

The cost for participating in Tasks 7-9 of the Regional Food Recovery Program is \$9,713.47. This funding will be paid for using the \$20,142 the City received from the CalRecycle's SB 1383 Local Assistance Grant Program. The balance of \$10,428.53 will be used to purchase equipment for the subregional food recovery hubs.

Attachment(s):

1. Regional Food Recovery Program Amendment No. 2 to Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government.
2. Resolution No. 2022-79-3329

RESOLUTION NO. 2022-79-3329

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE
CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY
REGIONAL FOOD RECOVERY PROGRAM, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF
AGREEMENT FOR THE REGIONAL FOOD RECOVERY PROGRAM AS REQUIRED
BY SENATE BILL 1383 (LARA) AND CALRECYCLE REGULATIONS**

WHEREAS, on September 22, 2021, the City Council adopted Resolution No. 2021-78-3290 to enter into a Memorandum of Agreement ("MOA") with the San Gabriel Valley Council of Governments for participation in Tasks 1-4 of the San Gabriel Valley Regional Food Recovery Program ("Program") and appropriated \$20,000 from the AB 939 Reserves; and

WHEREAS, participation in this Program is crucial for the City of Irwindale in order to meet organic waste reduction compliance regulations set forth under Senate Bill No. 1383 ("SB 1383"), the Short-lived Climate Pollutant Reduction Act of 2016; and

WHEREAS, under SB 1383, local jurisdictions are required to create and implement an Edible Food Recovery Program. Jurisdictions are also required to inspect and enforce Program requirements on businesses to ensure that they are in compliance with, and abiding by the Mandatory Organic Waste Recycling and Edible Food Recovery Program; and

WHEREAS, local jurisdictions may be required, by CalRecycle, to impose penalties for noncompliance on regulated entities starting January 1, 2024; and

WHEREAS, Program Tasks 1-4 were brought forth before city council for approval at the September 22, 2021 meeting through the MOA; and

WHEREAS, Program Tasks 5-6 under Amendment No. 1 to the MOA, which establishes and implements an inspection and enforcement program for Tier 1 and Tier 2 commercial edible food generators and food recovery organizations under the SB 1383 regulations were brought forth before city council for approval at the November 10, 2021 meeting; and

WHEREAS, CalRecycle introduced a non-competitive grant program for local jurisdictions to assist with the implementation of these regulations; however, the grant can only be used for capacity planning, collection, Edible Food Recovery, education and outreach related to organic waste and edible food recovery, enforcement and inspection, program evaluation/gap analysis, procurement requirements and record keeping; and

WHEREAS, staff applied for the CalRecycle's SB 1383 Local Assistance Grant Program in February 2022 and was awarded \$20,142 for the use of these funds as part of an extension to the existing Regional Food Recovery Program; and

WHEREAS, the City of Irwindale will be participating in Tasks 7-9 of the Regional Food Recovery Program through the approval of Amendment No. 2, with a cost not to exceed \$9,713.47 and the balance of \$10,428.53 will be used to purchase equipment for the subregional food recovery hubs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby adopts the Recitals above as true and correct and incorporates them herein by reference.

SECTION 2. The City Council hereby approves Amendment No. 2, attached hereto as Exhibit A, which includes the City of Irwindale's participation in Tasks 7-9 of the Regional Food Recovery Program as presented by the San Gabriel Valley Council of Government, and authorizes the City Manager to execute the same.

SECTION 3. The City Council of the City of Irwindale hereby acknowledges and allocates \$9,713.47 received from CalRecycle's SB 1383 Local Assistance Grant Program to cover the costs of Tasks 7-9 as set forth in Amendment No. 2 with the balance of \$10,428.53 to be used to purchase equipment for the subregional food recovery hubs.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 27th day of July 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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 Resolution No. 2022-79-3329 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of July 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**AMENDMENT NO. 2
TO
MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR
PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY
PROGRAM**

This Amendment No. 2 (“Amendment”) to the Memorandum of Agreement (“MOA”) Between the San Gabriel Valley Council of Governments (the “SGVCOG”) and the City of Irwindale (the “City”) for Participation in the San Gabriel Valley Regional Food Recovery Program, dated November 3, 2021, and amended on November 17, 2021, shall be effective upon the date executed by both Parties hereto (“Effective Date”).

RECITALS

- A. SGVCOG and City entered into the MOA under which SGVCOG retained a consultant to perform specified tasks (Tasks 1-4 of the MOA’s Scope of Work) toward the development of a regional approach toward compliance with SB 1383’s food recovery components.
- C. SGVCOG and City agreed to amend the MOA under Amendment No. 1 to develop and implement an Inspection Program (Tasks 5-6 of the MOA’s Scope of Work), revise the invoice submittal process, and extend the term of the MOA to August 1, 2024.
- D. SGVCOG and City desire to amend the MOA under this Amendment to revise the invoicing schedule and scope of work to reflect the updated number of inspections of Tier I and Tier II edible food generators and food recovery organizations and to incorporate Tasks 7-9 to participate in the expansion of the San Gabriel Valley Regional Food Recovery Program. City acknowledges that participation in Tasks 7-9 will be funded by the City’s awarded funds from the California Department of Resources Recycling and Recovery’s (CalRecycle) SB 1383 Local Assistance Grant Program.
- E. City agrees to support the Program by purchasing equipment or funding the collective purchase of equipment by entering into separate agreements with cities participating in the Program. Such equipment will be used to increase the capacity of local food organizations to recover edible food waste.

NOW THEREFORE, the Parties agree to amend the MOA as follows:

- I. Article III. Responsibilities of the Parties, Section A. Subsection 7 shall be deleted in its entirety and replaced with the following:

“7. Submit invoices to the City, in a total amount that does not exceed \$72,356 (includes consultant, SGVCOG administrative fees and all payments due from City), as follows:

 - After the execution of the MOA, invoice the City for Tasks 1-4 of the Scope of Work in an amount not to exceed \$16,959. Payment of invoice will be due within forty-five (45) days of the City’s receipt thereof.

- On or about November 15, 2021, invoice the City for the work to be performed under Tasks 5-6 of the Scope of Work from the Effective Date to December 31, 2022, in an amount that does not exceed \$16,626. Payment of the invoice will be due within forty-five (45) days of the City's receipt thereof.
- On or about August 1, 2022, invoice the City for the work to be performed under Tasks 7-9 of the Scope of Work from August 1, 2022, to March 30, 2024, in an amount that does not exceed \$9,713.47. Payment of the invoice will be due within forty-five (45) days of the City's receipt thereof.
- On or about November 1, 2022, invoice the City for the work to be performed under Tasks 5-6 of the Scope of Work from January 1, 2023 to December 31, 2023, in an amount that does not exceed \$12,830. Payment of invoice will be due within forty-five (45) days of the City's receipt thereof.
- On or about November 1, 2023, invoice the City for the work to be performed under Task 6 of the Scope of Work from January 1, 2024 to August 1, 2024 in an amount that does not exceed \$16,227. Payment of invoice will be due within forty-five (45) days of the City's receipt thereof.
- Any amounts paid by the City under this Amendment that are not expended in performance of Tasks 1-9 by August 1, 2024, will be refunded to the City by September 15, 2024, unless City and SGVCOG agree to extend the term of the MOA beyond August 1, 2024. SGVCOG shall provide to the City an accounting of funds at the same time of the refund, if any.

II. Article III. Responsibilities of the Parties, Section B shall be amended to add the following:

7. For participation in Tasks 7-9, City shall

- a. Agree that CalRecycle, the California Department of Finance, and the California Bureau of State Audits have the right to review and copy any records and supporting documentation pertaining to the funds awarded to City by CalRecycle to support the Program expansion ("Expansion Funds").
- b. Maintain records of Expansion Funds for a minimum of 3 years after May 2, 2024.
- c. Submit in writing requests to change the budget or scope of work, if applicable, to City's CalRecycle Grant Manager for work performed using Expansion Funds.
- d. Enter into separate agreements with participating cities for the collective purchase of equipment and supplies using Expansion Funds, if applicable. Such agreements shall establish which city owns the piece of equipment.
- e. Enter into separate agreements with nonprofit organizations to lease equipment purchased using Expansion Funds, if City owns such equipment.
- f. Submit all required reporting documents related to Expansion Funds to CalRecycle for each year by November 3, 2022, May 3, 2023, and May 2, 2024.

III. Attachment A to Amendment No. 1 entitled "San Gabriel Valley Regional Food Recovery Task 5 & 6 Program Scope of Work" shall be deleted in its entirety and replaced with the revised Attachment A, which is attached hereto and incorporated herein by this reference. SGVCOG shall cause its consultant to perform all tasks in the Scope of Work, as amended by this Amendment No. 2 .

- IV. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the MOA.
- V. This Amendment integrates all of the terms and conditions mentioned herein and supersedes all negotiations with respect to matters referenced herein. Except as specifically amended hereby, the MOA and Amendment No. 1 shall remain in full force and effect. To the extent there is any conflict or inconsistency between the terms and provisions of this Amendment and the MOA or Amendment No. 1, this Amendment shall control. From and after the date of this Amendment No. 2, whenever the term "Memorandum of Agreement," or "MOA" appears in the MOA, it shall mean the MOA, as amended by Amendment No. 1 and Amendment No. 2.

[Signature page to follow]

FOR THE CITY OF IRWINDALE:

By: _____
Julian A. Miranda
City Manager

Date: _____

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS:

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

ATTACHMENT A – TASK 5 & 6 SCOPE OF WORK
SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM

Task 5 Inspection Program Development

Task 5.1 Develop Inspection Schedule and Plan

Based on the information identified in Task 2, the Consultant shall develop a schedule and plan to implement a program, including a mechanism that allows for the submission of anonymous complaints and determining the validity of those complaints based on Section 18995.3 of the adopted guidelines, to conduct inspections of participating cities' Tier 1 commercial edible food generators and food recovery organizations and services for compliance with the adopted SB 1383 guidelines. Please note that cities must conduct inspections of Tier 1 commercial edible food generators and food recovery organizations and services for compliance beginning January 1, 2022. Inspections of Tier 2 commercial edible food generators for compliance with the adopted guidelines must begin on January 1, 2024. By law, the Consultant does not have authority to issue citations; however, the Consultant shall develop an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. Between January 1, 2022 and December 31, 2023, cities must provide educational materials describing the applicable requirements of the adopted guidelines in response to violations. Starting on January 1, 2024, cities must enforce the adopted guidelines pursuant to Sections 18995.4 and 18997.2 of the adopted guidelines in response to violations.

Deliverable: A report detailing the proposed schedule and plan to implement an inspection program in participating cities, including details of an effective method to quickly and effectively inform participating cities to issue educational materials and/or citations in the event that noncompliance is identified during inspections. The report must be presented to the SGVCOG and participating cities for review before November 29, 2021.

Task 6 Inspection Program Implementation

Task 6.1 Project Team Coordination

Monthly 30-minute project team meetings, regular phone and e-mail correspondence, and other communications with the SGVCOG to ensure that the tasks listed in this SOW stay on schedule and within budget.

Deliverable: Meeting notifications, agendas, and notes.

Task 6.2 Implement Inspection Schedule and Plan

Upon the approval by the SGVCOG and participating cities, the Consultant shall begin implementing the inspections beginning January 1, 2022 and until August 1, 2024. The Consultant shall document the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number

of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints. Additionally, the Consultant shall, in partnership with participating cities, document the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by type of entity subject to the adopted guidelines. Table 1 establishes the framework by which the Consultant is expected to perform the inspections, although the exact number of inspections per city may vary. Should a change to the number of inspections be required, the SGVCOG and the Consultant will work with the affected city to revise the number of inspections to ensure the city remains in compliance with SB 1383 while maintaining the approved not-to-exceed MOU amount as outlined in Article III. Responsibilities of the Parties, Section A, Subsection 7.

Table 1: Anticipated Number of Inspections by Entity per City; Years 2022-2024

2022						
City	Tier 1 - First Site Visit	Tier 1 - Second Site Visit	Tier 2 - First Site Visit	Tier 2 - Second Site Visit	FRO - First Site Visit	
Azusa	14	0	8	0	1	
Covina	16	0	15	0	3	
Duarte	7	7	7	7	1	
Glendora	14	0	18	0	1	
Irwindale	11	0	4	0	2	
La Canada Flintridge	6	2	9	3	0	
Monrovia	9	3	16	3	1	
Monterey Park	22	6	13	4	0	
South Pasadena	7	5	0	0	2	
Temple City	3	3	4	4	0	
Total	109	26	94	21	11	

2023						
City	Tier 1 - First Site Visit	Tier 1 - Second Site Visit	Tier 2 - First Site Visit	Tier 2 - Second Site Visit	FRO - First Site Visit	FRO - Second Site Visit
Azusa	16	12	8	6	2	1
Covina	18	0	16	0	5	0
Duarte	9	9	8	8	4	3
Glendora	16	10	20	11	3	2
Irwindale	13	0	5	0	4	0
La Canada Flintridge	6	3	9	4	2	0
Monrovia	10	3	17	5	2	0
Monterey Park	24	4	14	3	1	0
South Pasadena	8	5	6	3	3	0
Temple City	10	10	10	10	4	4
Total	130	56	113	50	30	10

2024						
City	Tier 1 - First Site Visit	Tier 1 - Second Site Visit	Tier 2 - First Site Visit	Tier 2 - Second Site Visit	FRO - First Site Visit	FRO - Second Site Visit
Azusa	16	12	8	6	3	1
Covina	18	0	16	0	6	0
Duarte	10	10	8	8	4	4
Glendora	16	7	20	6	3	0
Irwindale	13	0	5	0	5	0
La Canada Flintridge	7	1	10	1	2	0
Monrovia	11	3	18	4	2	0
Monterey Park	25	5	14	3	2	0
South Pasadena	8	0	7	0	3	0
Temple City	13	13	10	10	6	6
Total	137	51	116	38	36	11

Deliverable: Documentation of the number of inspections conducted by type for commercial edible food generators and food recovery organizations, the number of complaints pursuant to Section 18995.3 of the adopted guidelines that were received and investigated, and the number of Notices of Violations issued (in partnership with participating cities) based on investigation of those complaints. Additionally, the Consultant shall, in partnership with participating cities, provide documentation of the number of Notices of Violation, penalty orders, and enforcement actions that were resolved, categorized by the type of entity subject to the adopted guidelines. Such documents shall be provided on a monthly basis.

***Not all 14 participating cities that participate in Tasks 1-4 of the San Gabriel Valley Regional Food Recovery Program will participate in Tasks 5-6. The final contract amount will depend on the number of cities that choose to participate in Tasks 5-6.**

TASKS 7-9 SCOPE OF WORK

SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM

PHASE II EXPANSION

Task 7 Project Management

Task 7.1 Kickoff Meeting

The Consultant shall conduct a kickoff meeting with the SGVCOG. The primary objectives will be to review scope, schedule, project goals, and key issues.

Deliverables: Meeting notes and materials for kickoff meeting.

Task 7.2 Project Team Coordination

Monthly project team meetings, regular phone and e-mail correspondence, and other communications with the SGVCOG to ensure that the tasks listed in this SOW stay on schedule and within budget.

Deliverables: Meeting notifications, agendas, and notes.

Task 7.3 Project Management Update Meetings

The Consultant shall facilitate monthly meetings with the SGVCOG and representatives of participating cities to provide key project updates. These meetings can also be used to obtain feedback and input on key discussions. Monthly Project Management Update meetings can cease after the completion of Tasks 2.2 and 3.1; however, a final Project Management Update meeting should be provided towards the end of Task 3.2 to provide outreach and education updates for participating cities.

Deliverables: Meeting notifications, agendas, notes, presentations, and other relevant drafts and documents.

Task 8 Subregional Food Recovery Hubs

Task 8.1 Food Recovery Hub Expansion Facilitation

The Consultant shall review the list of identified food recovery organizations in the San Gabriel Valley and facilitate discussions with the largest food recovery organizations to identify their interests with serving as subregional food recovery hubs. A total of three subregional food recovery hubs should be established in the San Gabriel Valley. The Consultant should already possess a list of existing food recovery organizations' infrastructure and capacity limitations, ongoing partnerships with smaller food recovery organizations in their communities, and ongoing agreements/contracts with local Tier 1 and Tier 2 generators. At least one subregional food recovery hub must be located in Baldwin Park and at least one subregional food recovery hub must be located in Monterey Park.

Deliverables: A detailed report summarizing discussions held, along with the surveyed food recovery organizations' interest to serve as subregional food recovery hubs, their infrastructure and capacity limitations, their ongoing partnerships with smaller food recovery organizations, and their ongoing agreements/contracts with local Tier 1 and Tier 2 generators. Additionally, the report should note any possible challenges and concerns for each surveyed food recovery organization to serve as a subregional food recovery hub. The report shall be compiled in the form of one regional document, with the information on each San Gabriel Valley city formatted by sections.

Task 8.2 Capacity Expansion Support

Upon approval of the Task 2.1 report, the SGVCOG shall be responsible for coordinating the purchase of all of the necessary equipment. The Consultant shall support coordinating with selected food recovery organizations to obtain and set up the equipment. Upon completion, the Consultant shall develop a report of the total amounts of equipment and infrastructure that were added to selected food recovery organizations and calculate the amount of food recovery capacity increased.

Deliverables: A detailed report summarizing the total amounts of equipment and infrastructure that were added to selected food recovery organizations and calculations of food recovery capacity increased. The report should also include a location-by-location inventory and a map of supported food recovery hubs.

Task 9 Public Outreach

Task 9.1 Develop Outreach and Education Plan

The Consultant shall expand on the existing comprehensive outreach and education campaign for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups and specify plans and schedules to incorporate 12 workshops (once every 2 months), 6 social media campaigns (once every 4 months), and 6 rounds of mailer/flyer mailing campaigns (once every 4 months) for participating cities throughout the duration of this project. All materials must be provided in English, Chinese, and Spanish.

Deliverables: Outreach and education campaign materials and a detailed plan and schedule for a comprehensive outreach and education campaign for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups prepared for the SGVCOG's approval.

Task 9.2 Implement Outreach and Education Campaign

Upon approval by the SGVCOG, the Consultant shall implement an outreach and education campaign for participating cities' Tier 1 and Tier 2 edible food waste generators and stakeholder groups. The Consultant shall provide records of outreach and education efforts, along with copies of the utilized marketing

materials, that were conducted. The records shall include the date and to whom the information was disseminated or direct contact made.

Deliverables: Monthly reports on conducted outreach and education efforts and copies of the utilized marketing materials.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopt Resolution No. 2022-77-3327 Appointing a Business Member to the Irwindale Community Foundation Board of Directors for a Term ending June 30, 2024

City Manager's Recommendation:

Adopt Resolution No. 2022-77-3327 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPOINTING A MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS FOR A TERM EXPIRING JUNE 30, 2024."

Administrative Action:

Submitted / Prepared by:

Laura Nieto, Chief Deputy City Clerk

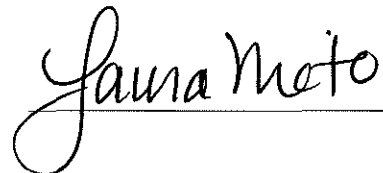
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

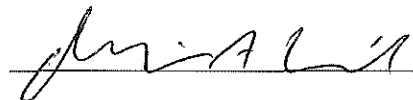
Approved by:

Julian A. Miranda, City Manager / Executive Director



Electronically Approved





Background and Analysis:

On October 10, 2018, City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation ("Foundation") for the purpose of accepting and using funds donated to the Foundation for community purposes.

On February 13, 2019, the City Council approved the Articles of Incorporation and Bylaws of the Irwindale Community Foundation that state the board of directors shall consist of five (5) members, who serve staggered terms of four (4) years. The board of directors shall be composed of the following:

- a. One sitting member of the City of Irwindale Council;
- b. Two residents of the City of Irwindale, who are not employees, commissioners, or elected officials of the City of Irwindale; and
- c. Two representatives of businesses located in the City of Irwindale, who are not employees, commissioners, or elected officials of the City of Irwindale.

On July 8, 2020, the City Council adopted Resolution No. 2020-54-3164, appointing Elizabeth Ramirez of Athens Services, a business located in the City of Irwindale, to the Irwindale Community Foundation for a term expiring June 30, 2022.

On June 23, 2022, the Secretary of the Irwindale Community Foundation mailed a letter from the Executive Director, to all businesses in the City of Irwindale, inviting applications from those interested in filling the vacancy created by the term expiration of Boardmember Ramirez.

By the deadline of Wednesday, July 20, 2022 at 6:00 p.m., the following application was submitted for consideration of appointment to the Irwindale Community Foundation:

Irwindale Poultry LLC (Mike Liang)
Athens Services (Elizabeth Ramirez)

Pursuant to the Foundation's Bylaws, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

- 1) Proposed Resolution No. 2022-77-3327
- 2) Irwindale Community Foundation Applications

RESOLUTION NO. 2022-77-3327

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, APPOINTING A MEMBER TO THE IRWINDALE
COMMUNITY FOUNDATION BOARD OF DIRECTORS
FOR A TERM EXPIRING JUNE 30, 2024**

WHEREAS, on October 10, 2018, City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes; and

WHEREAS, on February 13, 2019 City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors shall be five (5) members, who serve staggered terms of four (4) years, and shall be composed of the following: one (1) sitting member of the Irwindale City Council; two (2) residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and two (2) representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, On July 8, 2020, the City Council adopted Resolution No. 2020-54-3164 , appointing Elizabeth Ramirez of Athens Services, a business located in the City of Irwindale, to the Irwindale Community Foundation for a term expiring June 30, 2022; and

WHEREAS, the bylaws of the Foundation state that directors of the board shall retain their position on the board until a successor is appointed; and

WHEREAS, on June 23, 2022 staff began the process for soliciting members of the business community to apply for the above-referenced positions in accordance with the Maddy Act (Gov't Code § 54970, *et seq.*) ; and

WHEREAS, one (1) business submitted an application for consideration of appointment to the Irwindale Community Foundation; and

WHEREAS, all directors of the board shall be appointed by a majority of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council. Directors of the board may be removed with or without cause by a majority vote of the City Council; and

WHEREAS, it would now be appropriate for the City Council to make one (1) appointment of a business representative to the Irwindale Community Foundation for a two (2) year term expiring June 30, 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
IRWINDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Pursuant to bylaws of the Irwindale Community Foundation, directors shall be appointed for a two (2) year term.

Section 2. The City Council hereby appoints the following business representative to a term expiring June 30, 2024:

Section 3. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to each of the newly appointed member.

PASSED, APPROVED, and ADOPTED this 27th day of July 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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 Resolution No. 2022-77-3327 was adopted at an regular meeting of the Irwindale City Council held on the 27th day of July 2022, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



RECEIVED
JUL 05 2022
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- ☐ Resident
☒ Representative of a Business

Name of Business: Irwindale poultry LLC
Position: Plant Supervisor
Name: Mike Liang
Address: 15861 Salvaterra St
Occupation: _____
Employer: _____
Address: _____
Home Phone: (626) 586-5851 Business Phone: () _____
Years in Irwindale: 2 Registered Voter? Y
Educational background / degree: Some college
Licenses or Special Certificates: _____
List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. _____

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

To help support the Irwindale Community.

Application for Appointment
To Irwindale Community Foundation

Page 2

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

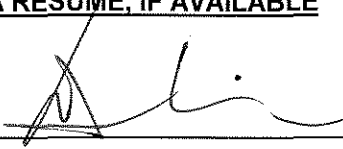
Kindness.

Have you applied for any City Board or Commission before? Yes _____ No ☒

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: _____

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JULY 20, 2022 AT 6:00 P.M.

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.



RECEIVED

JUL 20 2022

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- ☐ Resident
☒ Representative of a Business

Name of Business: Athens Services

Position: Vice President, Government Affairs

Name: Elizabeth Ramirez

Address: 5355 Vincent Avenue, Irwindale, CA 91706

Occupation: Government Affairs for Waste and Recycling Industry

Employer: Athens Services

Address: 5355 Vincent Avenue, Irwindale, CA 91706

Home Phone: () Business Phone: (626) 542-0475

Years in Irwindale: 5 Registered Voter? Yes

Educational background / degree: Masters in Public Administration

Licenses or Special Certificates: Not Applicable

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Board Member, Irwindale Chamber of Commerce, Current Vice Chair of the Azusa Planning Commission

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

It has been a privilege to serve on the ICF board these past two years. There has been a collaborative effort from the board to try and help set strategy and direction for the future. I would like the opportunity to finish up this work, particularly the project with APU and the community needs assessment.

Application for Appointment
To Irwindale Community Foundation

Page 2

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

I have experience serving as a Board member for various nonprofits, Chambers of Commerce, including a local,
private foundation. I'd like to utilize this experience and knowledge to continue developing the Irwindale
Community Foundation.

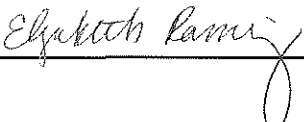
Have you applied for any City Board or Commission before? Yes X No

If so, which one? Irwindale Community Foundation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

I have over 15 years experience in working with non profits and municipal organizations. And I like to have fun! I think
this is important, because if you do not enjoy what you are doing, the job can be tough. I also believe that my past
experience and skill set will be an asset for the Irwindale Community Foundation.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: July 20, 2022

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

DEADLINE TO SUBMIT COMPLETED APPLICATION IS _____

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.

EDUCATION

Master of Public Administration (MPA)

University of La Verne,
La Verne, CA.

Bachelor of Arts (BA)

Business, Whittier College, Whittier,
CA.

Certificate in International Business Practice

The Mountbatten Institute,
London, UK.

Marion Bergeson Excellence in Public Service Series

Orange County, CA. 2016

RECOGNITION

2020 Woman Achiever

By Business Life Magazine

2018 Outstanding Corporate Woman, Women in Business

By Senator Anthony Portantino
(25th Senate District)

2017 Member of the Year

WTS Los Angeles

2013 Woman of the Year

for the City of Azusa by
Congresswoman Grace Napolitano
(32nd District)

SERVICE

Azusa Planning Commission

Commissioner, Oct 2018 - Present

Irwindale Chamber of Commerce

Board Member, Jan 2018 – Present

Irwindale Community Foundation

Board Member, Jul 2020 – Present

La Cañada Chamber of Commerce

Board Member, Mar 2018 – Present

Azusa Historical Society

Board Member, Nov 2019 – Present

4C Lab

Board Member, Nov 2016 – Present

SUMMARY

Government relations professional with 17 years of experience in government advocacy and strategic community outreach in southern California. Specialize in understanding complex public policy issues and translating them for the general public to understand in a simple and concise way. Possess excellent interpersonal skills and has proven success engaging local communities, government leaders, and city staff, by aligning ideas, objectives, and resources that resulted in securing multi-million dollars in revenue.

EXPERIENCE

Vice President, Government Affairs

April 2021 - Present

Director of Government Affairs

May 2017 – March 2021

Athens Services

Irwindale, CA

Responsible for gathering, interpreting, and informing executive management on potential business risks and opportunities in designated markets. Provide knowledge and interpretation to Government Affairs team regarding City political dynamics. Maintain awareness of legislation, competition and trends affecting industry. Provide stewardship for compliance with company contracts. Actively engage in community organizations including Chamber of Commerce, service clubs and other charitable organizations to promote Athens. Participate in annual department planning and budgeting.

Public Affairs

Jan 2004 – Present

Various Clients

San Gabriel Valley, CA

Responsible for community outreach and education on local land use initiatives and candidate elections. Organize and manage all campaign events; including grassroots mobilizing, community meetings, and fundraisers. Serve as liaison between campaign officials, community members, city administration and elected officials. Educate project stakeholders on EIR and CEQA processes and garner feedback. Successful in overturning two land use ballot referendums and securing multi-million dollars in funding for the community. Was instrumental in winning multiple local political campaigns (re-elections and new candidates) for City Council, City Clerk and Community College Board of Trustees.

Community Outreach Director

Apr 2015 – Apr 2017

Curt Pringle & Associates, Inc.

Anaheim, CA

Design, implement and manage communications strategies and community education campaigns to reinforce client's brand/project and strengthen relations between the client and the community. Identify and develop relationships with key community stakeholders: elected officials, regional agencies, businesses and local community leaders. Leverage these relationships to garner project support and project approval. Organize, facilitate and present at business and community meetings. Develop and deliver presentations for planning commission and city council public hearings. Design collateral materials, such as fact sheets, presentations, displays and web material. Obtained a 5-0 City Council Vote for a local transit-oriented development project, generating significant tax revenue and providing new housing opportunities and transit options for the community.

SERVICE (continued)

Monrovia Chamber of Commerce
Board Member, Jan 2021 – July 2021

Glendale Chamber of Commerce
Board Member, May 2019 – Sep 2021

San Gabriel Valley Habitat for Humanity
Board Member, 2018 – 2020

WTS Los Angeles, California
Vice President, Communications
& Membership, Jan 2017 – Dec 2018
Communications Chair, 2016 – 2017
Programs Chair, 2015

Canyon City Foundation
Azusa, California
Director, Board Secretary
2008 – 2013

Azusa Golden Days Committee
Azusa, California
Publicity Chair
2010-2012

California Science Center
Los Angeles, California
Scuba Diver
2011

COMPETENCIES

- Government Advocacy
- Public Speaking
- Public Relations
- Outreach & Awareness
- Strategic Communications
- Relationship Building
- Grant/Proposal Writing
- Project Management
- Contract Management

Business Development

Group Delta Consultants, Inc.

Jan 2014 – Apr 2015

Torrance, CA

Work with principals to identify project pursuits and evaluate new transportation engineering design opportunities, including review of teaming strategies and partnerships. Collaborate with the marketing team and principals to strategize and prepare responses to RFQ's/RFP's. Manage development of collateral materials, website content and social media platforms to further market the firm. Network and promote firm services through industry seminars and events. Successes: Managed proposal RFP/RFQ efforts for 5 regional offices and developed internal processes and controls to streamline information management.

Project Manager

Ramirez Masonry, Inc.

Apr 2008 – Mar 2013

Pomona, CA

Developed new industry marketing materials, including digital and offline marketing. Managed and streamlined human resources programs. Assisted with construction project management, including contract negotiations, scheduling, and acquisition of materials. Managed the human resources programs, ultimately transitioning management to a 3rd party, resulting in cost savings to the firm. Developed new processes to reorganize and simplify data management to allow for increase productivity and ease of team collaboration and information sharing.

Project Manager/

Assistant Group Systems Accountant

Thomas Miller & Co., Ltd.

Mar 2007 – Mar 2008

London, United Kingdom

Managed the development and implementation of a software enhancement program for the existing accounting system. Developed the business plan and project proposal, including SWOT analysis. Managed external consultants. Responsible for system testing and the development of user guides, employee training, and provided support for all system related issues. Coordinate system implementation, roll out and training to users in international offices. Successfully managed the design and implementation of this project, which provided a streamlined process for expense accounting across various international offices, resulting in a significant cost savings for the firm.

Director of Operations

Native Grow Nursery/VCS Environmental

Sept 2004 – Dec 2006

San Juan Capistrano, CA

Managed and facilitated the building and development of a native plant nursery. Responsible for daily operations and supervision 8 employees. Accountable for human resources, accounting, inventory and purchasing. Prepare budgets and monitor all financial activities. Actively involved in coordinating the expansion and growth efforts of the company. Developed and managed this secondary organization for employer in order to increase the company capacity to provide expanded services to clients.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Adopt Resolution No. 2022-78-3328 Appointing a Voting Delegate for 2022 League of California Cities Annual Conference – Annual Business Meeting

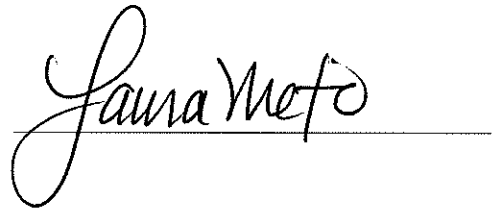
City Manager's Recommendation:

Adopt Resolution No. 2022-78-3328, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE."

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk

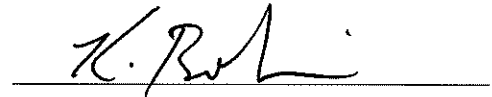


Reviewed by:

Adrian R. Guerra, City Attorney

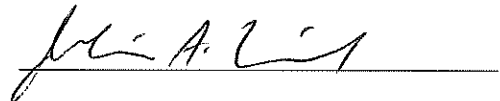
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The 2022 League of California Cities Annual Conference is scheduled for September 7-9, 2022 in Long Beach, California. As part of the annual conference, the League will be holding the Annual Business Meeting on Friday, September 9, 2022 at the Long Beach Convention Center.

The City of Irwindale is a full voting member of the League of California Cities (League); and

The League takes positions on matters affecting cities throughout the state, including but not restricted to sponsoring legislation, taking joint positions on pending legislation, and placing voters' initiatives on the ballot.

At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order for the City of Irwindale to vote at the meeting, it is necessary for the City Council to designate a voting delegate. The League requires each city seeking to vote on those matters to authorize by resolution its Mayor or other elected officials to formally represent the city, participate in the business meeting and vote on behalf of the city. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the primary delegate is unable to serve in that capacity.

Fiscal Impact:

None.

Attachment:

Resolution No. 2022-78-3328
League of California Cities correspondence
Annual Conference Voting Procedures
Voting Delegate / Alternate Form

RESOLUTION NO. 2022-78-3328

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING A VOTING DELEGATE AND ALTERNATE(S) FOR THE
2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

WHEREAS, the City of Irwindale is a full voting member of the League of California Cities (League); and

WHEREAS, the League takes positions on matters affecting cities throughout the state, including but not restricted to sponsoring legislation, taking joint positions on pending legislation, and placing voters' initiatives on the ballot; and

WHEREAS, the Board of Directors of the League of California Cities places matters for the cities' collective consideration on the agenda for the business meeting at the League's annual conference which is taking place in Long Beach, California on September 7-9, 2022; and

WHEREAS, the League requires each city seeking to vote on those matters to authorize by resolution its Mayor or other elected officials to formally represent the city, participate in the business meeting and vote on behalf of the city; and

WHEREAS, the City Council of the City of Irwindale desires to authorize a delegate to formally represent the City, participate in the business meeting and vote on behalf of the city at the 2022 League of California Cities Annual Conference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council determines that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. The City Council of the City of Irwindale hereby appoints _____ as the voting delegate and _____ as the alternate voting delegate for the League of California Cities Annual Conference.

SECTION 3. The Chief Deputy City Clerk is authorized to forward a copy of this resolution to inform the League of the appointments.

SECTION 4. This resolution shall take effect immediately following its adoption.

PASSED, APPROVED AND ADOPTED this 27th day of July, 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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 Resolution No. 2022-78-3328 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 27th day of July, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



LEAGUE OF
**CALIFORNIA
CITIES**

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



LEAGUE OF
**CALIFORNIA
CITIES**

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



LEAGUE OF
CALIFORNIA
CITIES

CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254

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

SA Item 1A2

JULY 13, 2022
WEDNESDAY
9:58 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 Albert F. Ambriz;
Mayor Larry G. Burrola

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Special Joint meeting held June 22, 2022
- 2) Regular meeting held June 22 2022

ITEM NO. 1B
WARRANTS

WARRANTS

None for approval

END OF CONSENT CALENDAR

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:59 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

JULY 13, 2022
WEDNESDAY
9:59 P.M.

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

ROLL CALL:

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra,
 General Counsel; Jamie Traxler, Assistant General Counsel;
 Arsanious Hanna, Director of Engineering / Building Official; Marilyn
 Simpson, Community Development Director; Mary Hull, Human
 Resources Manager, Elizabeth Rodriguez, Public Services Director;
 Iris Espino, Assistant to the Executive Director; and Laura Nieto, Chief
 Assistant Authority Secretary

**SPONTANEOUS
 COMMUNICATIONS**

VERONICA BARBOSA

Veronica Barbosa Lara submitted written statements wherein she
 complained that the guidelines for the Las Casitas Senior Housing
 program does not permit individuals to submit affidavits to vouch for
 the Irwindale residency of applicants. She also stated that the Board
 is not considering the needs of resident seniors, who desperately need
 more senior housing developments. She made allegations of
 misappropriated funds.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Vice
 Chair Ambriz, to approve Consent Calendar. The motion was
 unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special Joint meeting held June 22, 2022
- 3) Regular meeting held June 22, 2022

NEW BUSINESS

ITEM NO. 2A
POTENTIAL
HOUSING SITES
FOR COMPLIANCE
WITH THE 2021-2029
SCAG 6TH CYCLE
REGIONAL HOUSING
NEEDS ASSESSMENT

POTENTIAL HOUSING SITES FOR COMPLIANCE WITH THE
2021-2029 SCAG 6TH CYCLE REGIONAL HOUSING NEEDS
ASSESSMENT FOR THE HOUSING ELEMENT & GENERAL PLAN
UPDATE (Joint item on City Council agenda)

FOR THE HOUSING
ELEMENT &
GENERAL PLAN
UPDATE

GENERAL COUNSEL
GUERRA

General Counsel Guerra advised that staff will make an overall presentation regarding all sites, and once individual sites are considered, those Board Members that have conflicts of interest with those specific sites may exit the Council Chambers and refrain from participating in discussing said properties.

DIRECTOR SIMPSON

Director Simpson presented the staff report and made a PowerPoint presentation. She added that the owner of the Mt. Olive Storage property would like to comment that they are satisfied with the site's current use but would like to have a residential zoning overlay considered at the site as well.

Director Simpson then noted that she would begin presenting information relating to the Allen Drive site.

GENERAL COUNSEL
GUERRA

General Counsel Guerra asked that Board Member Breceda and Executive Director Miranda exit the Council Chambers since they have conflicts of interest with this specific site. He added that the site will be discussed, after which the Board and members of the public will have the opportunity to discuss it, and once direction on the site is provided, Board Member Breceda and Executive Director Miranda may return to the Council Chambers.

BOARD MEMBER
BRECEDA AND
EXECUTIVE DIRECTOR
MIRANDA

Board Member Breceda and Executive Director Miranda declared potential conflicts of interest with this site and exited the Council Chambers at 7:59 p.m.

DIRECTOR SIMPSON

Director Simpson then began discussing the Allen Drive site, and spoke on its density capacity.

VICE CHAIR AMBRIZ

Vice Chair Ambriz recommended constructing 12 homes per acre on seven of the 10 available acres. He recommended designating the remaining three acres as a buffer, a small park, or some other future use. He noted that the seven houses built at Ambriz Street will factor into the 119 RHNA numbers, and further suggested the possibility of constructing senior apartments or 28 homes near Avenida Padilla due to its proximity to the Gold Line station.

DIRECTOR SIMPSON

Director Simpson noted that the city has already committed in the 5th Cycle RHNA to designate three acres of the Allen Drive site for the construction of 21 units per acre.

BOARD MEMBER ORTIZ	Board Member Ortiz suggested using eight acres of the site for housing. After Director Simpson responded to several clarifying questions from Board Member Ortiz, he expressed his preference for the development of 12 units per acre.
DIRECTOR SIMPSON	Director Simpson reiterated that the city has already committed to designating three acres, with 21 units per acre. She added that HCD has ready adopted the proposal, and as such, the city would need to identify another four or five acres, for a total of eight acres to be used, to which Board Member Ortiz suggested building single-family residences at the remaining four or five acres. He noted that residents are not interested in apartments, with the exception of senior apartments, and suggested potentially locating the 63 units that the city already committed to at the Mt. Olive Storage site, to which Director Simpson said that staff would need to contact the HCD to inquire whether the location could be changed as requested.
CHAIR BURROLA	Responding to a question by Chair Burrola, Director Simpson indicated that the Board does not necessarily have to determine the type of housing that should be developed at this time. Rather, the Board needs to determine the housing density for the sites.
GENERAL COUNSEL GUERRA	General Counsel Guerra noted that it is not necessary to accommodate all 119 homes on one property. He suggested that the Board first identify how many acres they would like to utilize, recognizing that three of the 10 acres on Allen Drive have already been designated. Of those remaining seven acres, the Board should determine how many to use for housing and how many for future use.
CHAIR BURROLA	Chair Burrola suggested utilizing six acres for housing and leaving the remaining four acres for future use. He added that condominiums are not desired, and noted that in-fill housing may also be developed throughout the city.
BOARD MEMBER GARCIA	Board Member Garcia concurred, noting that consideration should also be given to the amount of space needed for open spaces, walkways, streets, etc.
DIRECTOR SIMPSON	Director Simpson indicated that the vacant lots throughout town would be considered for moderate-income level homes since they are individual parcels. She also spoke on the need to identify other sites in addition to Allen Drive, since the HCD may decide that some of the acreage may not be suitable for development.
CHAIR BURROLA	Chair Burrola suggested focusing on Allen Drive. He then asked whether the previous allocation already dedicated in the 5 th cycle RHNA numbers could be modified, to which Director Simpson advised that it would be difficult at this point since the city has already committed to them.

VICE CHAIR AMBRIZ	Vice Chair Ambriz stated that the community does not want apartments.
GENERAL COUNSEL GUERRA	General Counsel Guerra reiterated that staff would reach out to HCD to see if the three acres previously designated could be modified.
VERONICA BARBOSA LARA	Veronica Barbosa Lara urged the Board to address the needs of local seniors by dedicating a portion of Allen Drive for the development of senior housing.
TONY NARANJO	Tony Naranjo expressed concern that the state may impose its preferences on housing issues if the Board fails to act quickly.
SUZANNE GOMEZ	Suzanne Gomez spoke on Irwindale's uniqueness and encouraged the Board to "stay the course." She stated that many local cities are also struggling to fulfill their RHNA obligation, which the Governor acknowledges. She urged the Board to stand up for what the city represents, and encouraged the development of apartments near the Gold Line station.
VICE CHAIR AMBRIZ	Vice Chair Ambriz disagreed with the comment that the Board is not acting quickly enough, and stated that the Board is doing its best to make sure the residents' needs are met.
BOARD MEMBER GARCIA	Board Member Garcia expressed his understanding that the three acres on Allen Drive that have already been committed were designated for mixed use and senior housing. He stated that this likely remains the best use for the acreage.
VICE CHAIR AMBRIZ	Replying to a question by Vice Chair Ambriz, Director Simpson indicated that high-density apartments or condominiums would typically be what is developed at the three acres. However, a developer may suggest something else.
CHAIR BURROLA	Chair Burrola spoke against townhouses and condominiums, noting that these types of developments typically require their homeowners to pay home association fees, which may be too difficult for low-income residents to pay.
GENERAL COUNSEL GUERRA	General Counsel Guerra repeated that staff would reach out to HCD regarding the three acres the city has already designated. Additionally, per the input received by the Board, three additional acres at Allen Drive will be zoned R1, and the remaining four units would be reserved for potential future use. Since the discussion on this item completed, he stated that Board Member Breceda and Executive Director Miranda may return to the Council Chambers to resume discussing the remaining properties.

BOARD MEMBER BRECEDA AND EXECUTIVE DIRECTOR MIRANDA	Board Member Breceda and Executive Director Miranda then returned to the Council Chambers at 9:08 p.m.
DIRECTOR SIMPSON	Director Simpson then discussed the characteristics of 12861 Schabarum Avenue. She proposed R3 zoning, heavy residential, with apartments or condominiums, with a capacity of approximately 21 units for the acre of land. She noted that it is located near a medical facility, financial institutions, college, schools, grocery stores, and transit.
VICE CHAIR AMBRIZ	Vice Chair Ambriz suggested against utilizing this site for housing.
BOARD MEMBER ORTIZ	Board Member Ortiz concurred with Vice Chair Ambriz.
BOARD CONSENSUS	Board consensus was reached to reject the Schabarum site for housing.
DIRECTOR SIMPSON	Director Simpson then began discussing the Irwindale Avenue & Avenida Padilla site and provided site characteristics. She advised there is a capacity for about 33 units on two acres. She added that staff has spoken to a property owner in the area who expressed interest in a zoning overlay to allow for the development of housing at the site.
BOARD CONSENSUS	Board consensus was reached to agree with staff's recommendations regarding this site.
DIRECTOR SIMPSON	Director Simpson then discussed the Gold Line Reliance II / 15990 Foothill Boulevard site and provided site characteristics. She noted that this site has an adopted, applicable Specific Plan. Staff recommended zoning that would allow for mixed density units, potentially developing 23 units at one acre of the site. The site is near the Gold Line.
VICE CHAIR AMBRIZ	Responding to a questions by Vice Chair Ambriz, Director Simpson advised that the family that owns Mt. Olive Storage had expressed concern over the city's eminent domain powers. However, after discussing the concerns with staff, the family is happy that the city is under consideration. She noted that the family is not considering scrapping their business, but is happy with the possibility of a zoning overlay at the site to allow for the development of housing.
DOMINIC BEA	Dominic Bea, who identified himself as the son of Mt. Olive Storage's founder, provided brief background information on the business, and noted his family's willingness for a zoning overlay to be used at the site.

DIRECTOR SIMPSON Director Simpson stated that, although the site is over 20 acres in size, staff proposes a density of 57 units over 10 acres. She then discussed 13201 Ramona Boulevard and its four acres. Staff proposes zoning this site as R1 and R2, mixed commercial and residential uses. She noted that if mixed use is approved for the site, it could potentially hold more than 27 units.

Director Simpson then spoke on 12881 Ramona Boulevard and described its characteristics. Staff proposes developing 21 R3 units.

BOARD MEMBER ORTIZ Responding to a comment by Board Member Ortiz, Director Simpson reminded the Board that the HCD may still reject some of the sites proposed for housing. However, she advised that she would continue working with the consultants to put the information together and present the package to the Board.

CHAIR BURROLA Chair Burrola asked about the deadline to submit the information to HCD, to which Director Simpson acknowledged that the original deadline has since passed, though October 15 has been marked as the new deadline. She added that, although the HCD may reject some of the properties, it would provide a justification for the rejection and would provide the city the opportunity to respond.

ITEM NO. 2B
IRWINDALE HOUSING
AUTHORITY
GUIDELINES, POLICIES,
AND PROCEDURES
FOR SENIOR
LOW/MODERATE
INCOME HOUSING
APARTMENT RENTAL
PROGRAM

IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES, AND PROCEDURES FOR SENIOR LOW/MODERATE INCOME HOUSING APARTMENT RENTAL PROGRAM

This item was continued to a special meeting to be held on July 21, 2022, due to the late night hour.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 10:05 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

- ☐ City Council
☐ Successor Agency
☒ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 27, 2022
To: Honorable Chair and Members of the Housing Authority
From: Julian Miranda, Executive Director
Issue: Consideration of Approval – Subordination of Home Purchase Loan at 15850 Juarez Street

City Manager's Recommendation:

- 1) Approve the request by Iris E. Espino for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Subordination Policy; and
- 2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form, along with other ancillary documents to further protect the Housing Authority, as presented with this Agenda Report.

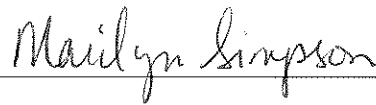
Prepared by:

Robert J. Lee, Assistant General Counsel

Electronically Approved

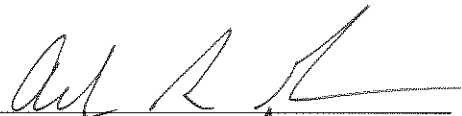
Submitted by:

Marilyn Simpson, Community Development Director



Reviewed by:

Adrian R. Guerra, General Counsel

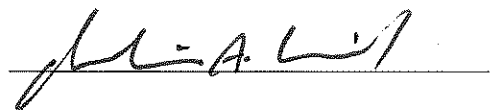


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian Miranda, Executive Director



Background and Analysis:

- 1) The Irwindale Housing Authority ("Authority") received a written request from Iris E. Espino ("Owner") for the Authority to subordinate its loan ("Authority Loan") made to Owner, secured by a deed of trust recorded with the Recorder's Office ("Authority Deed of Trust"), in connection with a proposed refinance of Owner's existing mortgage ("Current Private Mortgage") for the property located at 15850 Juarez Street ("Property") without taking any cash out. The current balance of the original loan amount for the Current Private Mortgage is \$213,751.00, and the new loan ("New Loan") would be for the amount of \$215,000.00.
- 2) Any subordination of the Authority Loan to the New Loan for the proposed refinance will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via a subordination agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full. It should be noted, however, that Authority agreement to subordinate to the New Loan essentially places the Authority in the same lien priority position as the status quo and will therefore, not place Authority in any worse priority position.¹
- 3) Any approval of the requested subordination would comply with the requirement stated in the Subordination Policy ("Policy") adopted by the Board on December 8, 2021, that all debt on the property must not exceed 80% of the property value. The loan-to-value ratio on the Property after the requested subordination would be less than 62%. All other requirements under the Policy would be met as well, including that approval of the subordination request will result in borrower's monthly financial housing obligations being decreased. Additionally, recordation of the attached Request for Notice of Delinquency and Request for Notice will allow Authority to receive notice in the event Owner is delinquent on payments made for the New Loan, and take any appropriate action to cure Owner's default in the event Authority deems such action to be of benefit.
- 4) Approval of this request would permit the Owner to close escrow on the New Loan and take advantage of a reduced interest rate.

¹ California is a race notice state which means as a general rule, under California's race notice recording statute, a bona fide purchaser for value without notice who first records wins a priority dispute. Civ. Code § 1214. Because the Authority Deed of Trust was recorded before the deed of trust that will be recorded to secure payment of the New Loan, the lender of the New Loan is requesting subordination of the Authority Deed of trust to the New Loan.

Fiscal Impact:

There is no immediate impact because the Authority will be maintaining the status quo with respect to its lien position.

Attachments:

- 1: Subordination Agreement
- 2: Request for Notice of Delinquency
- 3: Request for Notice

RECORDING REQUESTED BY:

Attachment 1

WHEN RECORDED MAIL TO:
IRWINDALE HOUSING AUTHORITY
5050 N IRWINDALE AVENUE
IRWINDALE, CA 91706

ESCROW NO: 233312 (MH)
TITLE ORDER NO: 233312 (GH)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103

APN: 8417-028-067
15850 Juarez Street
Irwindale, CA 91706

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, is made August ____, 2022, by IRIS E. ESPINO, a single woman, owner of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, present owner and holder of the Regulatory Agreement and Declaration of Covenants and Restrictions ("Regulatory Agreement") dated July 17, 2017, and Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Authority Deed of Trust"), dated July 17, 2017, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did execute the Authority Deed of Trust in favor of the IRWINDALE HOUSING AUTHORITY to First American Title Insurance Company, Trustee, which Authority Deed of Trust was recorded on August 8, 2017 as document no. 20170888880, and Owner did execute the Regulatory Agreement in favor of IRWINDALE HOUSING AUTHORITY, which Regulatory Agreement was recorded on August 8, 2017 as document no. 20170888879, Official Records of said county covering:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 72832, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 385, PAGES 55 AND 56, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000), in favor of:

F&A FEDERAL CREDIT UNION

hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust ("Lender Deed of Trust") is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lender Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Authority Deed of Trust; and

WHEREAS, Lender is willing to make said loan provided the Lender Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Authority Deed of Trust and Regulatory Agreement first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Authority Deed of Trust and Regulatory Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Lender Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Authority Deed of Trust and Regulatory Agreement first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Lender Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Authority Deed of Trust and Regulatory Agreement above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Authority Deed of Trust and Regulatory Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Authority Deed of Trust and Regulatory Agreement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (A) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Authority Deed of Trust and Regulatory Agreement first above mentioned in favor of the lien or charge upon said land of the Lender Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (B) An endorsement has been placed upon the note secured by the Authority Deed of Trust and Regulatory Agreement first above mentioned that said Authority Deed of Trust and Regulatory Agreement have by this instrument been subordinated to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

“BENEFICIARY”

IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic

Julian Miranda, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, General Counsel

“OWNER”

IRIS E. ESPINO

Iris E. Espino

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 _____) §

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, 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 of Notary

(Affix seal here)

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 _____) §

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, 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 of Notary

(Affix seal here)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Irwindale Housing Authority
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attention: Executive Director

Space above this line for Recorder's use
Exempt from payment of recording fees pursuant to Government Code § 6103.

**REQUEST FOR NOTICE OF DELINQUENCY
UNDER SECTION 2924e CIVIL CODE**

In accordance with California Civil Code Section 2924e, REQUEST IS HEREBY MADE that a written notice of any or all delinquencies of four (4) months or more in payments of principal or interest secured by that certain deed of trust recorded on _____, 2022, as Instrument No. _____, of Official Records of Los Angeles County, California executed by Iris E. Espino, a single woman, in which F&A Federal Credit Union is Beneficiary, and First American Title Insurance Company is Trustee, and covering the land legally described on Exhibit A attached hereto and incorporated herein by reference and commonly known as:

15850 Juarez Street, Irwindale, CA 91706,

be mailed to the IRWINDALE HOUSING AUTHORITY at 5050 N. Irwindale Authority, Irwindale, CA 91706, Attn. Executive Director which is the lender under a junior loan secured by a deed of trust on the land described above ("Junior Lien").

The maturity date of the Junior Lien is August 7, 2062.

OWNER:

IRIS E. ESPINO, a single woman

Iris E. Espino

BENEFICIARY:

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

Julian Miranda, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

Dated: _____, 2022

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 } ss:
COUNTY OF _____

On _____, 2022 before me, _____, a Notary Public, personally
(here insert name and title of the officer)
appeared _____ who proved to me on the basis of satisfactory evidence to be
the person whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the person, 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 _____

This area for notary stamp)

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 } ss:
COUNTY OF _____

On _____, 2022 before me, _____, a Notary Public, personally
(here insert name and title of the officer)
appeared **IRIS E. ESPINO** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons 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 _____

This area for notary stamp)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

PARCEL 1 OF PARCEL MAP NO. 72832, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 385, PAGES 55 AND 56, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 8417-028-067
15850 Juarez Street

Attachment "3"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Irwindale Housing Authority
5050 North Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

Exempt from payment of a recording fee pursuant to
Government Code § 6103.

REQUEST FOR NOTICE UNDER SECTION 2924B CIVIL CODE

In accordance with California Civil Code Section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 2022, in the Official Records of Los Angeles County, California, and affecting the property at 15850 Juarez Street, Irwindale, CA, described in Exhibit "A," attached hereto and incorporated herein by this reference, executed by Iris E. Espino, a single woman, to First American Title Company, as Trustee, in which F&A Federal Credit Union was named as Beneficiary, be mailed to:

Irwindale Housing Authority
5050 North Irwindale Avenue
Irwindale, CA 91706
Attention: Housing Department

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

IRWINDALE HOUSING AUTHORITY,
a public body, corporate and politic

Julian Miranda, Executive Director

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 _____, 2022 before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

PARCEL 1 OF PARCEL MAP NO. 72832, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 385, PAGES 55 AND 56, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 8417-028-067
15850 Juarez Street
Irwindale, CA