

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

OCTOBER 12, 2022

SPECIAL MEETING – 5:30 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. 2022-90-3340

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



SPECIAL MEETING – 5:30 P.M.

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. RECESS TO CLOSED SESSION

A. Liability Claims

Pursuant to Government Code Section 54956.95:

- 1) Claimant: Maggie Guzman
Agency claimed against: City of Irwindale, Irwindale Housing Authority
- 2) Claimants: Fred & Becky Barbosa
Agency claimed against: City of Irwindale, Irwindale Housing Authority

B. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: South Manning Pit (APNs 8417-034-905; 8417-034-907, 8417-007-908)
Agency Negotiators: Julian A. Miranda, City Manager and Arsanious Hanna, Director of
Engineering / Building Official
Negotiating Parties: Los Angeles County Flood Control District
Under Negotiation: Price and Terms

Property: Las Casitas at 5164 Ayon Avenue
Agency Negotiator: Julian Miranda, Executive Director
Parties: Housing Authority, Northridge Group, and Potential Lessor
Under Negotiation: Price and terms of potential sale

C. Conference with Legal Counsel—Anticipated Litigation (City Council)

Significant Exposure to Litigation

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

A point has been reached where, in the opinion of the legislative body of the local agency, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the local agency. The facts and circumstances

are those that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of cases: 1

D. Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation pursuant to California Government Code Section 54956.9(d)(4)

Number of Cases: 1

D. 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 October 12, 2022 through November 11, 2022

Department: Administration / City Clerk

Recommendation: Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-97-3347, Resolution No. SA 2022-98-3348, and Resolution No. HA 2022-19-129**, 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 OCTOBER 12, 2022 THROUGH NOVEMBER 11, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

2. ***Approval of Settlement Agreement and Release of All Claims – Fred Barbosa and Rebecca Barbosa***

Department: Administration

Recommendation: That the Irwindale City Council and Irwindale Housing Authority Board approve and authorize the City Manager to execute the Settlement Agreement and Release of All Claims with Fred Barbosa and Rebecca Barbosa for full and final settlement of all claims against the City of Irwindale and the Irwindale Housing Authority in the amount of \$66,505.50.

3. Approval Settlement Agreement and Release of All Claims – Maggie Guzman

Department: Administration

Recommendation: That the Irwindale City Council and Irwindale Housing Authority Board approve and authorize the City Manager to execute the Settlement Agreement and Release of All Claims with Maggie Guzman for full and final settlement of all claims against the City of Irwindale and the Irwindale Housing Authority in the amount of \$2,807.07.

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURNMENT

****Special Meeting agenda amended on Tuesday, October 11, 2022 at 3:30 p.m. to add the bolded, italicized and highlighted items.***

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**
- I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

- 1. Proclamation Declaring October as Anti-Bullying Month

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

Department: Administration /City Clerk

Recommendation: Approve the following minutes:

1. Special Joint Meeting held September 28, 2022
2. Regular meeting held September 28, 2022

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

C. Claim Rejection – Saavedra v. City of Irwindale

Department: Administration / City Clerk

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

D. Fee Waiver for Use of City Facility for a Four-Day Vote Center

Department: Administration / City Clerk

Recommendation: **Adopt Resolution No. 2022-94-3344** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT AND VOTE CENTER ELECTION PLAN."

E. Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of \$80,000 for Traffic Safety Education , and Impaired driving enforcement

Department: Police

Recommendation: (1) Approve and authorize the City Manager to sign the 2022-2023 (STEP) Selective Traffic Enforcement Program Sub-recipient agreement between California Office of Traffic Safety (OTS) and the City of Irwindale; and (2) **Adopt Resolution No. 2022-**

95-3345 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT \$80,000.00 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP).

- F. Resolution No. 2022-99-3349 Excusing Councilmember Mark A. Breceda from City Council Meetings

Department: Administration

Recommendation: Adopt Resolution No. 2022-99-3349, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE EXCUSING COUNCIL MEMBER MARK A. BRECEDA FROM THE CITY COUNCIL MEETINGS OF SEPTEMBER 14, 2022 THROUGH AND INCLUDING OCTOBER 12, 2022" reading by title only and waiving further reading thereof.

- G. Reimbursement Agreement with LIT Reliance II, LP (Clarion & Trammel Crow)

Department: Community Development

Recommendation: Approve Reimbursement Agreement between the City of Irwindale and LIT Reliance II, LP for the City's consideration and processing of Reliance II Specific Plan development applications.

2. NEW BUSINESS

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

- A. Verbal Report – Citywide Residential Curb Painting (Requested by Councilmember Ortiz)
- B. Verbal Report - RFP for Installation of Military Flags near the Veterans Monument (Requested by Mayor Burrola)
- C. Verbal Report - Founding Mothers Monument (Requested by Mayor Burrola)
- D. Verbal Update on Allen Drive Parking Conditions related to the Irwindale Car Wash (Requested by Mayor Pro Tem Ambriz)
- E. Verbal Report - Speedway Report (Requested by Mayor Pro Tem Ambriz)
- F. Verbal Report – Parkways in Front of Privately-Owned Properties Including Painting of Address Numbers (Requested by Councilmember Ortiz)

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**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**

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Regular meeting held September 28, 2022

B. Warrants

Department: Finance

Recommendation: Approve

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**

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special Joint Meeting held September 28, 2022
2. Regular meeting held September 28, 2022

2. NEW BUSINESS

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

- A. Approval of Issuance of Request for Proposals (RFP) for Property Management and Maintenance Services for Las Casitas Affordable Senior Apartment Complex

Department: Community Development

Recommendation: Authorize the issuance of a request for proposals for property management and maintenance services for Las Casitas affordable senior apartment complex.

- B. Verbal Update on the 45-Year Covenant and Equity Sharing Policy

Department: Community Development

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 October 12, 2022, be posted at the City Hall, Library, and Post Office on October 6, 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: October 12, 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 October 12, 2022 through November 11, 2022

City Manager/Executive Director's Recommendation:

Staff recommends City Council, Successor Agency, and Housing Authority adopt Resolution No. 2022-97-3347, Resolution No. SA 2022-98-3348, and Resolution No. HA 2022-19-129, 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 OCTOBER 12, 2022 THROUGH NOVEMBER 11, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Submitted / Prepared by:

Laura Nieto, Chief Deputy City Clerk

Laura M. Nieto

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

Julian A. Miranda

Background and Analysis:

Since September 29, 2021, the City Council, jointly with the Successor Agency, Housing Authority and Reclamation 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, Housing Authority and Reclamation 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 within 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 October 12, 2022 through November 11, 2022 is estimated to be approximately \$900.

Attachment:

- 1. Joint Resolution No. 2022-97-3347, Resolution No. SA 2022-98-3348, and Resolution No. HA 2022-19-129

**RESOLUTION NO. 2022-97-3347
RESOLUTION NO. SA 2022-98-3348
RESOLUTION NO. HA 2022-19-129**

**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 OCTOBER 12, 2022 THROUGH NOVEMBER 11, 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 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

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. 2022-97-3347

Resolution No. SA 2022-98-3348

Resolution No. HA 2022-19-129

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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), July 27, 2022 (Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326 and Resolution No. HA 2022-15-125), August 24, 2022 (Resolution No. 2022-80-3331, Resolution No. SA 2022-81-3332 and Resolution No. HA 2022-16-126), and September 14, 2022 (Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128, and Resolution No. RA 2022-07-034) 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 THE 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.

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, Housing Authority Board and Reclamation 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, Housing Authority Board and Reclamation 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-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 October 12, 2022 and shall be effective until the earlier of (i) November 11, 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 12th day of October 2022.

Larry G. Burrola, Mayor/Chair

ATTEST:

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

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing joint Resolution No. 2022-97-3347, Resolution No. SA 2022-98-3348, and Resolution No. HA 2022-19-129 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 12th day of October 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

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 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: October 12, 2022

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

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

Issue: Approval of Settlement Agreement and Release of All Claims – Fred Barbosa and Rebecca Barbosa

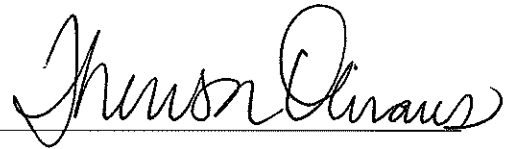
City Manager / Executive Director's Recommendation:

That the Irwindale City Council and Irwindale Housing Authority Board approve and authorize the City Manager to execute the attached Settlement Agreement and Release of All Claims with Fred Barbosa and Rebecca Barbosa for full and final settlement of all claims against the City of Irwindale and the Irwindale Housing Authority for the amount of \$66,505.50.

Administrative Action:

Prepared /Submitted by:

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



Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel

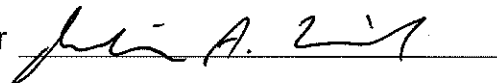
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

On April 14, 2022, Mr. Fred Barbosa and Mrs. Rebecca Barbosa submitted a Claim for Damages against the City of Irwindale and Irwindale Housing Authority pursuant to the Government Claims Act (Government Code section 810 *et seq.*) for property damages related Mr. and Mrs. Barbosa's residence located at 16164 Calle de Paseo, Irwindale,

California ("Residence"). The Barbosas' claim alleges that in 2004, a former City building inspector and the Housing Authority approved faulty work on the Residence requiring improvements to the insulation, HVAC system, roof, and texture coating of the Residence. Additionally, the Barbosas submitted an additional request to the City and Housing Authority for additional alleged damages to their Residence in 2016 resulting from ground movements associated with the Manning Pit backfilling operations. Together, these allegations are collectively referred to as the "Claim". The Claim submitted by the Barbosas totaled \$88,674 and on May 26, 2022, the City Council and Board of the Housing Authority directed staff to return the claim due to its untimely filing and directed the City Manager / Executive Director to speak to the Barbosas' regarding their claim.

After further discussions, the City Council and Board of the Housing Authority directed Staff to negotiate a resolution of the Claim. City staff have negotiated the Claim and the attached Settlement Agreement and Release of All Claims is a global settlement between the City, Housing Authority, and Mr. and Mrs. Barbosa for all claims arising out of or relating to Mr. and Mrs. Barbosa's Claim. Staff is recommending the settlement be paid by the City's General Fund for the amount of \$66,505.50.

Fiscal Impact:

There are sufficient funds in the City's Risk Management operating budget for the settlement payment of \$66,505.50 to settle all matters.

Attachment:

Settlement Agreement and Release of All Claims

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("**Agreement**") is made and entered into on this 12th day of October, 2022 ("**Effective Date**") by and between Fred Barbosa and Rebecca Barbosa ("**Mr. and Mrs. Barbosa**" or "**the Barbosas**"), two individuals, the City of Irwindale (the "**City**"), a charter city and municipal corporation, and the Irwindale Housing Authority (the "**Housing Authority**"), a public body, corporate and politic. Hereinafter, "**Party**" shall refer individually to each of the foregoing named parties, and "**Parties**" shall refer collectively to all of the foregoing named parties.

RECITALS

WHEREAS, on April 14, 2022, Mr. and Mrs. Barbosa submitted a Claim For Damages against the City and Housing Authority pursuant to the Government Claims Act (Government Code section 810 *et seq.*) for property damages related the Barbosas' residence at 16164 Calle de Paseo in the City of Irwindale, California ("**Residence**").

WHEREAS, the Claim alleges that in 2004, a former City inspector and the Housing Authority approved faulty work on the Barbosas' Residence, causing damage that required improvement on the insulation, HVAC system, roof, and texture coating of the Residence.

WHEREAS, the Barbosas allege that the work done on their residence was faulty, and that the City and Housing Authority were negligent in approving the work done to the Barbosa's Residence.

WHEREAS, thereafter, the Barbosas submitted an additional request that the City and Housing Authority pay for additional alleged damages to their Residence incurred in 2016 as an alleged result of ground movements associated with the Manning Pit backfilling operations. Together, these allegations are collectively referred to herein as the "**Claim**".

WHEREAS, the Claim alleges total damages in the amount of \$88,674.

WHEREAS, the City Council and Board of the Housing Authority have considered the Claim and directed Staff to negotiate a resolution of the Claim with Mr. and Mrs. Barbosa.

WHEREAS, the Parties, in good faith, now deem it in their best interests and advantage to settle any and all disputes between them, and to provide for releases in accordance with the terms, covenants and conditions of this Agreement as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

1. Recitals are Part of Agreement. The preceding Recitals are true and correct, part of this Agreement, and incorporated herein by reference.

2. Settlement Payment. Within ten (10) business days after the Effective Date of this Agreement, the City and Housing Authority shall cause to be paid to Mr. and Mrs. Barbosa Sixty-Six Thousand Five Hundred and Five Dollars and Fifty Cents (\$66,505.50) total in full consideration and settlement of the Claim by Mr. and Mrs. Barbosa (the "**Settlement Sum**"). Said Settlement Sum constitutes a full complete settlement and compromise of any and all disputed claims arising out of or related to any damages to the Residence known or unknown, any future damages to the residence, and any damages arising out of or related to the Claim whether known or unknown, against either the City or the Housing Authority by Mr. and Mrs. Barbosa. Payment will be made in the form of a check made payable to "Fred and Rebecca Barbosa."

3. Release of Claims by the Barbosas. As of the Effective Date of this Agreement, Mr. and Mrs. Barbosa hereby fully and forever release, discharge, and covenant not to sue the City and/or the Housing Authority, their members, officials, consultants, attorneys, agents and any current or past employees (collectively, "Releasees") from and against any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, or expenses, fixed or contingent, whether presently known or unknown, which Mr. and Mrs. Barbosa now have or may hereafter have against the Releasees arising from, or in any way related to, any damages to their Residence, the Claim, or which could have been filed in any action or suit arising from said subject matter. The Parties acknowledge and agree that the payment of said Settlement Sum shall and does hereby fully and totally compensate Mr. and Mrs. Barbosa for any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, or expenses, fixed or contingent, whether presently known or unknown, which Mr. and Mrs. Barbosa now have or may hereafter have against the Releasees arising from, or in any way related to, any damages to the Residence known or unknown, any future causes of damages to the Residence, any damages arising out of the Claim known or unknown, or this Agreement.

4. Discovery of Different or Additional Facts. Mr. and Mrs. Barbosa acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the Claim, that is the subject of the Release set forth in Paragraph 3 of this Agreement, and expressly agree to assume the risk of the possible discovery of additional or different facts. Mr. and Mrs. Barbosa expressly agree that this Agreement shall

be and remain effective in full settlement of their Claim in all respects regardless of any such discovery of additional or different facts.

5. Waiver of Unknown Claims. Mr. and Mrs. Barbosa agree that this Agreement is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever arising from, or in any way related to, the Claim and the release in Paragraph 3 of this Agreement is intended to encompass all known and unknown, foreseen and unforeseen claims that Mr. and Mrs. Barbosa may have as a result of the Claim, including any claims that may arise from the terms of this Agreement. To that end, Mr. and Mrs. Barbosa recognize that they may have some claim, demand, or cause of action against the City and/or Housing Authority relating to or arising from the facts on which this Agreement is based of which they is totally unaware and unsuspecting, and which they hereby intend to relinquish. In furtherance of this intent, the Mr. and Mrs. Barbosa expressly agree to waive and relinquish all rights and benefits they may have against Releasees arising out of or relating to, any causes of damages to the Residence known or unknown, any future causes of damages to the Residence, and any damages arising out of the Claim known or unknown, by the provisions of Section 1542 of the Civil Code of the State of California which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

ALB Initials
R. A. B. Initials

6. Indemnification. To the full extent permitted by law, Mr. and Mrs. Barbosa agree to indemnify, defend and hold harmless the City and Housing Authority, their 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 Claim or this Agreement. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

7. No Pending Actions. Each Party represents that it has not filed any complaints or charges against the other Party with any local, state, or federal agency or court with regard to the Claim; and that if any such agency or court assumes jurisdiction of any complaint or charge arising out of or relating to, the Claim, the Party will request such agency or court to withdraw and dismiss the matter forthwith.

8. No Assignment or Transfer. The Parties acknowledge that they have not heretofore assigned or transferred, or purported to assign or transfer, and will not assign or transfer to any person any released matter, or any part or portion thereof, and that no other person or entity of any kind has or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein. The Parties also agree that if, contrary to the foregoing representation, there has been such assignment or transfer, the Party who has made this misrepresentation shall indemnify, defend, and hold harmless the other from and against any rights, actions, claims, causes of action, and demands of whatever nature or description, in law or equity, whether now known or unknown, suspected or unsuspected, based on, in connection with, or arising out of any such undisclosed assignment or transfer.

9. Attorneys' Fees and Costs. Each Party shall bear its own attorneys' fees and costs incurred in connection with the Claim and the negotiation and drafting of this Agreement.

10. Successors and Assigns. This Agreement and all conditions, terms, covenants and releases herein shall be binding upon and shall inure to the benefit of the Parties, and their respective legal representatives, heirs, successors, and assigns.

11. No Admission. This Agreement constitutes a compromise of disputed claims and nothing contained herein is to be construed as an admission of liability on the part of any Party or the absence of liability of any Party for any purpose.

12. Complete Defense. The Parties agree that they will not sue each other pertaining to anything asserted in, arising out of, related to, or based on the Claim or this Agreement, except as to any claims as may arise in enforcing this Agreement. The Parties agree that this Agreement may be pleaded as a complete defense to any subsequent action brought by any of the Parties regarding or relating to the subject matter of the Claim.

13. Investigation of Facts and Relevant Matters. Each of the Parties acknowledges that it has made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as it has deemed reasonable and/or necessary. The Parties warrant that if the facts upon which this Agreement is based are found to be different from the facts now believed to be true, this Agreement will remain binding and effective.

14. No Reliance on Outside Parties. Each of the Parties acknowledges that it has not relied upon any statement or representation by any other Party or any representative of any other Party, in making or executing this Agreement, except as expressly stated herein.

15. Advice of Counsel. Each of the Parties acknowledges that it has received, or has had the opportunity to receive, independent legal advice from an attorney with respect to the advisability of making this Agreement and with respect to the advisability of executing this Agreement. The Parties acknowledge that they have read this Agreement and each is fully aware

of, and understands its terms, and the legal consequences thereof, and is voluntarily and freely executing this Agreement.

16. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

17. Enforcement Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

18. Interpretation. Should it be necessary for a court to interpret this Agreement, the Parties agree that it has been prepared by a joint effort of all Parties. Accordingly, neither Party shall be deemed the drafter and the rule of construction providing for the interpretation of an agreement against the drafter shall not apply.

19. Modification. This Agreement cannot be modified except by an instrument in writing signed by each Party.

20. Further Acts. Each of the Parties agrees to take such further action and to execute and deliver such additional documents as any other Party may reasonably request in order to effectuate or perfect this Agreement.

21. Waiver of Breach. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

22. Severability. The provisions of this Agreement are severable, and if one or more provisions or subcomponents should be determined to be unconstitutional, illegal, or judicially unenforceable, in whole or in part, then, unless such unenforceability would make it impossible to effectuate the original intent of the Parties, the remaining provisions or subcomponents hereof shall remain binding and enforceable.

23. Expression of Entire Agreement. This Agreement constitutes a single, integrated written contract, and as such, expresses the entire Agreement of the Parties with respect to the matters contained herein and supersedes all prior negotiations, discussions, correspondence and other communications regarding the terms and conditions hereof.

24. Full and Complete Settlement. This Agreement constitutes a full and complete settlement of all claims arising out of, related to, or based on the Claim, whatsoever, with no reservation of any rights or claims either stated or implied.

25. 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.

26. Authority to Bind. Each of the Parties represents, warrants and agrees that any person executing this Agreement on its behalf has the full right and authority to enter this Agreement on behalf of that Party and has the full right and authority to execute this Agreement and to fully bind that Party to the terms and obligations of this Agreement and that the execution and consummation of this Agreement will not result in any breach of, contravene any provision of, violate or constitute a default under any article of incorporation, charter, bylaw, mortgage, indenture, contract, agreement, instrument, judgment, statute, rule, or regulation to which that Party is subject, and there is no claim or assertion or potential claim or assertion to the contrary. Each of the persons signing this Agreement on behalf of one or more of the Parties hereto makes the same warranties reference above.

27. Execution. This Agreement is executed on behalf of the respective Parties below.

[SIGNATURES ON FOLLOWING PAGE]

FRED BARBOSA:

Dated: 10/11/22

By: Frederick S. Barbosa
Fred Barbosa, an Individual

REBECCA BARBOSA:

Dated: 10/11/22

By: Rebecca A. Barbosa
Rebecca Barbosa, an Individual

CITY:

CITY OF IRWINDALE
a California Municipal Corporation

Dated: _____

By: _____
Julian A. Miranda, City Manager

ATTEST:

By: _____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Adrian R. Guerra, City Attorney

HOUSING AUTHORITY:

IRWINDALE HOUSING AUTHORITY
a public body, corporate and politic

Dated: _____

By: _____
Julian A. Miranda, Executive Director

ATTEST:

By: _____
Laura M. Nieto, Chief Assistant Authority
Secretary

APPROVED AS TO LEGAL FORM:

By: _____
Adrian R. Guerra, General Counsel

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

City of
IRWINDALE
AGENDA REPORT

Date: October 12, 2022

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

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

Issue: Approval of Settlement Agreement and Release of All Claims – Maggie Guzman

City Manager / Executive Director's Recommendation:

That the Irwindale City Council and Irwindale Housing Authority Board approve and authorize the City Manager to execute the attached Settlement Agreement and Release of All Claims with Maggie Guzman for full and final settlement of all claims against the City of Irwindale and the Irwindale Housing Authority for the amount of \$2,807.07.

Administrative Action:

Prepared /Submitted by:

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



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:

On May 23, 2022, Ms. Maggie Guzman submitted a Claim for Damages against the City of Irwindale and Irwindale Housing Authority ("Claim") pursuant to the Government Claims Act (Government Code section 810 *et seq.*) for property damages related Ms. Guzman's residence within the Las Casitas Senior Housing Complex, located at 5164 Ayon Avenue, Irwindale, California ("Las Casitas"). Ms. Guzman's Claim alleges that on

August 1, 2021, her apartment unit flooded causing property damages totaling \$2,807.07. On July 27, 2022, the City Council and Board of the Housing Authority considered Ms. Guzman's Claim and directed Staff to negotiate a resolution with Ms. Guzman.

City staff have negotiated the Claim and the attached Settlement Agreement and Release of All Claims is a global settlement between the City, Housing Authority, and Ms. Guzman for all claims arising out of or relating to Ms. Guzman's Claim. The settlement will be paid by California JPIA for the amount of \$2,807.07.

Fiscal Impact:

None

Attachment:

Settlement Agreement and Release of All Claims

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("**Agreement**") is made and entered into on this 12th day of October, 2022 ("**Effective Date**") by and between Maggie Guzman ("**Ms. Guzman**"), an individual, the City of Irwindale (the "**City**"), a charter city and municipal corporation, and the Irwindale Housing Authority (the "**Housing Authority**"), a public body, corporate and politic. Hereinafter, "**Party**" shall refer individually to each of the foregoing named parties, and "**Parties**" shall refer collectively to all of the foregoing named parties.

RECITALS

WHEREAS, on May 23, 2022, Ms. Guzman submitted a Claim For Damages against the City and Housing Authority ("**Claim**") pursuant to the Government Claims Act (Government Code section 810 *et seq.*) for property damages related Ms. Guzman's residence within the Las Casitas Senior Housing Complex, located at 5164 Ayon Avenue in the City of Irwindale, California ("**Las Casitas**").

WHEREAS, the Claim alleges that on August 1, 2021, Ms. Guzman's apartment unit flooded and she sustained property damages in the amount of \$2,807.07.

WHEREAS, at the regular meeting of July 27, 2022, the City Council and Board of the Housing Authority considered the Claim and directed Staff to negotiate a resolution of the Claim with Ms. Guzman.

WHEREAS, the Parties, in good faith, now deem it in their best interests and advantage to settle any and all disputes between them, and to provide for releases in accordance with the terms, covenants and conditions of this Agreement as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

1. Recitals are Part of Agreement. The preceding Recitals are true and correct, part of this Agreement, and incorporated herein by reference.

2. Settlement Payment. Within ten (10) business days after the Effective Date of this Agreement, the City and Housing Authority shall cause to be paid to Ms. Guzman Two Thousand Eight Hundred and Seven Dollars and Seven Cents (\$2,807.07) in full consideration and settlement of the Claim by Ms. Guzman (the "**Settlement Sum**"). City and Housing Authority shall each contribute half of the total Settlement Sum. Said Settlement Sum constitutes a full complete settlement and compromise of any and all disputed claims arising out of or

related to the Claim by Ms. Guzman. Payment will be made in the form of a check made payable to "Maggie Guzman."

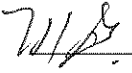
3. Release of Claims by Ms. Guzman. Ms. Guzman hereby fully and forever releases, discharges, and covenants not to sue the City and/or the Housing Authority, their members, officials, consultants, attorneys, agents and employees (collectively, "Releasees") from and against any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, or expenses, fixed or contingent, whether presently known or unknown, which Ms. Guzman now has or may hereafter have against the Releasees arising from, or in any way related to, the Claim, or which could have been filed in any action or suit arising from the Claim. The Parties acknowledge and agree that the payment of said Settlement Sum shall and does hereby fully and totally compensate Ms. Guzman for any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, or expenses, fixed or contingent, whether presently known or unknown, which Ms. Guzman now has or may hereafter have against the Releasees arising from, or in any way related to, the Claim or this Agreement.

4. Discovery of Different or Additional Facts. Ms. Guzman acknowledges that she may hereafter discover facts different from or in addition to those that she now knows or believes to be true with respect to the Claim, that is the subject of the Release set forth in Paragraph 3 of this Agreement, and expressly agrees to assume the risk of the possible discovery of additional or different facts. Ms. Guzman expressly agrees that this Agreement shall be and remain effective in full settlement of her Claim in all respects regardless of any such discovery of additional or different facts.

5. Waiver of Unknown Claims. Ms. Guzman agrees that this Agreement is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever arising from, or in any way related to, the Claim and the release in Paragraph 3 of this Agreement is intended to encompass all known and unknown, foreseen and unforeseen claims that Ms. Guzman may have as a result of the Claim, including any claims that may arise from the terms of this Agreement. To that end, Ms. Guzman recognizes that she may have some claim, demand, or cause of action against the City and/or Housing Authority relating to or arising from the facts on which this Agreement is based of which she is totally unaware and unsuspecting, and which she hereby intends to relinquish. In furtherance of this intent, the Ms. Guzman expressly agrees to waive and relinquish all rights and benefits she may have against Releasees arising out of or relating to, the Claim, by the provisions of Section 1542 of the Civil Code of the State of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.”

 Initials

6. **Indemnification.** To the full extent permitted by law, Ms. Guzman agrees to indemnify, defend and hold harmless the City and Housing Authority, their 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 Claim or this Agreement. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

7. **No Pending Actions.** Each Party represents that it has not filed any complaints or charges against the other Party with any local, state, or federal agency or court with regard to the Claim; and that if any such agency or court assumes jurisdiction of any complaint or charge arising out of or relating to, the Claim, the Party will request such agency or court to withdraw and dismiss the matter forthwith.

8. **No Assignment or Transfer.** The Parties acknowledge that they have not heretofore assigned or transferred, or purported to assign or transfer, and will not assign or transfer to any person any released matter, or any part or portion thereof, and that no other person or entity of any kind has or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein. The Parties also agree that if, contrary to the foregoing representation, there has been such assignment or transfer, the Party who has made this misrepresentation shall indemnify, defend, and hold harmless the other from and against any rights, actions, claims, causes of action, and demands of whatever nature or description, in law or equity, whether now known or unknown, suspected or unsuspected, based on, in connection with, or arising out of any such undisclosed assignment or transfer.

9. **Attorneys' Fees and Costs.** Each Party shall bear its own attorneys' fees and costs incurred in connection with the Claim and the negotiation and drafting of this Agreement.

10. **Successors and Assigns.** This Agreement and all conditions, terms, covenants and releases herein shall be binding upon and shall inure to the benefit of the Parties, and their respective legal representatives, heirs, successors, and assigns.

11. **No Admission.** This Agreement constitutes a compromise of disputed claims and nothing contained herein is to be construed as an admission of liability on the part of any Party or the absence of liability of any Party for any purpose.

12. Complete Defense. The Parties agree that they will not sue each other pertaining to anything asserted in, arising out of, related to, or based on the Claim or this Agreement, except as to any claims as may arise in enforcing this Agreement. The Parties agree that this Agreement may be pleaded as a complete defense to any subsequent action brought by any of the Parties regarding or relating to the subject matter of the Claim.

13. Investigation of Facts and Relevant Matters. Each of the Parties acknowledges that it has made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as it has deemed reasonable and/or necessary. The Parties warrant that if the facts upon which this Agreement is based are found to be different from the facts now believed to be true, this Agreement will remain binding and effective.

14. No Reliance on Outside Parties. Each of the Parties acknowledges that it has not relied upon any statement or representation by any other Party or any representative of any other Party, in making or executing this Agreement, except as expressly stated herein.

15. Advice of Counsel. Each of the Parties acknowledges that it has received, or has had the opportunity to receive, independent legal advice from an attorney with respect to the advisability of making this Agreement and with respect to the advisability of executing this Agreement. The Parties acknowledge that they have read this Agreement and each is fully aware of, and understands its terms, and the legal consequences thereof, and is voluntarily and freely executing this Agreement.

16. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

17. Enforcement Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

18. Interpretation. Should it be necessary for a court to interpret this Agreement, the Parties agree that it has been prepared by a joint effort of all Parties. Accordingly, neither Party shall be deemed the drafter and the rule of construction providing for the interpretation of an agreement against the drafter shall not apply.

19. Modification. This Agreement cannot be modified except by an instrument in writing signed by each Party.

20. Further Acts. Each of the Parties agrees to take such further action and to execute and deliver such additional documents as any other Party may reasonably request in order to effectuate or perfect this Agreement.

21. Waiver of Breach. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

22. Severability. The provisions of this Agreement are severable, and if one or more provisions or subcomponents should be determined to be unconstitutional, illegal, or judicially unenforceable, in whole or in part, then, unless such unenforceability would make it impossible to effectuate the original intent of the Parties, the remaining provisions or subcomponents hereof shall remain binding and enforceable.

23. Expression of Entire Agreement. This Agreement constitutes a single, integrated written contract, and as such, expresses the entire Agreement of the Parties with respect to the matters contained herein and supersedes all prior negotiations, discussions, correspondence and other communications regarding the terms and conditions hereof.

24. Full and Complete Settlement. This Agreement constitutes a full and complete settlement of all claims arising out of, related to, or based on the Claim, whatsoever, with no reservation of any rights or claims either stated or implied.

25. 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.

26. Authority to Bind. Each of the Parties represents, warrants and agrees that any person executing this Agreement on its behalf has the full right and authority to enter this Agreement on behalf of that Party and has the full right and authority to execute this Agreement and to fully bind that Party to the terms and obligations of this Agreement and that the execution and consummation of this Agreement will not result in any breach of, contravene any provision of, violate or constitute a default under any article of incorporation, charter, bylaw, mortgage, indenture, contract, agreement, instrument, judgment, statute, rule, or regulation to which that Party is subject, and there is no claim or assertion or potential claim or assertion to the contrary. Each of the persons signing this Agreement on behalf of one or more of the Parties hereto makes the same warranties reference above.

27. Execution. This Agreement is executed on behalf of the respective Parties below.

[SIGNATURES ON FOLLOWING PAGE]

GUZMAN:

Dated: 10-11-22

By: Maggie Guzman

Maggie Guzman, an Individual

CITY:

CITY OF IRWINDALE
a California Municipal Corporation

Dated: _____

By: _____
Julian A. Miranda, City Manager

ATTEST:

By: _____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Adrian R. Guerra, City Attorney

HOUSING AUTHORITY:

IRWINDALE HOUSING AUTHORITY
a public body, corporate and politic

Dated: _____

By: _____
Julian A. Miranda, Executive Director

ATTEST:

By: _____
Laura M. Nieto, Chief Assistant Authority
Secretary

APPROVED AS TO LEGAL FORM:

By: _____
Adrian R. Guerra, General Counsel

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

CC and HA ITEM 1A1

**SEPTEMBER 28, 2022
WEDNESDAY
5:31 P.M.**

The Irwindale **CITY COUNCIL and HOUSING AUTHORITY** met in special joint session at the above time and place.

ROLL CALL:

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

Absent: Councilmember/ Board Member Mark A. Breceda

Also Present: Julian A. Miranda, City Manager / Executive Director;
Jamie Traxler, Assistant City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

At 5:33 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

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

ACTION: Discussed, direction given to staff; no reportable action taken

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

- A) 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 given to staff; no reportable action taken

- B) Property: South Manning Pit (APNs 8417-034-905; 8417-034, 907, 8417-007-908)
Agency Negotiators: Julian A. Miranda, City Manager and
Arsanious Hanna, Director of Engineering / Building Official
Negotiating Parties: Los Angeles County Flood Control District
Under Negotiation: Price and Terms

ACTION: Discussed, direction given to staff; no reportable action taken (Mayor Burrola announced a conflict, did not participate in the discussion, and exited the room).

Liability Claims

Pursuant to Government Code Section 54956.95

A) Claimant: Maggie Guzman

Agency Claimed Against: City of Irwindale, Irwindale Housing Authority

ACTION: Direction given to staff; no reportable action taken

B) Claimants: Fred & Becky Barbosa

Agency Claimed Against: City of Irwindale, Irwindale Housing Authority

ACTION: Direction given to staff; no reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:45 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:47 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

SEPTEMBER 28, 2022
WEDNESDAY
6:47 P.M.

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

ROLL CALL:

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

Absent: Councilmember Mark A. Breceda

Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Deputy City Clerk

**CHANGES TO THE
AGENDA**

CITY MANAGER
MIRANDA

City Manager Miranda noted that Item No. 1C was revised to include Assistant City Manager Olivares' signature instead of his since he has a conflict of interest on the item.

**COUNCILMEMBER
TRAVEL REPORTS**

There were none.

**COUNCILMEMBER
COMMENTS**

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz requested that Chief Castro express his thoughts on street takeovers and asked that he speak on an event he participated in last week, to which Chief Castro advised that he and the Irwindale Police Department participated in a press conference at the Irwindale Speedway organized by the LA Co. Sheriff's Dept., the CA Highway Patrol, and the Speedway, to discuss street racing in the County. The family members of individuals that passed away due to illegal street racing spoke at the event, as did members of the District Attorney's Office that prosecute illegal street racing. However, those eager to race their vehicles can do so at the Irwindale Speedway in a safe environment. Officers can issue speeding tickets inviting individuals to race at the Speedway for free, with the hope of gaining their voluntary compliance. Officers are also working on deterring illegal street racing and street takeovers.

COUNCILMEMBER GARCIA	Responding to a question by Councilmember Garcia, Chief Castro advised that officers have not yet issued those tickets to speeders, though staff continues working with the Speedway and with officers so that they can be issued.
MAYOR BURROLA	Mayor Burrola acknowledged the Irwindale Police Department's two new vehicles and stated his hope that more could be obtained next year.
DENA ZEPEDA	Dena Zepeda stated her opinion that visitors that race at the Speedway will leave the site excited and eager to race on Irwindale streets, which will lead to accidents and deaths. She also spoke against noise and air pollution.
CHIEF CASTRO	Chief Castro indicated that the Irwindale Speedway is a properly zoned private business that has events on Thursday nights. He noted that the efforts he spoke about are an attempt to get the individuals that use Irwindale streets to try out Irwindale Speedway instead for racing. He further noted that the Irwindale Police Department is diligent in preventing individuals from leaving the Speedway to race on surface streets.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

There were none.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

RECOGNITION OF IRWINDALE SERGEANT RUDY GATTO, LOS ANGELES REGIONAL CRIME STOPPERS LAW ENFORCEMENT PARTNER OF THE YEAR	RECOGNITION OF IRWINDALE SERGEANT RUDY GATTO, LOS ANGELES REGIONAL CRIME STOPPERS LAW ENFORCEMENT PARTNER OF THE YEAR The presentation was made.
CHAMBER OF COMMERCE BUSINESS OF THE MONTH – YELLOW IRON	CHAMBER OF COMMERCE BUSINESS OF THE MONTH – YELLOW IRON The presentation was made.
CHAMBER OF COMMERCE QUARTERLY UPDATE	CHAMBER OF COMMERCE QUARTERLY UPDATE The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

MARIANA QUINONES Mariana Quinones acknowledgment the Recreation Department for its positive and proactive programs.

CARMEN ROMAN Carmen Roman asked about the Irwindale Speedway program that Chief Castro mentioned, asked if tickets will be given to Irwindale residents only, and whether additional funding for more patrols would be needed. She also thanked staff, residents, and family for an event honoring James "Jimbo" Ysaais at the park.

DENA ZEPEDA Dena Zepeda thanked staff and family for the event at the park honoring James Ysaais, asked questions about the 45-year covenant attached to the city housing programs, noted that residents complain about noise and air pollution issues caused by the Speedway, and thanked Jeff Cameron at United Rock Products for addressing her dust complaints.

ROBERT DIAZ Robert Diaz made zoning recommendations, including rezoning the Durbin site to commercial. He also requested that "regional commercial" be redefined.

FRED BARBOSA Fred Barbosa suggested charging people to race in Irwindale, and spoke against the construction of truck bays and warehouses.

CONSENT CALENDAR

MOTION A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar, with the exception of Item No. 1C, which was removed from the agenda for separate consideration. The motion was unanimously approved; Councilmember Breceda absent.

**ITEM NO. 1A
MINUTES**

MINUTES

The following minutes were approved:

- 1) Special joint meeting held September 14, 2022
- 2) Regular meeting held September 14, 2022
- 3) Special joint meeting held September 19, 2022

**ITEM NO. 1B
WARRANTS /
DEMANDS / PAYROLL**

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

**ITEM NO. 1C
ACCEPTANCE OF**

**ACCEPTANCE OF ALFRED F. HERRERA SOFTBALL FIELD
LIGHTING IMPROVEMENT PROJECT**

ALFRED F. HERRERA
SOFTBALL FIELD
LIGHTING
IMPROVEMENT
PROJECT

COUNCILMEMBER
GARCIA AND CITY
MANAGER MIRANDA

Councilmember Garcia and City Manager Miranda declared potential conflicts of interest on this item and exited the Council Chambers at 7:41 p.m.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to ratify the changes in the work and accept the improvements and maintenance responsibility for the Alfred F. Herrera Softball Field Lighting Improvement Project located in Irwindale Park, approve the final construction amount of \$555,277.93, and authorize the City Clerk to record the Notice of Completion. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

COUNCILMEMBER
GARCIA AND CITY
MANAGER MIRANDA

Councilmember Garcia and City Manager Miranda returned to the Council Chambers at 7:41 p.m.

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORT**

CITY MANAGER
MIRANDA

City Manager Miranda reported the following:

- 1) The first annual Business Expo and Taste of Irwindale will be held on October 13.
- 2) The final MariachiFest event for this season is scheduled for Friday, September 30.
- 3) The Recreation Department is offering a trip to Descanso Gardens on October 14 and a Teen Trip to Universal Studios Halloween Haunt on October 15.
- 4) Registrations for fall events are now being accepted by the Recreation Department.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

COUNCILMEMBER
GARCIA

Councilmember Garcia excused himself from the meeting at 7:44 p.m.

RECESS

At 7:44 p.m., Mayor Burrola requested a short recess.

RECONVENE The City Council reconvened at 7:52 p.m.

ITEM NO. 4A
DISCUSSION
REGARDING THE
INSTALLATION OF
MILITARY FLAGS
NEAR VETERANS
MONUMENT DISCUSSION REGARDING THE INSTALLATION OF MILITARY
FLAGS NEAR VETERANS MONUMENT (requested by Mayor
Burrola)

MAYOR BURROLA Mayor Burrola requested that staff prepare and release a Request for
Proposals for the installation of military flags on the Veterans
Monument.

CITY MANAGER
MIRANDA City Manager Miranda asked clarifying questions regarding the
request, to which Mayor Burrola indicated that he was interested in
constructing a structure with 25-foot flagpoles for the military flags,
including spotlight lighting.

MAYOR PRO TEM
AMBRIZ Mayor Pro Tem Ambriz expressed his support for the creation of a
permanent flag structure with lighting.

MAYOR BURROLA Mayor Burrola requested that a report on his request be prepared and
presented to the Council as soon as possible.

ITEM NO. 4B
DISCUSSION
REGARDING A
FOUNDING MOTHERS
MONUMENT IN THE
MEMORIAL GARDEN DISCUSSION REGARDING A FOUNDING MOTHERS MONUMENT
IN THE MEMORIAL GARDEN (requested by Mayor Burrola)

MAYOR BURROLA Mayor Burrola noted that many residents have requested that a
monument be created to honor the city's founding mothers in
recognition of the many contributions they have made to the city. He
asked about the potential for establishing an application process, to
include the candidate's contributions and their history.

COUNCILMEMBER
ORTIZ Councilmember Ortiz agreed with the concept. He inquired whether
the intent was to create a wall with plaques.

MAYOR PRO TEM
AMBRIZ Mayor Pro Tem Ambriz supported the idea and suggested that
Council give direction to staff to inquire with the community to gauge
their interest in the Council's suggestions, and to give them an
opportunity to make further suggestions.

DENA ZEPEDA Dena Zepeda agreed with the suggestions made.

CITY MANAGER
MIRANDA City Manager Miranda advised that staff will look into the request and
will present a verbal update at the next meeting.

ITEM NO. 4C
DISCUSSION
REGARDING PARKING
CONCERNS ALONG
ALLEN DRIVE

DISCUSSION REGARDING PARKING CONCERNS ALONG ALLEN
DRIVE (requested by Mayor Pro Tem Ambriz)

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz indicated that residents have complained that employees of the Irwindale Car Wash are parking their vehicles along Allen Drive, leaving little parking availability for friends and family of the Allen Drive residents when they visit. He acknowledged that Allen Drive is a public street, but suggested that the business provide parking for their employees. He stated that residents have asked the employees to park their vehicles elsewhere, only to be told that they have the right to park on the public street. He requested that staff look into the concern and return with a report.

Mayor Pro Tem Ambriz also requested that the issue relating to street racing and street takeovers be placed on the agenda for the next meeting for further discussion.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz agreed with Mayor Pro Tem Ambriz and noted that he has previously discussed the Allen Drive parking concerns with former City Manager William Tam. He suggested potentially placing parking restrictions on the street so that residents can utilize the available parking spots, or asking the business to have their employees park across Arrow Highway or Allen Drive.

MAYOR BURROLA

Mayor Burrola stated that the business' employees ignore the residents' requests that they park elsewhere and indicated that residents have resorted to placing their trashcans on the street to block parking availability.

CITY MANAGER
MIRANDA

City Manager Miranda indicated that staff would look into the concern and report back.

DENA ZEPEDA

Dena Zepeda suggested working with the business to come up with a solution.

ITEM NO. 4D
DISCUSSION
REGARDING THE
PARKWAY AT
IRWINDALE AVE. AND
CALLE DE PASEO
PARKWAY

DISCUSSION REGARDING THE PARKWAY AT IRWINDALE
AVENUE AND CALLE DE PASEO PARKWAY (requested by
Councilmember Ortiz)

COUNCILMEMBER
ORTIZ

Councilmember Ortiz noted a request he received from the resident living at the corner of Irwindale Avenue and Calle de Paseo to pour concrete in a section of the sidewalk to cover up the dead grass. He added that, if this is approved, perhaps other residents would be

interested in doing the same, and inquired whether this is something that the city would pay for, to which City Manager Miranda advised that parkways are generally the residents' responsibility to maintain.

DIRECTOR
RODRIGUEZ

Director Rodriguez noted that the Street and Highway Code states that parkways are the responsibility of the homeowners. Additionally, staff has researched the request and has found that past City Councils, City Managers, and City Attorneys have consistently indicated that parkways are the responsibility of the homeowners. Staff has also received requests from residents for the city to maintain their parkways, and have been informed of the same. Also, the houses built under the Olson project all have Covenants, Conditions, and Restrictions advising the homeowners of their responsibility to maintain their parkways. She further noted that there are 73 households in the city where the homeowners are responsible for maintaining their parkways and cautioned that, if the subject request were approved, then the city would be responsible for offering the same services to all 73 households, which would require the city to allocate funds and staff or contractors to perform the work.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz stated that the city might not necessarily receive requests to fill parkways from all 73 homeowners.

Responding to an additional question by Councilmember Ortiz, Director Rodriguez indicated that Chapter 17 of the Planning Code requires parkways to be landscaped, which could include drought tolerant plants. She noted that drip-watering systems would be required to be tied-in to the resident's property. She reiterated that, if the request were granted for one resident, it would need to be offered to all.

Councilmember Ortiz asked whether the resident would be permitted to fill the parkway himself, to which Director Rodriguez advised that she would have to look into whether this is permissible.

MAYOR BURROLA

Mayor Burrola asked whether the parkway-landscaping requirement would be met with the placement of decorative rocks, to which Director Rodriguez indicated that the landscaping could include mulch, rocks, permeable bricks, and drought-tolerant plants, and that it does not necessarily require grass.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested that staff analyze the code to determine which options are available.

DENA ZEPEDA

Dena Zepeda suggested offering grants to beautify streets with drought tolerant landscaping.

RECESS At 8:23 p.m., Mayor Pro Tem Ambriz walked out of the Council Chambers, which prompted Mayor Burrola to call a recess until Mayor Pro Tem Ambriz's return due to the lack of Council quorum.

RECONVENE At 8:25 p.m., Mayor Pro Tem Ambriz returned to the Council Chambers and the meeting was reconvened.

**COUNCILMEMBER
ORTIZ** Councilmember Ortiz reiterated his request for Director Rodriguez to report back to the Council with the available options, which Director Rodriguez agreed to do.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:27 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
September 2022

Payroll Batch DATE OF ISSUE 9/8/22	403-09-22, 404-09-22 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	50,783.83
	14 Finance Department	29,154.37
	35 Police Department	221,331.31
	40 Recreation Department	23,720.88
	41 Aquatics Department	10,666.43
	42 Senior Citizens' Center	17,643.04
	44 Library	13,331.36
	51 Planning & Community Development	29,708.86
	52 Public Works - Engineering	30,576.55
	57 Public Works - Services	57,132.07
	Gross Payroll	485,779.85
	Required Deductions	(140,732.57)
	Voluntary Deductions	(16,516.14)
	Net Payroll	328,531.14
Payroll Batch DATE OF ISSUE 9/22/22	417-09-22, 418-09-22-419-09-22,420-09-22 DEPARTMENT	AMOUNT
	11 City Council	7,123.77
	13 City Administrative Office	48,672.47
	14 Finance Department	26,011.06
	35 Police Department	200,794.58
	40 Recreation Department	24,657.40
	41 Aquatics Department	11,610.39
	42 Senior Citizens' Center	17,720.93
	44 Library	13,349.59
	51 Planning & Community Development	29,216.61
	52 Public Works - Engineering	30,199.08
	57 Public Works - Services	51,731.48
	Gross Payroll	461,087.36
	Required Deductions	(127,736.28)
	Voluntary Deductions	(18,109.01)
	Net Payroll	315,242.07

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 10/5/2022 9:34 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78034	AMBRIZ05	Albert Ambriz	09/22/2022	7.50
78035	AMERIC34	American Fidelity Assurance Co	09/22/2022	2,733.64
78036	AT&T02	AT & T	09/22/2022	33.64
78037	AT&T06	AT & T	09/22/2022	1,669.36
78038	NEST01	Blue Triton Brands, Inc.	09/22/2022	271.83
78039	CALPOL01	Cal Poly Pomona Foundation, Inc.	09/22/2022	300.00
78040	SANGAB11	California Newspapers Partnership	09/22/2022	655.08
78041	PMIDEN	Delta Dental Insurance Company	09/22/2022	991.77
78042	PMIDEN01	Delta Dental of California	09/22/2022	13,727.49
78043	FRONT01	Frontier Communications	09/22/2022	46.51
78044	GALVAN02	Claudia Galvan	09/22/2022	240.00
78045	GARCIA03	Manuel Garcia	09/22/2022	2,101.41
78046	GOVERN05	Government Tax Seminars, LLC	09/22/2022	475.00
78047	HDLCOR	HdL Coren & Cone	09/22/2022	1,575.00
78048	HOYEN	Noelle Hoye	09/22/2022	210.00
78049	LEGAL03	Legal Shield	09/22/2022	37.90
78050	MARI01	Mariachi Lindas Mexicanas Inc.	09/22/2022	1,500.00
78051	MCIWOR	MCI Comm Service	09/22/2022	38.83
78052	NATION23	National Union Fire Insurance	09/22/2022	722.78
78053	PEARSO01	NCS Pearson, Inc	09/22/2022	33.00
78054	OFFICE03	Office Depot	09/22/2022	3,274.92
78055	OPTUM01	OptumRx, Inc.	09/22/2022	28,774.14
78056	PETTYC05	City of Irwindale Petty Cash	09/22/2022	477.99
78057	RANCHO01	Rancho Duarte Florist	09/22/2022	75.00
78058	SCFUELS	SC Fuels	09/22/2022	8,955.25
78059	SCFUELS	SC Fuels	09/22/2022	17,200.60
78060	SMART&	Smart & Final	09/22/2022	1,419.58
78061	STANDA03	Standard Insurance Company	09/22/2022	2,306.73
78062	VISION01	Vision Service Plan - (CA)	09/22/2022	1,724.31
78063	VISION01	Vision Service Plan - (CA)	09/22/2022	4,664.46
78064	GALLARDC	Claudia Carlos	09/22/2022	328.00
78065	GARCIA03	Manuel Garcia	09/22/2022	146.36
78066	RANCHO01	Rancho Duarte Florist	09/22/2022	384.24
78067	TAPIA11	Sylvia Tapia	09/22/2022	457.00
78068	CALIFO56	California State Disbursement Unit	09/22/2022	604.15
78069	CALIFO57	California State Disbursement Unit	09/22/2022	143.07
78070	CITY01	City of Hope	09/22/2022	54.00
78071	ICEA	Irwindale City Employee Assoc.	09/22/2022	726.00
78072	IMEA	Irwindale Mgmt Employee Assoc.	09/22/2022	520.00
78073	IRWIND02	Irwindale Police Officers Assoc.	09/22/2022	3,288.10
78074	OSTERH01	Delfina Osterheim	09/26/2022	96.00
78075	ZEPEDA07	Priscilla Zepeda	09/26/2022	143.00
78077	VARGAS03	Jose Vargas	09/29/2022	2,012.93
78078	HDLCOR	HdL Coren & Cone	09/29/2022	795.00
78079	HINDER	Hinderliter, De Llamas & Assoc	09/29/2022	3,870.75
78080	AGUILA06	Luz Aguilar	09/29/2022	236.50
78081	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	09/29/2022	1,327.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78082	AMERIFID	American Fidelity Assurance	09/29/2022	7,025.04
78083	API01	Rey Apita	09/29/2022	58.50
78084	ARIAS01	Michael Arias	09/29/2022	362.28
78085	Ayala01	Leonor Ayala	09/29/2022	438.00
78086	BARBOS04	Dolores Barbosa	09/29/2022	235.00
78087	BRIGHT02	Bright Stars Academy	09/29/2022	450.00
78088	BURGUA01	Rene Burguan	09/29/2022	5,450.00
78089	CALIFO03	California JPIA	09/29/2022	14,800.00
78090	CALI22	CAPIO	09/29/2022	55.00
78091	GALLARDC	Claudia Carlos	09/29/2022	25.00
78092	CHHI01	Satonny Chhin	09/29/2022	75.00
78093	CONCE01	Concentra	09/29/2022	115.00
78094	EVANS02	Gloria Evans	09/29/2022	300.00
78095	GOMEZG	Greg Gomez	09/29/2022	33.43
78096	GOMEZS	Suzanne Gomez	09/29/2022	31.63
78097	GUTIE02	Olivia Gutierrez	09/29/2022	75.00
78098	HANNA01	Arsanious Hanna	09/29/2022	1,415.20
78099	HOMEDE	Home Depot Credit Services	09/29/2022	1,446.00
78100	ABEL01	Abel Jimenez	09/29/2022	600.00
78101	MARTI01	Elodia Martinez	09/29/2022	75.00
78102	MMASC	MMASC	09/29/2022	90.00
78103	OROSCON	Natalie Orosco	09/29/2022	75.00
78104	PUBL01	Public Safety Consulting, Inc.	09/29/2022	28,764.73
78105	ROCH01	Sarah Rocha	09/29/2022	145.46
78106	SCPLRC01	SCPLRC Membership	09/29/2022	300.00
78107	STANDA01	Standard Insurance Co. RV	09/29/2022	459.95
78108	TEXAS01	Texas Life Insurance Co.	09/29/2022	3,558.59
78109	TRUJI01	Jessica Trujillo	09/29/2022	75.00
78110	VISION01	Vision Service Plan - (CA)	09/29/2022	341.03
78111	WAGONER	Pamela Wagoner	09/29/2022	200.00
78112	ZEPEDA07	Priscilla Zepeda	09/29/2022	213.89
78113	CITYOF18	City of Santa Fe Springs	10/12/2022	26,076.27
78114	COUNTY04	County of Los Angeles	10/12/2022	23,787.08
78115	DEPTOF04	Dept Of Transportation	10/12/2022	11,060.71
78116	DEPTOF04	Dept Of Transportation	10/12/2022	13,460.95
78117	FCG01	FCG Consultants Inc.	10/12/2022	5,237.40
78119	CALIBE01	Lawrence E. Marino	10/12/2022	5,310.09
78120	HARDY02	Hardy & Harper	10/12/2022	186,101.36
78121	ALESHIRE	Aleshire & Wynder, LLP	10/12/2022	69,970.07
78122	ALLCI01	All City Management Services, Inc	10/12/2022	807.82
78123	ASCAP01	ASCAP	10/12/2022	409.46
78124	B&BTIR	B & B Tires Service	10/12/2022	60.00
78125	BAKER01	Baker & Taylor Books	10/12/2022	733.43
78126	BLACKA	Black & White Emergency Vehicles	10/12/2022	1,998.35
78127	BMI01	BMI	10/12/2022	391.00
78128	BRITEW	BriteWorks, Inc.	10/12/2022	13,539.95
78129	CALI12	California Consulting Inc.	10/12/2022	9,000.00
78130	CASTA02	Esteban Castaneda	10/12/2022	180.00
Report Total (95 checks):				546,788.49

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 10/5/2022 9:35 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78164	CINTAS	Cintas Corporation #693	10/12/2022	271.32
78165	CIVIC02	CivicPlus, LLC	10/12/2022	4,725.00
78166	COSTA01	Costar Realty Information, Inc.	10/12/2022	400.00
78167	DEPTOF02	County of LA Dept of Animal Care & Cont	10/12/2022	4,806.45
78168	COUNTY04	County of Los Angeles	10/12/2022	15,076.33
78169	CPRSCA	CPRS Park & Recreation	10/12/2022	300.00
78170	DUDEK01	Dudek	10/12/2022	7,410.00
78171	ECOLAB01	ECOLAB	10/12/2022	282.91
78172	BATE01	Elior Inc.	10/12/2022	3,889.88
78173	FCG01	FCG Consultants Inc.	10/12/2022	30,800.90
78174	FEDEX	FedEx	10/12/2022	86.47
78175	GARVEY	Garvey Equipment Co	10/12/2022	1,077.45
78176	GEOLOG	Geologic Associates	10/12/2022	28,348.38
78177	IRWIND07	Irwindale Auto & Truck Elec.	10/12/2022	200.00
78178	IRWIND04	Irwindale Chamber Of Commerce	10/12/2022	7,500.00
78179	IRWIND03	Irwindale Tire Shop	10/12/2022	22.00
78180	JUSTIRE	Just Tires	10/12/2022	635.59
78181	LANDSC	Landscape Warehouse III Inc.	10/12/2022	10.62
78182	LAWE01	Law Enforcement Medical Services, Inc.	10/12/2022	150.00
78183	MOTOR01	Motorola Solutions, Inc.	10/12/2022	566.59
78184	OFFICE03	Office Depot	10/12/2022	737.92
78185	ORKINP	Orkin Pest Control	10/12/2022	492.00
78186	POWERM01	Power Muffler & Brakes Inc.	10/12/2022	3,103.45
78187	PROPRINT	Pro Printing, Inc.	10/12/2022	4,076.91
78188	PROFOR01	ProForce Law Enforcement	10/12/2022	4,685.05
78189	PACIFI13	Rene David LTD	10/12/2022	572.02
78190	SIERRA01	Sierra Chevrolet	10/12/2022	122.97
78191	NORTHR	The Northridge Group, Inc.	10/12/2022	5,689.31
78192	TUCKER	Tucker Tire Company, Inc.	10/12/2022	503.58
78193	WALT01	Walters Wholesale Electric Co.	10/12/2022	6.48

Report Total (30 checks):

126,549.58

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

City of
IRWINDALE
AGENDA REPORT

Date: October 12, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: John Saavedra vs. City of Irwindale

City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of John Saavedra 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

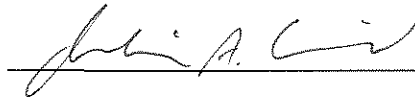
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On September 22, 2022, the City received a claim for damages from claimant John Saavedra. Claimant Saavedra alleges that his vehicle was damaged by uneven pavement on Rivergrade Road and Live Oak Avenue.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim because the City did not have notice of the defect in the roadway until after the claim had been filed. Accordingly, staff recommends that the City Council reject the claim because the City is not liable for maintaining a dangerous condition of public property. 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 September 22, 2022



CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

9/26/2022

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim : John Saavedra V. City of Irwindale
Claimant : John Saavedra
Member : City of Irwindale
Date Rec'd by Mbr : 09-22-2022
Date of Event : 09-18-2022
CW File Number : 3038462 JBY

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. Please provide us with a copy of the Notice of Rejection and copy of Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company
Direct: 657.622.4326
Email: JBaluyut@CarlWarren.com

PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-264-4423 | www.carlwarren.com
CA License #2607296



CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

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

12:35pm
SEP 22 2022

CITY OF IRWINDALE
CITY CLERKS DEPT.

Clerk's Official
Filing Stamp

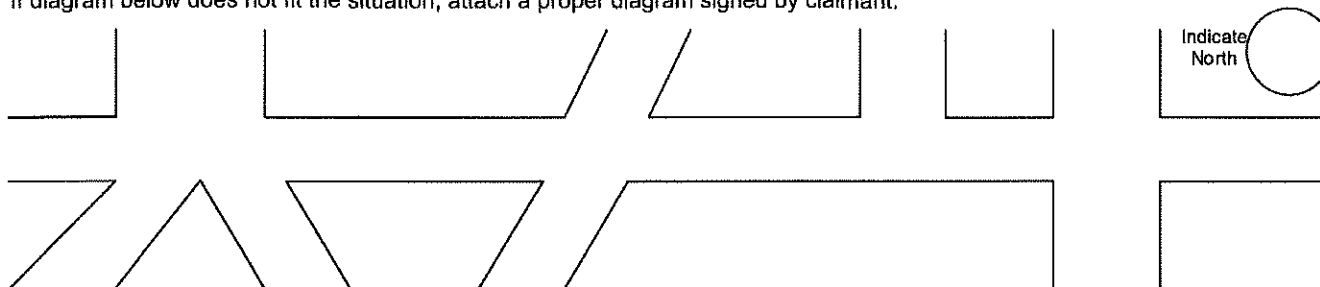
To: City of Irwindale		Claimant's Date of Birth [REDACTED]
Name of Claimant John Saavedra		Claimant's Occupation CHEF
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant [REDACTED]		Business Telephone Number [REDACTED]
Name and address to which you desire notices or communications to be sent regarding this claim: Rest week off at 3:30pm Same If phone call made off work Weds Thurs		
When did DAMAGE or INJURY occur? Date: 9-18-22 Time: 6:26 If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Names of any City employees involved in INJURY or DAMAGE N/A	
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: Rivergrade Rd Live Oak		
Describe in detail how the DAMAGE or INJURY occurred. There is uneven Pavent on Street with Pot Hole		
Why do you claim the City of Irwindale is responsible? Crack on and Damaged Rim and tire on vehicle also to throw alignment off on car		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.		

Claimant's Name: <u>John Saavedra</u>		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. <u>\$600.00</u>		
Give estimated amount of future losses due to INJURY or DAMAGE: <u>not at current time</u>		
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: 		
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>Irene Marie</u>	Address _____	Phone <u>[REDACTED]</u>
Name _____	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>[Signature]</u>	Typed Name <u>John Saavedra</u>	Date <u>9-22-22</u>
---	------------------------------------	------------------------

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



Sonic Motor
4981 Irwindale Ave. #100
Irwindale, CA 91706
(626)363-9036
sales@sonicmotor.com
www.sonicmotor.com

INVOICE

BILL TO
John Saavedra

INVOICE # 13256
DATE 06/17/2020

SALES REP
ZM

CUSTOMER PHONE
[REDACTED]

SKU	DESCRIPTION	QTY	RATE	AMOUNT
MI	JNC004 17x8.5 +15 5x120 Hyper Black / Machined Lip	4	131.88	527.52T

PAID

SUBTOTAL	527.52
TAX (9%)	47.48
TOTAL	575.00
DEPOSIT	475.00
PAYMENT	100.00
BALANCE DUE	\$0.00



Sonic Motor
4981 Irwindale Ave. #100
Irwindale, CA 91706
(626)363-9036
sales@sonicmotor.com
www.sonicmotor.com

INVOICE

BILL TO
John Saavedra

INVOICE # 13738
DATE 08/24/2021

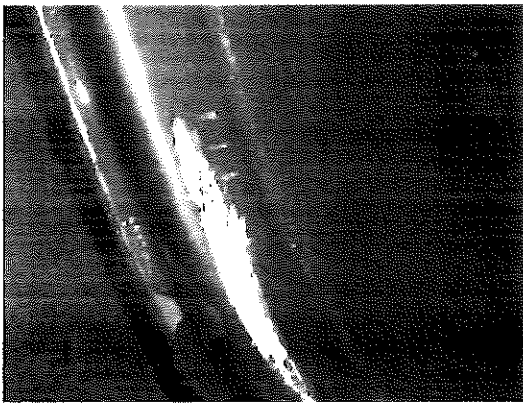
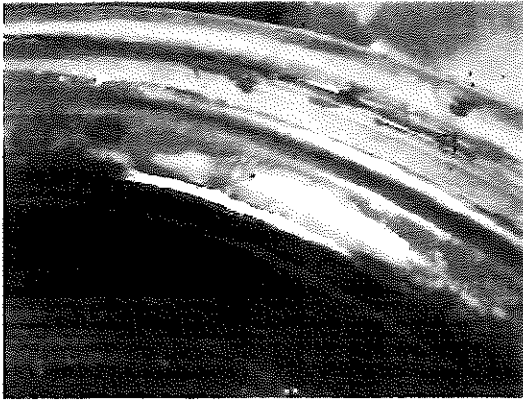
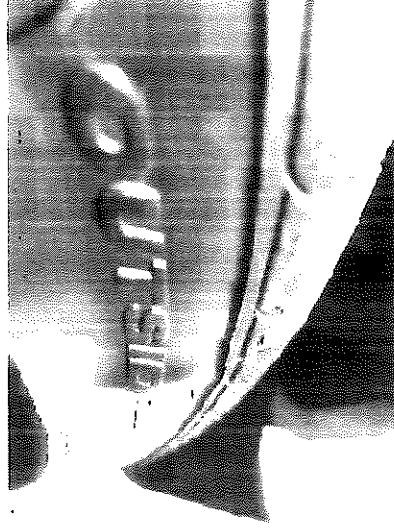
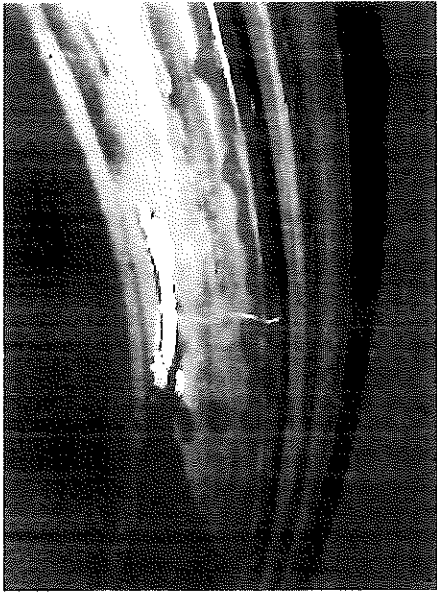
SALES REP
ZM

SKU	DESCRIPTION	QTY	RATE	AMOUNT
MI	NEXEN 205/40/17	4	74.38	297.52T

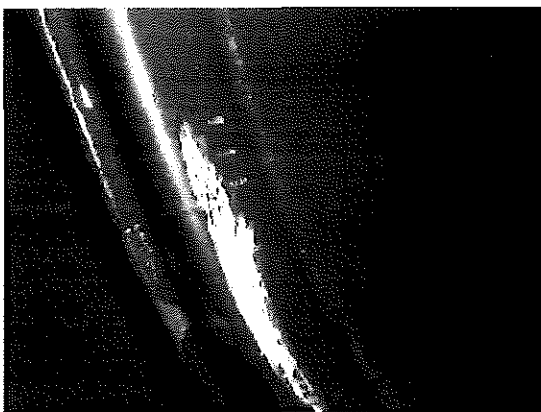
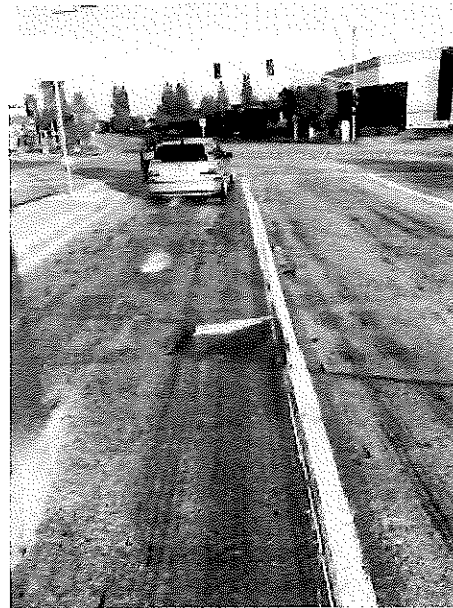
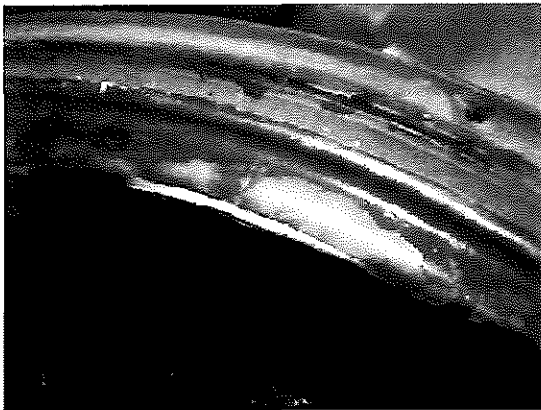
PAID

SUBTOTAL	297.52
TAX (10.25%)	30.50
TOTAL	328.02
PAYMENT	328.02
BALANCE DUE	\$0.00

BAR# 303306









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

City of
IRWINDALE
AGENDA REPORT

Date: October 12, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Fee Waiver for Use of City Facility for a Four-Day Vote Center

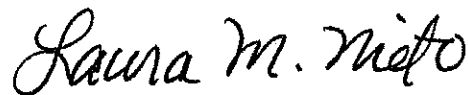
City Manager's Recommendation:

Adopt Resolution No. 2022-94-3344 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT AND VOTE CENTER ELECTION PLAN."

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

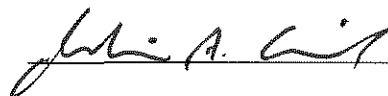
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Los Angeles County Registrar/Recorder will be conducting the General Municipal Election on Tuesday, November 8, 2022. In prior elections, the outer City Council Chambers had been made available to the County as a voting precinct. The County has implemented a new vote center model, to include multi-day access to voting and new ballot marking devices. Additional protocols related to room size have been established to ensure the continued health and safety of the voters and vote center staff due to the COVID-19 pandemic, resulting in the outer City Council Chambers no longer being a viable venue as a vote center.

City staff and representatives from the Los Angeles County Registrar Recorder / County Clerk's office have worked collaboratively to identify a new location for a vote center within the City limits. The Dan Diaz Recreation Center Gymnasium has been identified as the only City facility that meets the County's vote center requirements.

In November 2020, the Dan Diaz Recreation Center Gymnasium was utilized as a vote center with the entire gym floor used for voting equipment and vote center staff. The gym was not open to the public at that time due to state and countywide COVID-19 orders. Because programming has resumed at the facility, and in an effort to cause as minimal disruption as possible, only the west side of the gym floor will be used for the vote center equipment.

The following dates have been tentatively identified by the County in the Vote Center Election Plan and will mean that the west side of the gym floor will be for the exclusive use of the County during this time. While it cannot be guaranteed, staff has expressed to the County that the earliest possible pick up date is preferred. It is expected that there will be approximately 600 vote centers County-wide.

Equipment Delivery & Set Up	Tuesday, November 1, 2022; 8:00AM to 8:00PM
Election Worker Pre-check Day	Friday, November 4, 2022; 12:00PM to 5:00PM
Early Voting Period	Saturday November 5 – Monday, November 7, 2022; 9:00AM to 8:00PM
Election Day	Tuesday, November 8, 2022; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up	Friday, November 11, 2022; 8:00AM to 8:00PM

The County has submitted a request to the City to waive facility rental fees. The County's request to waive facility rental fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by way of serving the public purpose of providing voting accessibility to the community, including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the vote center in Irwindale.

The Vote Center Facility Use Agreement and Vote Center Election Plan have been reviewed by the City Attorney's office. As a public entity, the County is self-insured and has provided a copy of Certificate of Self Insurance Coverage with this report.

Fiscal Impact:

The approval of this item will result in a fee waiver of approximately \$7,700. This fee would have otherwise been collected as revenue to the General Fund.

Attachment(s):

Resolution No. 2022-94-3344
Application for Fee Adjustment
Vote Center Facility Use Agreement
Vote Center Election Plan

RESOLUTION NO. 2022-94-3344

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR
RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR
THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION AND APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER
FACILITY USE AGREEMENT AND VOTE CENTER ELECTION PLAN**

WHEREAS, the Los Angeles County Registrar Recorder will be conducting the General Municipal Election on Tuesday, November 8, 2022; and

WHEREAS, the outer City Council Chambers have been previously utilized as the City's only voting precinct; and

WHEREAS, the Los Angeles County Registrar Recorder / County Clerk has implemented a "vote center" model for the elections it conducts, and has established protocols to ensure continued health and safety of the voters due to the COVID-19 pandemic, including minimum room size; and

WHEREAS, the outer City Council Chambers can no longer be utilized as a voting precinct as it does not meet the specifications required for a vote center; and

WHEREAS, City staff and County representatives identified the Dan Diaz Recreation Gymnasium as the only City facility that meets the required specifications for a vote center; and

WHEREAS, equipment delivery, set up and breakdown are tentatively proposed to commence on Tuesday, November 1, 2022 and conclude on Friday, November 11, 2022, respectively; and

WHEREAS, the City of Irwindale will be hosting a four-day vote center period beginning Saturday, November 5, 2022 through Tuesday, November 8, 2022 at the Dan Diaz Recreation Gymnasium; and

WHEREAS, the use of this facility for the election meets the criteria for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy" because it serves the public purpose of providing safe voting accessibility to the community including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the flex vote center in Irwindale; and

WHEREAS, the City Council desires to approve the Vote Center Facility Use Agreement and Vote Center Election Plan and authorize execution of the same.

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

Section 1. The City Council finds the above recitals true and correct. and they are incorporated herein by this reference.

Section 2. The City Council hereby waives the rental fee of \$7,700 for the Dan Diaz Recreation Gymnasium for use as a four-day vote center period beginning Saturday, November 5, 2022 through and including Tuesday, November 8, 2022, with equipment delivery and set up, and breakdown to commence on Tuesday, November 1, 2022 and conclude on Friday, November 11, 2022, respectively. The City Council hereby finds that waiving the fee of \$7,700 for the City facility rental serves the valid public purpose of providing safe voting accessibility to the community including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the 4-day vote center in Irwindale.

Section 3. The City Council hereby approves, and the City Manager is hereby authorized to execute, the Vote Center Facility Use Agreement and Vote Center Election Plan. City staff are hereby authorized to take all reasonable steps necessary to carry out the intent and purposes of this resolution.

Section 4. The Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 12th of October 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. 2022-94-3344 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 12th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk



CITY OF IRWINDALE

FEE ADJUSTMENT POLICY FOR CITY RENTAL FACILITIES

The City of Irwindale would like to alleviate some financial difficulties associated with using City facilities and wish to use the City facilities to serve a public purpose. To achieve this goal, the City is implementing this "Fee Adjustment Policy for Rental Facilities" to encourage the residents of Irwindale and not-for-profit organizations located in the City to participate and promote events that are beneficial to the community or otherwise provide a public service. The City will approve fee waivers or reductions for those Irwindale residents and not-for-profit organizations located in the City that meet the criteria below.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of assisting the residents of Irwindale and not-for-profit organizations located in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council or the City Manager pursuant to the criteria in this Policy:

- A. Community Center facility use fee
- B. Our Lady of Guadalupe Mission facility use fee
- C. Dan Diaz Recreation Banquet Room and Kitchen facility use fee
- D. Picnic Shelter facility use fee
- E. Fred Herrera Softball Field use fee
- F. Dan Diaz Recreation Facility use fee
- G. Any other public facility as the City Manager or City Council, as appropriate, may approve

II. CRITERIA FOR CONSIDERATION

The following criteria must be established to qualify for a fee waiver or fee reduction by the City Council:

1. Applicants for fee waivers or reductions must be:
 - a. Resident of Irwindale; or
 - b. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, which has a principal and permanent meeting place, office, or place of worship within the City, and has

been organized and established in the City for a minimum of period of one year, continuously, preceding the filing of a fee waiver application.

2. Fee waivers or reductions may be granted for City fees where it can be shown, through documentary proof:

- a. A financial hardship exists as follows:

1. For an individual resident, a financial hardship may include, but not be limited to, an unexpected need of assistance arising from illness, casualty loss, or other such unforeseeable occurrence, or difficulty paying essential costs to provide for the individual's health and welfare based on income; and
 2. For a non-profit organization, a financial hardship may include a significant portion of annual revenues dedicated towards the use of the facility.

- b. Serve a public purpose by demonstrating that use of the City facility will:

- i. Benefit the community. This includes, but is not limited to, circumstances where the applicant:

1. Supports civic or community programs for the City's residents or businesses; or,
 2. Provides financial assistance to the City's residents or businesses.

- ii. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the entity provides needed donations or other assistance to residents and businesses of the City in areas such as:

1. Health care;
 2. Counseling services;
 3. Abatement of dangerous or unhealthful living or working conditions, including, but not limited to, those constituting violations of the Irwindale Municipal Code;
 4. Transportation needs of residents;
 5. Nutrition needs of residents; or
 6. Educational assistance.

III. PROCESS FOR CONSIDERATION

An Irwindale resident, individual or organization who would like to be considered for a fee waiver or adjustment should complete an "Application for Fee Adjustment of City

Rental Facilities" and submit it to the City Clerk's Office. The City Manager will review the request and, if it meets the criteria of this Policy, and the request is for five hundred dollars (\$500) or less, the City Manager will provide the applicant with a response within fifteen (15) days. If the City Manager's decision is adverse to the applicant, the decision can be appealed to the City Council.

If the applicant requests a fee adjustment in excess of five hundred dollars (\$500), and meets the criteria of this policy, the City Manager will agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and process along with any Facility Use Agreement or Permit Application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

**OFFICE USE ONLY:**

Received By: _____

Date: _____

CITY OF IRWINDALE**APPLICATION FOR FEE ADJUSTMENT
OF CITY RENTAL FACILITIES**APPLICANT Los Angeles County Registrar-Recorder / County Clerk☐ Resident ☒ Not-for-Profit Organization*ADDRESS 12400 Imperial Highway, Norwalk, CATELEPHONE 562-229-8865 e-mail: Votecenter@rcc.lacounty.govCITY RENTAL FACILITY: Dan Diaz Recreation Center (Gym)FEE(S) REQUESTING TO BE WAIVED: Rental Fees**STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE:**

The waiver is requested so that the Dan Diaz Recreation Center can be utilized as a 4-day vote center for the November 8, 2022

General Municipal Election. The public interest is served as the vote center will facilitate the community's ability to vote over a four day period, as well as having a venue to securely drop off their vote by mail ballots. Los Angeles County cities have been asked to collaborate with their registrars to provide facilities for purposes of voting.

Evidence of financial hardship and public purpose served (to support assertion of financial hardship, attach all documents establishing current financial situation, including all bank statements, most current tax forms, and essential expenses):

By signing below, I confirm that all of the above and attached information is true and correct. By signing below I also attest to the fact that payment of City fees for the City's rental facilities is a financial hardship and will serve a public purpose.

See Vote Center Facility Use Agreement

Applicant Signature _____

Date _____

*Must provide evidence of Internal Revenue Service Non-Profit status, principal and permanent meeting place, and length of time established at this location.



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by **City of Irwindale** ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the designated facility space specified below:

**Dan Diaz Recreation Center - 14160
Gymnasium
16053 Calle De Paseo
Irwindale, CA 91706**

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this **21th day of August 2022** upon the execution hereof by the Parties and shall expire on November 30, 2022, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during the access schedule unless otherwise stated in the Vote Center Election Plan to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Vote Center Election Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from tables, chairs, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan.

Host will remove any floor coverings such as tarps and mats that may potentially cause tripping or injuries. Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the access schedule of the Vote Center Election Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is Laura Nieto, (626) 430-2225 Ext. 202 and lnieto@irwindaleca.gov.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (877) 728-0235, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. For avoidance of doubt, Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Host, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Host, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

**Los Angeles County
Registrar-Recorder/County Clerk**

City of Irwindale



08/21/2022
Signature and Date

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Printed Name and Title



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

**VOTE CENTER ELECTION PLAN
November 8, 2022 Statewide General Election**

The following constitutes the mutually agreed upon Vote Center Election Plan for the November 8, 2022 Statewide General Election by **City of Irwindale** ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the facility space specified below:

**Dan Diaz Recreation Center - 14160
Gymnasium
16053 Calle De Paseo
Irwindale, CA 91706**

Contact List -Host

Primary Contact Name	Laura Nieto	Phone #	(626) 430-2225 Ext. 202
Email Address	lnieto@irwindaleca.gov	Alternate Phone #	(626) 848-4292
On-Site Access Contact Name	PRISCILLA ZEPEDA	Phone #	(626) 430-2226
Email Address	pzepeda@irwindaleca.gov	Alternate Phone #	(626) 848-4066
Custodial Service Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours/Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List -RR/CC

Primary Contact Name	Iris Carnero	Phone #	(562) 347-2444
Email Address	icarnero@rrcc.lacounty.gov	Alternate Phone #	(213) 278-5554

IT Contact Name	Shannon Gadson	Phone #	562-462-2826
Email Address	sgadson@rrcc.lacounty.gov	Alternate Phone #	562-277-2118
After Hours/Emergency Contact Name	Jaime Young	Phone #	562-347-2447
Email Address	votecenters@rrcc.lacounty.gov	Alternate Phone #	562-229-8865

Access Schedule

Host has agreed to grant access to the designated voting space for the following dates and times:

Equipment Delivery & Set-Up (exclusive access begins)	November 01, 2022; 8:00AM to 8:00PM
Election Worker Pre-check Day	November 4, 2022; 12:00PM to 5:00PM
Early Voting Period	November 5-7, 2022; 9:00AM to 8:00PM
Election Day	November 8, 2022; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	November 11, 2022; 8:00AM to 8:00PM

A deployment schedule for vote center equipment delivery/set-up and breakdown/pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the equipment delivery & set-up date to confirm access to the designated space.

During the public voting period, RR/CC staff shall have access to the designated space during the dates and times listed above.

Voting hours are from 10:00AM to 7:00PM during the Early Voting and 7:00AM to 8:00PM on Election Day. Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot.

Health and Safety Plan

The Safe Election Plan (Attachment A) describes how RR/CC will ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period and through the breakdown of the vote center. COVID-19 Responsibilities (Attachment B) outlines the expectations for RR/CC and facility staff in maintaining the cleanliness of the vote center and to safeguard the health of voters, election workers, and facility staff/users.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas.

Voting Space (Check one and write your Initials to acknowledge):

☐ The designated voting space/s will be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances, and other large items prior to the set-up day.

Host Initials: _____

☐ The items specified below may be left in the designated voting space/s are mutually agreed upon by both RR/CC and Host.

Host Initials: _____ **RR/CC Initials:** _____

Floor Coverings (Check one and write your Initials to acknowledge):

☐ The designated voting space/s will be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries prior to the set-up day.

Host Initials: _____

☐ The floor covering below may be used/remain in place in the designated voting space.

Host Initials: _____ **RR/CC Initials:** _____

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (check all that apply):

- ☐ On-site staff will open and lock the facility on days noted in the Access Schedule.
- ☐ Facility key or key card, alarm code or access badge will be provided to RR/CC staff for direct access to the voting area.
- ☐ Parking permits will be provided to RR/CC staff.

Items Provided by Host

Host agrees to provide the following items by the start date of the Access Schedule:

Item	Quantity
tables (6ft rectangular)	8
adult-size chairs	16

The number of tables and chairs will be finalized closer to the election once allocation is finalized.

Internet Connection (Check one and write your Initials to acknowledge):

☐ Host agrees to provide hardwire connection at the start of the Access Schedule. An active data port will be available and security passwords (if any) will be provided to RR/CC staff.

Host Initials: _____

☐ Host will not provide hardwire connection at the start of the Access Schedule.

Host Initials: _____

Facility Use Payment (Check one and write your Initials to acknowledge):

☐ For private buildings: Host agrees to waive any payment for use of the facility.

Host Initials: _____

☐ For public buildings: Host agrees to waive any payment for use of the facility pursuant to California Elections Code.

Host Initials: _____

☐ RR/CC agrees to pay Host for use of the facility in the amount of \$_____. This payment covers all associated costs including, but not limited to, staff and custodial fees, hired security fees, cleaning fees and purchase of items, etc. used during the Access Schedule. Private facilities must provide their W-9 to RR/CC before payment is processed. The payee name and mailing address is based on the information from the W-9.

Host Initials: _____

Other Costs

Applicable to public buildings only, RR/CC agrees to pay reasonable costs for staff hours and custodial costs incurred during the Access Schedule. An official invoice containing Agency letterhead must be submitted to RR/CC after the election showing the breakdown of costs.

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs.

Electronic Signatures

The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

City of Irwindale

 08/21/2022

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Signature and Date

Printed Name and Title

ATTACHMENT B

COVID-19 RESPONSIBILITIES

LA County RR/CC staff is responsible for:

- Disinfecting the surfaces of all voting equipment including, but not limited to the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Disinfecting the chairs and tables found inside the voting space.
- Wiping high touch areas inside the voting room such as door handles, light switches, counter tops, etc.

Facility staff is responsible for:

- Daily/frequent cleaning of the restrooms
- Wiping high touch surfaces outside of the voting space including but not limited to exterior door handles, water/drinking fountain, elevator buttons, etc.
- Cleaning the path of travel from the parking lot to the entrance of the vote center
- Providing extra trash receptacles at the stop station, vote center exit and for election workers
- Daily/frequent trash pick-up
- Assistance with identifying a space outside of the vote center for curbside voting
- Provide additional signage, if needed, to direct voters to the vote center.

Additional considerations:

- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.
- Where possible, any lines should be maintained outdoors. Where not feasible, lines will be socially distanced.
- Floor markings will be used to assist voters with social distancing inside the vote center and where lines are present.
- Signs will be posted inside and outside the vote center to assist voters with COVID-19 protocols.



COUNTY OF LOS ANGELES

04-01-2022

CERTIFICATE OF SELF-INSURANCE COVERAGE

PRODUCER/INSURED

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
RISK MANAGEMENT BRANCH
320 WEST TEMPLE STREET, 7TH FLOOR
LOS ANGELES, CA 90010

This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.

ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES

PARTICIPATION
100%

COVERAGES

This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
☒ Commercial General Liability	Self Insured	04/01/2022	04/01/2023	Occurrence Amount - \$2,000,000 Aggregate Amount - \$4,000,000
☒ Automobile Liability	Self Insured	04/01/2022	04/01/2023	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
☒ Property Liability	Self Insured	04/01/2022	04/01/2023	Occurrence Amount - \$2,000,000 Aggregate Amount - \$4,000,000
☒ Workers' Compensation and Employers Liability	Self Insured	04/01/2022	04/01/2023	Occurrence Amount - Statutory Statutory aggregate

DEPARTMENT OF OPERATIONS/LOCATIONS

County Department
Facility Use Agreement

Registrar-Recorder/County Clerk
2022 Statewide Direct Primary Election and Statewide General Election

Certificate Holder
City of Irwindale

Dan Diaz Rec Center - 16053 Calle De Paseo
Irwindale, CA, 91706

CANCELLATION

SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE

BY:

STEVE ROBLES, COUNTY RISK MANAGER

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

City of
IRWINDALE
AGENDA REPORT

Date: October 12, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of \$80,000 for Traffic Safety Education and Impaired driving enforcement.

City Manager's Recommendation:

Adopt Resolution No. 2022-95-3345 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT \$80,000.00 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)."

Administrative Action:

Submitted by:

Robert Castro, Interim Police Chief
(626) 430-2234



Prepared by:

Manny Campos, Police Sergeant

ELECTRONICALLY APPROVED

Reviewed by:

Adrian R. Guerra, City Attorney

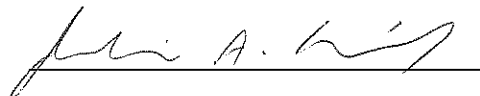


Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Police Department applied and participated in a competitive grant process offered through the California Office of Traffic Safety (OTS). The Board of Directors approved our grant request in June of 2022 for \$80,000.

The funding program titled, Selective Traffic Enforcement Program (STEP), will fund officers on an overtime basis to enforce drunk/impaired driving, distracted driving, and court sting operations and provides educational presentations to our community. The grant also includes training for officers in drug recognition, standardized field sobriety testing and advanced roadside impaired driving enforcement. The grant will also allow Irwindale Police Officers to focus on deadly street racing.

The goal of the Irwindale Police Department is to reduce the amount of injuries and deaths caused by drunk and impaired drivers and to improve the quality of life of those who drive our streets every day. It will also help officers enforce intersection takeovers by street racers.

STEP is scheduled to begin after City Council adoption, and will operate for one year.

Fiscal Impact:

There will be no fiscal impact to the General Fund as the grant operations are fully funded through the Federal OTS grant for \$80,000.

Attachments:

Proposed Resolution No. 2022-95-3345
STEP Grant Agreement

RESOLUTION NO. 2022-95-3345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT \$80,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking grant funds to supplement the Police Departments budget; and

WHEREAS, the Irwindale Police Department applied and participated in a competitive grant process offered through the California Office of Traffic Safety (OTS); and

WHEREAS, the City of Irwindale Police Department was approved for funding in the amount of \$80,000 through a federal grant by the State of California Office of Traffic Safety for the enforcement of drunk and impaired driving, distracted driving, court sting operations and provides educational presentations to the community. The program also seeks to prevent street racers through the city streets of Irwindale; and

WHEREAS, the Irwindale Police Department will utilize the funding over a period of one year to administer the grant and implement educational and enforcement programs designed to reduce the amount of injuries and deaths caused by drunk and impaired drivers. This grant will also help Irwindale Police Officers improve the quality of life of those who drive our streets every day.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES DETERMINES, AND ORDERS AS FOLLOWS:

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

SECTION 2. The City Council of the City of Irwindale hereby approves and accepts the grant of \$80,000 from the California Office of Traffic Safety. The FY 2022-2023 Office of Traffic Safety Federal Grant funds are hereby appropriated to be used for grant management and administration, and the implementation of educational and enforcement programs designed to deter drunk and impaired drivers. Of the \$80,000 federal grant award, \$76,500 will be overtime expenses and \$3,500 will be for training expenses.

SECTION 3. The City Council hereby approves, and the City Manager is authorized to sign the 2022-2023 Selective Traffic Enforcement Program (STEP) Sub-recipient agreement between California Office of Traffic Safety (OTS) and the City of Irwindale, attached hereto as Exhibit "A". City staff are hereby authorized to take all steps necessary to carry out the intent and purposes of this resolution.

SECTION 4. 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 12th day of October, 2022

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto
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. 2022-95-3345 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 12th day of October, 2022, by the following vote:

Councilmembers:

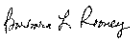
NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT23114

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Irwindale	3. Grant Period From: 10/01/2022 To: 09/30/2023
4. AGENCY UNIT TO ADMINISTER GRANT Irwindale Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$80,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Manuel Campos TITLE: Sergeant EMAIL: mcampos@irwindaleca.gov PHONE: (626) 533-0718 ADDRESS: 5050 N. Irwindale Avenue Irwindale, CA 91706  _____ (Signature) Sep 23, 2022 _____ (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Jose Vargas Lieutenant jvargas@irwindaleca.gov (626) 430-2242 5050 N. Irwindale Avenue Irwindale, CA 91706  _____ (Signature) Sep 26, 2022 _____ (Date)
C. FISCAL OFFICIAL ADDRESS: Jeanette Duran Finance Manager jduran@irwindaleca.gov (626)430-2268 5050 N. Irwindale Avenue Irwindale, CA 91706  _____ (Signature) Sep 26, 2022 _____ (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  _____ (Signature) Sep 30, 2022 _____ (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: E9J2S6RNLAC1 REGISTERED ADDRESS: 5050 N Irwindale Avenue CITY: Irwindale ZIP+4: 91706-2133
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-23	20.608	0521-0890-101	2022	43/22	BA/22	\$45,000.00
402PT-23	20.600	0521-0890-101	2022	43/22	BA/22	\$35,000.00
				AGREEMENT TOTAL		\$80,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$80,000.00		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
<i>Carolyn Vu</i>			Sep 26, 2022		\$80,000.00	

1. PROBLEM STATEMENT

The City of Irwindale has an estimated population of 1,394 (U.S. Census Bureau: 2019 estimate) The City of Irwindale is unique in the sense that although our population of residents is low, the city has a large population of people during the daytime hours because of the enormous commercial population. We are directly surrounded by five major cities that are heavily populated. Irwindale Avenue and Arrow Highway are major thoroughfares that connect Los Angeles to the San Gabriel Valley. Over the last three years we have increased our commercial district by new construction of new warehouse buildings.

In March of 2016 the implementation of the Metro Gold Line was introduced to the City of Irwindale. The Metro Gold line has caused the City of Irwindale to face some challenges as relates to traffic. The Metro Gold Line is an extension railway from Pasadena to the City of Azusa, however, it travels west to downtown Los Angeles Union Station and where it finally stops in the City of East Los Angeles. Since the implementation of the Metro Gold Line to the City of Irwindale, we have seen the increase in pedestrian traffic in the area and significant increase in commuter traffic. We have also seen the increase in the homeless population. Three of our fatalities were a homeless that used the gold line for transportation and were struck in the early mornings. Since the Metro Gold Line opened in the City of Irwindale, it has increased commuter traffic related issues as well. Traffic congestion along Foothill Boulevard, Live Oak Avenue, and Irwindale Avenue has become a problem as many commuters use the northern part of the San Gabriel Valley Cities as a route to make access to Downtown Los Angeles because of the heavily congested 210 freeway and 605 freeway. Commuters use Arrow Highway, Live Oak Avenue, Foothill Boulevard and Irwindale Avenue as a shortcut to bypass the 210 freeway and the 605 freeway congestion. The complaints of speeding commuters have been confirmed through our CAD/Stats and surveys.

We are also being impacted on the roadways due to high volume of new businesses in the city. We have 24-hour mining in our city that requires heavy equipment and semi bottom dump trucks to travel through our streets 24 hours a day creating heavy congestion.

We also seen an increase of DUI's that impact our city not only in traffic crashes but injury traffic crashes. The legalization of marijuana use in California continues to increase DUIs in the inner-city. We have prepared our officers with ARIDE training to help with DUI related stops and traffic crashes.

What is impacting our traffic problems as well as the large events that we have at the Irwindale Raceway Center. We have major movie/shows filming at the Irwindale Raceway Center causing congestion. Every Thursday we have drag racing at the Irwindale Speedway and during the holidays in December, we are bombarded with the Christmas Lights Show at the Irwindale Raceway Center which attracts thousands of people every day. In season we have the drag races on Thursdays, and we also have the oval track racing on weekends. The Speedway also hosts large events like Mooneyes, the Color Run 3K/5K which attracts thousands of pedestrians and vehicles causing congestion. During these events, thousands of commuters make Live Oak Avenue a heavy congested street causing crashes. Because of the congestion, people park along the north and south side of Live Oak Avenue creating the problem of pedestrians walking in the roadway. Several years ago we had a fatality on Live Oak Avenue because of pedestrians in the roadway. We also have a large attendance to the Renaissance Faire in the City of Irwindale that becomes a traffic hazard. The Renaissance Faire sells alcohol and in past years we have had alcohol related crashes resulting of people attending the Faire. The Irwindale Brewery/Miller Brewing Company also host concerts at their facility which requires fans to park across the street from Irwindale Avenue which is one of our major and busiest streets in the city. During these events we have large amounts of pedestrians jaywalking and failing to obey posted signs throughout the event center. The City of Irwindale also host numerous events throughout the year including Fourth of July downtown, the walking of our Lady of Guadalupe Virgin Mary and National Night Out which requires closures of city streets. Irwindale Avenue and Vincent Avenue are the two main streets that connect the northern part of the San Gabriel Valley Cities to the West Covina Mall which is the only mall in the area, which attracts thousands of people on the daily basis. Across from the mall is the Los Angeles County Superior Court, East District. Irwindale Avenue is the main course of travel from northern cities in the San Gabriel to the courthouse. The Irwindale Police Department prepares officers with certified DRE's and utilizing them during the proposed grant operations to help curb the potential for injury related DUI traffic crashes during previous years. With the help of OTS, we were able to

send officers to ARIDE certification courses and continue to recertify those officers and new officers to our department. We are grateful that we have one DRE officer on staff who completes his recertification yearly.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	Target Number 1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	10

9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	10
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
13. Participate in highly visible collaborative DUI Enforcement operations.	4
14. Participate in highly visible collaborative Traffic Enforcement operations.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
16. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	3

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.
- Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases

are an exception to this policy and require prior approval before distribution to the media and public.

- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.

- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

State of California – Office of Traffic Safety
GRANT AGREEMENT
Schedule B

GRANT NUMBER
PT23114

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$45,000.00		
402PT-23	20.600	State and Community Highway Safety	\$35,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints	164AL-23	\$9,100.00	2	\$18,200.00	
DUI Saturation Patrols	164AL-23	\$1,800.00	10	\$18,000.00	
Collaborative DUI Enforcement	164AL-23	\$1,300.00	4	\$5,200.00	
Benefits for 164AL OT @ 1.45%	164AL-23	\$41,400.00	1	\$600.00	
Traffic Enforcement	402PT-23	\$1,500.00	10	\$15,000.00	
Distracted Driving	402PT-23	\$1,250.00	2	\$2,500.00	
Street Racing and Sideshow Enforcement Operations	402PT-23	\$1,800.00	3	\$5,400.00	
Pedestrian and Bicycle Enforcement	402PT-23	\$1,250.00	3	\$3,750.00	
Collaborative Traffic Enforcement	402PT-23	\$1,250.00	2	\$2,500.00	
Traffic Safety Education	402PT-23	\$500.00	2	\$1,000.00	
Benefits for 402PT OT @ 1.45%	402PT-23	\$30,150.00	1	\$437.00	
Category Sub-Total				\$72,587.00	
B. TRAVEL EXPENSES					
In State Travel	402PT-23	\$3,500.00	1	\$3,500.00	
				\$0.00	
Category Sub-Total				\$3,500.00	
C. CONTRACTUAL SERVICES					
				\$0.00	
Category Sub-Total				\$0.00	
D. EQUIPMENT					
				\$0.00	
Category Sub-Total				\$0.00	
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies	164AL-23	\$2,500.00	1	\$2,500.00	
Phlebotomist	164AL-23	\$500.00	1	\$500.00	
Educational Materials	402PT-23	\$913.00	1	\$913.00	
Category Sub-Total				\$3,913.00	
F. INDIRECT COSTS					
				\$0.00	
Category Sub-Total				\$0.00	
GRANT TOTAL					\$80,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel	
Benefits for 164AL OT @ 1.45% - Benefit breakdown: Medicare @ 1.45%	
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel	
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
Benefits for 402PT OT @ 1.45% - Benefit breakdown: Medicare @ 1.45%	
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Law Enforcement Traffic Safety Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
-	
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).	
Phlebotomist - To draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.	
Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.	

INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant.
Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.
Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to all subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT23114
Agency Name:	Irwindale Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$80,000.00
Authorizing Official:	Jose Vargas
Fiscal Official:	Jeanette Duran
Grant Director:	Manuel Campos

CURRENT GEMS USER(S)

1. Manuel Campos

Title: Sergeant
Phone: (626) 533-0718
Email: mcampos@irwindaleca.gov

Media Contact: Yes

2. Rudolph Gatto

Title: Sergeant
Phone: (626) 430-2245
Email: rgatto@irwindaleca.gov

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by: <u>Manuel Campos</u> Date: Sep 18, 2022 Manuel Campos (SEP 23, 2022 2:08 PM)	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access. <u>Manuel Campos</u> Manuel Campos Manuel Campos (SEP 23, 2022 2:08 PM)	
Signature	Name
Sep 23, 2022	Grant Director
Date	Title

Grant Agreement - PT23114

Final Audit Report

2022-09-30

Created:	2022-09-16
By:	Stephanie Spaid (stephanie.spaid@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcEOvSO4fnW0kWv2Uta-XMdDhoobUee7d

"Grant Agreement - PT23114" History

-  Document created by Stephanie Spaid (stephanie.spaid@ots.ca.gov)
2022-09-16 - 3:05:16 PM GMT
-  Document emailed to mcampos@irwindaleca.gov for signature
2022-09-16 - 3:05:23 PM GMT
-  Email viewed by mcampos@irwindaleca.gov
2022-09-18 - 12:56:39 PM GMT
-  Signer mcampos@irwindaleca.gov entered name at signing as Manuel Campos
2022-09-18 - 12:57:29 PM GMT
-  Document e-signed by Manuel Campos (mcampos@irwindaleca.gov)
Signature Date: 2022-09-18 - 12:57:30 PM GMT - Time Source: server
-  Document emailed to mcampos@irwindaleca.gov for signature
2022-09-18 - 12:57:32 PM GMT
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2022-09-20 - 9:17:42 AM GMT
-  Signer mcampos@irwindaleca.gov entered name at signing as Manuel Campos
2022-09-24 - 5:08:03 AM GMT
-  Document e-signed by Manuel Campos (mcampos@irwindaleca.gov)
Signature Date: 2022-09-24 - 5:08:05 AM GMT - Time Source: server
-  Document emailed to jduran@irwindaleca.gov for signature
2022-09-24 - 5:08:07 AM GMT
-  Email viewed by jduran@irwindaleca.gov
2022-09-26 - 2:46:06 PM GMT

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2022-09-26 - 2:47:34 PM GMT

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Signature Date: 2022-09-26 - 2:47:35 PM GMT - Time Source: server

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2022-09-26 - 2:47:37 PM GMT

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2022-09-26 - 2:55:18 PM GMT

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2022-09-26 - 3:12:25 PM GMT

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2022-09-26 - 3:12:28 PM GMT

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2022-09-26 - 3:19:44 PM GMT

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Signature Date: 2022-09-26 - 3:19:53 PM GMT - Time Source: server

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2022-09-26 - 3:19:55 PM GMT

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2022-09-30 - 5:10:16 PM GMT

 Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)
Signature Date: 2022-09-30 - 5:10:55 PM GMT - Time Source: server

 Agreement completed.
2022-09-30 - 5:10:55 PM GMT

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

City of
IRWINDALE
AGENDA REPORT

Date: October 12, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Resolution No. 2022-99-3349 Excusing Councilmember Mark A. Breceda from City Council Meetings

City Manager's Recommendation:

Adopt Resolution No. 2022-99-3349, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE EXCUSING COUNCIL MEMBER MARK A. BRECEDA FROM THE CITY COUNCIL MEETINGS OF SEPTEMBER 14, 2022 THROUGH AND INCLUDING OCTOBER 12, 2022" reading by title only and waiving further reading thereof.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

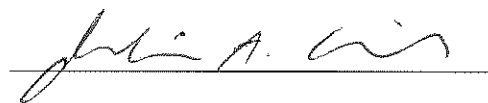
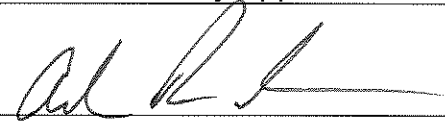
Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Electronically Approved



Background and Analysis:

Due to unforeseen circumstances, Council Member Mark A. Breceda has been unable to attend the past two City Council meetings on September 14, 2022, and September 28, 2022. The last regular meeting attended by Council Member Breceda was August 24, 2022.

The Irwindale Charter, at Article V Section 505(d) provides that:

“if a City Councilman absents himself, without the consent of the City Council, from all regular City Council meetings for a period of sixty (60) consecutive days from the last regular meeting of the Council he attended, his office shall be deemed vacant; provided that the consent of the City Council shall be given only for good cause, but shall not be unreasonably withheld”

If Council concurs, it would be in order to make the finding that pursuant to the Irwindale Charter, Article V, Section 505(d), that the absences of the Council Member Breceda are excused for each of City Council meetings between and including September 14, 2022 and October 12, 2022.

Attachment:

Proposed Resolution No. 2022-99-3349

RESOLUTION NO. 2022-99-3349

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
EXCUSING COUNCIL MEMBER MARK A. BRECEDA FROM THE CITY
COUNCIL MEETINGS OF SEPTEMBER 14, 2022 THROUGH AND
INCLUDING OCTOBER 12, 2022**

WHEREAS, the City Council of the City of Irwindale recognizes that Council Member Mark A. Breceda has experienced unforeseen circumstances, which have prevented him from attending the City Council meetings of September 14, 2022 through and including October 12, 2022; and

WHEREAS, the Irwindale Charter, at Article V, Section 505 (d) provides that:

“if a City Councilman absents himself, without the consent of the City Council, from all regular City Council meetings for a period of sixty (60) consecutive days from the last regular meeting of the Council he attended, his office shall be deemed vacant; provided that the consent of the City Council shall be given only for good cause, but shall not be unreasonably withheld;” and

WHEREAS, by this Resolution, the City Council wishes to formally find that good cause exists for Council Member Breceda’s absences from the aforementioned meetings and excuse such absences.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Council Member Mark A. Breceda has had good cause for being absent from each City Council meeting between and including September 14, 2022 and October 12, 2022, in light of the unforeseen circumstances he has experienced during such times.

SECTION 2. The City Council hereby finds and determines that, pursuant to Irwindale Charter provision, Article V, Section 505 (d), Council Member Mark A. Breceda’s absences are excused for each City Council meeting between and including September 14, 2022 and October 12, 2022.

SECTION 3. The Chief Deputy City Clerk shall certify the adoption of this Resolution, which shall in turn be effective immediately.

PASSED, APPROVED AND ADOPTED this 12th day of October 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. 2022-99-3349 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 12th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: 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: October 12, 2022
 To: Honorable Mayor and Members of the City Council
 From: Marilyn Simpson, Community Development Director
 Issue: Reimbursement Agreement with LIT Reliance II, LP (Clarion & Trammel Crow)

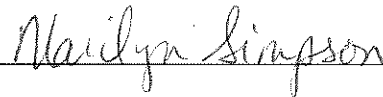
City Manager's Recommendation:

Approve Reimbursement Agreement between the City of Irwindale and LIT Reliance II, LP for the City's consideration and processing of Reliance II Specific Plan development applications.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP
 Community Development Director



Electronically Approved

Prepared by:

Robert Lee, Assistant City Attorney

Reviewed by:

Adrian R. Guerra, City Attorney

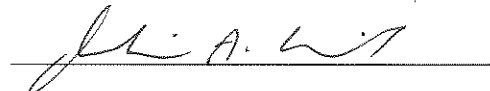
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer

Electronically Approved

Approved by:

Julian Miranda, City Manager



Background and Analysis:

Clarion/Trammel Crow, dba LIT, is the current owner of the ±92-acre former mining site The Reliance II Landfill site was previously owned by the Calmat Co., dba Vulcan Materials Company, Western Division. The site is now named the Irwindale Business Park North. The property On August 9, 2017, the City Council approved a Reimbursement Agreement between the City and Vulcan Materials Company that included reimbursement for costs incurred by the City related to development, related agreements, and consultant and attorney fees. Vulcan partnered with the Trammel Crow Company to construct a business park on the site. On November 8, 2017, the City Council approved Resolution

No. 2017-88-2896 for the Reliance II Specific Plan which was adopted via the Initiative process pursuant to Elections Code Section 9214(a). The site is subject to the development standards and processes in the Reliance II Specific Plan.

On March 15, 2021, Vulcan conveyed the project site to LIT.

LIT has agreed to reimburse the City the full reasonable costs incurred by the City related to development of the site. The attached Reimbursement Agreement establishes the rights and responsibilities of each party for the approvals and review for the development.

The terms of the Reimbursement Agreement include the following key points:

- LIT agrees to reimburse the City the full reasonable costs, fees and expenses incurred in connection with the processing of applications and plans for the Project and the Improvements, including but not limited to staff time, design engineer costs, costs related to contract agreements between City and Consultants, costs related to contract agreements between the City and other agencies, attorney time, plan check and review costs, and inspection costs (collectively, "Expenses").
- Expenses include but are not limited to costs associated with the City Attorney's negotiation and review of the Consultant Contracts and Agency Contracts and associated documents, expenses of hiring the Consultants and the reimbursement of the associated costs.
- LIT agrees to pay the City a lump sum deposit of \$200,000 within five (5) days of the City's approval of the Reimbursement Agreement.
- LIT agrees to replenish the deposit when it falls below \$50,000.
- The Agreement shall expire three (3) years after the effective date with a one (1) year extension.
- The Developer agrees to indemnify the City.

Fiscal Impact:

There is no fiscal impact. LIT will reimburse the City for all costs incurred.

Attachments:

- A. LIT Reliance II, LP Project Reimbursement Agreement

Attachment "A"

REIMBURSEMENT AGREEMENT

This **REIMBURSEMENT AGREEMENT** ("**Agreement**") is executed this ____ day of _____, 2022 ("**Effective Date**"), by and between the **CITY OF IRWINDALE**, a California municipal corporation ("**City**"), and **LIT RELIANCE II, LP**, a Delaware limited partnership ("**Developer**"). City and Developer may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

WHEREAS, on August 9, 2017, the City and CalMat Co., a Delaware Corporation, dba Vulcan Materials Company, Western Division ("**Vulcan**") entered into that certain Project Reimbursement Agreement (the "**Original Vulcan Agreement**") to provide for the reimbursement of City by Vulcan for the full reasonable costs incurred by City related to the development of the Project, and all related agreements, consultant fees, and any other costs, fees, and expenses and to establish the rights and responsibilities of each party related to legislative approvals for the Project ("**Project**"), as that term is defined in the Original Vulcan Agreement.

WHEREAS, on August 14, 2017, the City and Vulcan (the "**Original Parties**") entered into that certain Amendment No. 1 to Project Reimbursement Agreement (the "**First Amended Agreement**") to clarify and memorialize the respective obligations of the Original Parties with respect to the planning, design, bidding and construction of certain traffic improvements related to the Project.

WHEREAS, pursuant to the Original Vulcan Agreement and First Amended Agreement (collectively, the "**Vulcan Agreement**"), Vulcan deposited with City certain monies ("**Vulcan Deposit**") to provide for the reimbursement of City by Vulcan for the full reasonable costs incurred by City related to the development of the Project, and all related agreements, consultant fees, and any other costs, fees, and expenses and to establish the rights and responsibilities of each party related to legislative approvals for the Project, which monies City was permitted to draw down in accordance with the terms agreed to by the Parties.

WHEREAS, on November 8, 2017, the Irwindale City Council adopted Resolution No. 2017-88-2896, a resolution adopting an initiative measure (the "**Initiative**") amending the Irwindale Municipal Code and the Irwindale zoning map and adopting the Reliance II Specific Plan (the "**Specific Plan**") to permit development of the Project, in lieu of calling an election for said purpose, pursuant to California Elections Code section 9214 and 9215;

WHEREAS, on March 15, 2021, Vulcan (1) conveyed the site upon which the Project will be completed ("**Site**"), together with all privileges, rights and easements appurtenant to the Site, to Developer, and (2) attempted to assign the Vulcan Agreement to Developer, pursuant to that certain Assignment and Assumption Agreement dated March 15, 2021 (the "**Assignment**"). The Assignment cannot be effectuated without City's consent and City has not consented to the Assignment. Instead, rather than the Vulcan Agreement being assigned to Developer, the City, Vulcan, and Developer now believe it is in all three parties' best interest to terminate the Vulcan

Agreement after a full and final reconciliation of all costs and expenses, while City and Developer enter into this Agreement to set out Developer's obligations to the City with respect to the Project.

WHEREAS, all development under the Specific Plan is subject to a Substantial Conformance Determination, considered and approved by the City's Development Services Director or designee in accordance with the provisions of Section V of the Specific Plan ("Substantial Conformance Determination"). In addition to a Substantial Conformance Determination, the Project will require various other permits and administrative approvals from the City (collectively, the "**Approvals**"). Developer is also required to complete certain on-site and off-site traffic and utility infrastructure improvements ("**Improvements**") related to the Project in substantial conformance with the requirements of the Specific Plan, and City has agreed to undertake the responsibilities for planning, design, and permitting for the Improvements.

WHEREAS, Section 4 of City Council Resolution No. 2017-88-2896 states that adopting the Initiative in lieu of placing it on an election is exempt from the California Environmental Quality Act ("**CEQA**"), as CEQA only applies to the "discretionary" actions of the City that may have a direct or indirect effect on the environment. Further, the California Supreme Court has held that adopting a land use initiative, as has been done by the City in the form of the Initiative, that has qualified through citizens' petition in lieu of placing it on an election is not a "discretionary" action and is therefore exempt from CEQA (*Tuolumne Jobs & Small Business Alliance v. Superior Court*, 59 Cal. 4th 1029 (2014)). The Parties do not presently anticipate that the Project will require any discretionary approval by the City that would trigger the requirements of CEQA, but acknowledge that in the event there are aspects of the Project that eventually do trigger CEQA, an environmental analysis under CEQA must be conducted in accordance with applicable CEQA laws and regulations.

WHEREAS, City has agreed to hire one or more consultants ("**Consultants**," and individually a "**Consultant**") to assist in processing applications and plans submitted by Developer for the Project, including consultants to assist with the Improvements and the Approvals, which may or may not include an analysis and approval required under CEQA laws and regulations. City will also utilize its own staff to oversee and coordinate the processing of such applications and plans, and will use the City Attorney for review and negotiation of documents related to the Project.

WHEREAS, as of the date of execution of this Agreement, the City has already incurred certain costs and attorney's fees in connection with the Improvements and the Approvals, and such costs and fees are intended to be included as reimbursable costs pursuant to this Agreement.

WHEREAS, the City and Developer desire to enter into this Agreement to provide for Developer to be responsible for all direct and indirect City costs related to the Improvements and the Approvals for the Project, and for Developer to deposit funds with City in advance to reimburse City for such costs, and to establish procedures therefor. In connection herewith, the Parties also intend to terminate the Vulcan Agreement, with City returning to Vulcan the portions of the Vulcan Deposit to which City is not entitled under the terms of the Vulcan Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. Incorporation of Recitals. The Parties hereby incorporate the Recitals as though fully set forth herein.

2. Developer Responsibility for City Costs. Developer shall be responsible for, and shall reimburse City for, all direct and indirect costs, fees and expenses of City related to review and City's undertaking of the planning, design, and permitting for the Improvements, inclusive of any City efforts to facilitate the review and approval of Improvements by other agencies such as Union Pacific Railroad, the Los Angeles Metropolitan Transportation Authority and the California Public Utilities Commission, as may be needed, and the processing of the Approvals which, depending on the nature of the Approvals, may or may not include an analysis and approval required under CEQA laws and regulations (the "**City Costs**"). City Costs include, but are not limited to: (a) City Attorneys' fees, at a rate not to exceed \$350.00 per hour including but not limited to, for drafting, negotiating and reviewing this Agreement, contracts with Consultants, contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the planning, design, and permitting for the Improvements, and for the processing of the Approvals, (b) staff time required for drafting, negotiating and reviewing this Agreement, contracts with Consultants, and contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the planning, design, and permitting for the Improvements, and for the processing of the Approvals; and (c) all costs associated with Sections 2(a) and 2(b) above, including consultant costs and fees; (d) all costs related to studies, reports and design services for the development of any Project-related infrastructure; (e) all costs related to investigations of the Property or the Project; and (f) any other fees and costs deemed necessary by the City in order to process, review, or act upon or complete the Improvements, the Project, and the Approvals. City Costs will not include costs that have been incurred by the City prior to Developer's acquisition of the Site on May 15, 2021. Developer's obligation to deposit and reimburse City Costs are in addition to Developer's duty to indemnify, defend, and hold harmless City, as set forth in Section 8, below.

2.1 Deposit. In furtherance of the foregoing, Developer has or shall, within ten (10) days of the Effective Date, deposit with City an initial sum of \$200,000 against which any City Costs will be drawn down ("**Deposit**"). The Deposit represents City's best estimate of Developer's ultimate financial obligation to City under this Agreement. At no point in time shall the minimum balance of the Deposit fall below \$50,000, and Developer shall make such additional deposit(s) required under Section 2.2, below.

2.2 Additional Deposits by Developer. Developer shall make additional deposits to the City within ten (10) days of City's written request to the Developer up to an additional aggregate amount not exceeding \$200,000. City's written requests for additional deposits shall state what costs have been incurred to date, additional costs anticipated, and how

City intends to apply any needed additional Developer deposits. If deposited sums exceed the costs incurred by City, City shall refund the difference as soon as City determines the amount of such excess.

2.3 City's Right to Cease Work. In the event that Developer does not promptly pay or reimburse the City Costs, including by failing to reimburse amounts incurred or timely pay any additional requested deposits, City may immediately cease all work related to or concerning the Improvements, the Approvals, and/or the Project, and may take such further action as City deems appropriate, including deeming any Developer application(s) abandoned and any development permit issued by City to Developer null and void.

2.4 Interest on Deposit. Any amounts deposited by Developer shall be maintained by City in an interest-bearing account of City's choice, and may be co-mingled with other City funds in such account. Interest accruing upon any such deposits shall inure to and be created for the benefit of City.

2.5 Accounting. City shall keep an accounting of the City Costs and all deposits made by Developer. Upon written request, City shall provide statements of these accounts to Developer, which shall include descriptions of the City Costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section 2. Developer may question or challenge any use of funds set forth in the accounting and may appeal same to the City Council.

2.6 Unexpended Funds. Upon completion of City's assistance in connection with Developer's completion of the Improvements, the granting or issuance of all necessary Project Approvals, the expiration of all applicable appeal periods, and if a legal or administrative challenge is made to the Approvals, then upon the resolution of such challenge, City shall return any then-unexpended portion of the deposit to Developer, without interest, less an amount equal to any unpaid expenses previously incurred by the City.

3. Additional Taxes, Fee, and Charges. Notwithstanding any provision to the contrary, Developer shall pay all normal and customary fees and charges applicable to all permits and Approvals necessary for the Project, and any taxes, fees, and charges hereafter imposed by City, which are standard and uniformly-applied to similar projects in the City.

4. City Release; Expiration. This Agreement shall expire three (3) years after the Effective Date unless Developer has outstanding reimbursement obligations to the City at such time or City reasonably determines that the Project has not been abandoned and/or City will incur additional reimbursable costs after such date, in which event this Agreement will be automatically extended for additional one (1) year terms until Developer has reimbursed all City Costs.

5. Remedies. In the event of a breach by Developer, City may, in addition to any other remedies, seek to recover the City Costs plus reasonable attorneys' fees in enforcing this Agreement. This provision will not be interpreted to curtail any of City's remedies at law or equity

against Developer for any violation of its codes, nor shall it be interpreted as a waiver of any defense of Developer.

6. Conflicts of Interest.

6.1 No Financial Relationship. Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* (the “**1090 Laws**”) and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws.

6.2 Developer’s Representations and Warranties. Developer represents and warrants that it is duly authorized to do business in the State of California. Developer further represents and warrants that, for the 12-month period preceding the Effective Date of this Agreement, it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*).

7. Developer Acknowledgements. Subject to the reimbursement obligations set forth in this Agreement, Developer acknowledges and agrees that, with respect to the work concerning the Improvements, the Approvals, and the Project:

7.1 City has sole discretion to select which of its employees and contractors are assigned to the work.

7.2 City has sole discretion to direct the work and evaluate the performance of the employees and contractors assigned to the work, and City retains the right to terminate or replace at any time any such person.

7.3 City has sole discretion to determine the amount of compensation paid to employees or contractors assigned to the work.

7.4 City, not Developer, shall pay employees and contractors assigned to the work from a City account.

8. Indemnification and Hold Harmless.

8.1 Agreement Not Liability or Debt of City. The Parties acknowledge that there may be challenges to the legality, validity and adequacy of this Agreement, the Improvements, the Approvals for the Project, the Project itself, or other City actions related to the same. If such challenges are successful, such challenges could delay or prevent the performance of this Agreement, the Approvals, or implementation of the Project. City shall have no liability whatsoever for the inability of Developer to complete the Improvements, obtain the Approvals, or implement the Project, as the result of any judicial determination that some or all of the Improvements, Project, the Approvals, or any other City action related to any of the same are invalid or inadequate or not in compliance with law. No official, officer, employee

or agent of the City shall be personally liable hereunder to any extent. The Parties further acknowledge and agree that this Agreement is not a debt of the City. The City shall not in any event be liable hereunder other than to return the unexpended and uncommitted portions of the deposit as provided in Section 2.6 above, and to provide an accounting under Section 2.5 above. The City shall not be obligated to advance any of its own funds for any reason whatsoever.

8.2 Indemnification. Developer agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement, the Improvements, the Approvals, the Project, or any other City action related to any of the foregoing (including, but not limited to, reasonable attorneys' fees and costs) (herein the "**Claims and Liabilities**") whether such Claims and Liabilities arise under planning and zoning laws, the Subdivision Map Act, CEQA, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to Developer of the pendency of a claim or suit, Developer shall make a minimum deposit sufficient to pay all of Developer's indemnification obligations for the following ninety (90) days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. Developer shall make deposits ("**Indemnity Deposit**") required under this section within five (5) days of the City's written request. At no point during the pendency of such claim or suit shall the minimum balance of the Indemnity Deposit fall below One Hundred Thousand Dollars (\$100,000).

If Developer fails to timely pay such funds, the City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion, and City's reasonable decision to settle or abandon a matter, including but not limited to following an adverse judgment or failure to appeal, shall not cause a waiver of the City's indemnification rights. Any decision by the City to settle litigation shall not, without the written consent of Developer, bind Developer. City shall discuss litigation strategy with Developer in good faith, but shall retain absolute discretion to make strategy decisions.

8.3 Exception. The obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

8.4 Period of Indemnification. The obligations for indemnity under Section 8.2 shall begin upon the Effective Date and shall survive termination or expiration of this Agreement.

9. Developer's Rights Concerning Review of Documents. City shall give Developer at least ten (10) days' notice along with copies of any proposed contract with a Consultant and related documents so that Developer shall have the opportunity to provide comments or objections thereto, prior to the City finalizing, filing, or otherwise releasing any of the foregoing. The City shall also provide Developer with draft copies of all other reports and studies funded through this Agreement. Developer may discuss issues with the City or its consultants and may make comments orally or in writing. The City shall also use reasonable efforts to permit Developer's review with respect to agendas and staff reports for all open City Council, Planning Commission and other public body meetings at which the Project or related matters are to be considered, and by providing Developer with draft copies thereof prior to or concurrently with the transmission of such documents to the appropriate body. It is expressly understood that any and all City consultants retained hereunder are under contract solely with the City, and the City is free to disregard the comments of Developer and exercise its independent judgment in making payments to the Consultant or revising or accepting the Consultant's work product, without any liability whatsoever to Developer therefor.

10. No Obligation to Approve Project. The provisions of this Agreement shall in no way obligate the City to grant any Approvals or take any particular action related to an application for any Approvals.

11. Assignment. Developer may not assign this Agreement to any other entity unless agreed to in writing by City and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations. City's consent to assignment shall not be unreasonably withheld.

12. Relationship Between the Parties. The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Nothing herein shall be deemed to make Developer an agent of City.

13. Authority to Enter Agreement. Developer warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

14. Notices. All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Irwindale
 5050 N. Irwindale Avenue
 Irwindale, CA 91706

Attn: Julian Miranda, City Manager

Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, CA 92612
Attn: Adrian Guerra, City Attorney
Email: aguerra@awattorneys.com

To Developer: LIT Reliance II, LP
c/o Clarion Partners
601 S. Figueroa Street, Suite 3600
Los Angeles, CA 90017
Attn: Michael Marrone
Email: Michael.Marrone@ClarionPartners.com

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

15. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

16. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

18. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

19. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or

assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

21. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall be construed so as to effectuate the intent of the Parties.

22. Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

23. Time is of the Essence. Time is of the essence with respect to this Agreement.

24. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

25. Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF IRWINDALE, a California municipal corporation

By: _____
Julian Miranda, City Manager

ATTEST:

By: _____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Adrian Guerra, City Attorney

DEVELOPER:

LIT RELIANCE II, LP, a Delaware limited partnership

By: _____
Name:
Title:

By: _____
Name:
Title:

Two corporate officer signatures required when Developer 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. DEVELOPER'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 DEVELOPER'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.

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(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

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.

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

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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(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

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

SA ITEM 1A1

SEPTEMBER 28, 2022
WEDNESDAY
8:27 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: Councilmember H. Manuel Ortiz; Mayor Pro Tem
Albert F. Ambriz; Mayor Larry G. Burrola

Absent: Councilmembers Mark A. Breceda, Manuel R. Garcia

Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant
City Attorney; Robert Castro, Interim Chief of Police; Theresa
Olivares, Assistant City Manager; Kambiz Borhani, Director of
Finance / City Treasurer; Arsanious Hanna, Director of Engineering /
Building Official; Marilyn Simpson, Community Development Director;
Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public
Services Director; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro
Tem Ambriz, to approve the Consent Calendar. The motion was
unanimously approved; Councilmembers Breceda and Garcia
absent.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Special joint meeting held September 14, 2022
- 2) Regular meeting held September 14, 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 8:28 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA ITEM 1B

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78033	USBANK03	US Bank Trust N.A.	09/22/2022	3,900.00
Report Total (1 checks):				3,900.00

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

HA ITEM 1A2

**SEPTEMBER 28, 2022
WEDNESDAY
8:28 P.M.**

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

ROLL CALL:

Present: Board Member H. Manuel Ortiz, Vice Chair Albert F. Ambriz;
Chair Larry G. Burrola

Absent: Board Members Mark A. Breceda, Manuel R. Garcia

Also present: Julian A. Miranda, Executive Director; Jamie Traxler, Assistant General Counsel; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant Executive Director; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Assistant Authority Secretary

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda asked where applications for the Las Casitas Senior Apartments program could be picked up, and requested that flyers be sent to residents informing them of the status of the 45-year covenants placed on their homes.

DIRECTOR SIMPSON

Director Simpson advised that applications for Las Casitas could be picked up at the Community Development Department.

BOARD CONSENSUS

Board consensus was reached to place an item on the next agenda to discuss the 45-year covenants placed on housing program properties.

CONSENT CALENDAR

MOTION

A motion was made by Vice Chair Ambriz, seconded by Board Member Ortiz, to approve Consent Calendar. The motion was unanimously approved; Board Members Breceda and Garcia absent.

**ITEM NO. 1A
MINUTES**

MINUTES

The following minutes were approved:

- 1) Special joint meeting held September 14, 2022
- 2) Regular meeting held September 14, 2022
- 3) Special joint meeting held September 19, 2022

**ITEM NO. 1B
RELEASE OF
CONSTRUCTION**

**RELEASE OF CONSTRUCTION COVENANTS – 16203-16233
ARROW HIGHWAY**

COVENANTS –
16203-16233
ARROW HIGHWAY

The release of Construction Covenants for the completion of construction and development of the business park development at 16203-16233 Arrow Highway, was approved.

NEW BUSINESS

ITEM NO. 2A
LAS CASITAS RFP –
VERBAL UPDATE

LAS CASITAS RFP – VERBAL UPDATE

DIRECTOR SIMPSON

Director Simpson provided the update, wherein she advised that the Board has previously directed staff to prepare a Request for Proposals ("RFP") for property management and maintenance services at Las Casitas senior apartments. The site is currently being leased to Northridge, which is currently providing said services. The goal of the RFP is to request proposals for these services from companies that are familiar with senior affordable complexes. Additional services to be provided include lease executions, rent collection, property maintenance, vacancy turnaround, and others. The Housing Authority's legal counsel is looking into a few technical details, but staff plans to report on this item at the October 12 meeting.

DENA ZEPEDA

Dena Zepeda thanked Director Simpson for the report and stated that the carpets at the senior apartments are loose.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:36 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: October 12, 2022
 To: Honorable Chair and Members of the Housing Authority Board
 From: Julian A. Miranda, Executive Director
 Issue: Approval of Issuance of Request for Proposals (RFP) for Property Management and Maintenance Services for Las Casitas Affordable Senior Apartment Complex

Executive Director's Recommendation:

That the Irwindale Housing Authority Board authorize the issuance of a request for proposals for property management and maintenance services for Las Casitas affordable senior center apartment complex.

Administrative Action:

Prepared /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

**ELECTRONICALLY
APPROVED**

Approved by:

Julian A. Miranda, Executive Director

**ELECTRONICALLY
APPROVED**

Background and Analysis:

In January 2022, the Irwindale Housing Authority Board directed staff to prepare a Request for Proposal (RFP) for Property Management and Maintenance Services for Las Casitas Affordable Senior Apartment Complex. The two-story, 26-unit apartment complex is located at 5164 Ayon Avenue, Irwindale, CA (Property). The Property is currently owned by the Irwindale Housing Authority and is leased to the Northridge Group. The RFP seeks to solicit proposals from property management companies to provide full service, comprehensive property management and maintenance services necessary to

maintain and preserve the Property. The property management services will include: lease executions, rent collection, property maintenance, vacancy turnaround, tenant recertification, unit inspections, preventative and extraordinary maintenance, record keeping, financial management, safety measures, resident and community relations.

In accordance with the City's Purchasing Policy and Irwindale Municipal Code Section 3.44.090, staff is requesting authorization to solicit formal bids by way of a Request for Proposals for Property Management and Maintenance Services for Las Casitas Affordable Senior Apartment Complex and will return to the Housing Authority with recommendations on the selection of a property manager.

Fiscal Impact:

There is no fiscal impact at this time to the General Fund in issuing this Request for Proposal.

Attachment:

1. Request for Proposals. Property Management and Maintenance Services for Las Casitas Affordable Senior Apartment Complex

Attachment 1



**Irwindale Housing Authority
5050 N. Irwindale Avenue
Irwindale, CA 91706**

REQUEST FOR PROPOSALS (RFP)

**PROPERTY MANAGEMENT AND MAINTENANCE SERVICES FOR LAS CASITAS AFFORDABLE
SENIOR APARTMENT COMPLEX**

Release Date:

Deadline for Submission:

by 5:00 p.m.



I. INTRODUCTION

The Irwindale Housing Authority (IHA) is requesting proposals from property management companies, referred to as the "Proposer", to provide Property Management Services for Las Casitas, a 26 unit affordable senior apartment complex.

It is the IHA's intention to solicit proposals, evaluate the proposals, conduct oral presentations with the Proposers, verify the information presented, and to award a contract to the responsible firm whose proposal is most advantageous to the IHA, with price and other factors considered.

All aspects of the project will be subject to negotiation. Execution of a Regulatory Agreement for Property Management Services will be required as a condition of and award of contract.

II. BACKGROUND

The City was founded in 1860 and incorporated in 1957. Located in the heart of the San Gabriel Valley, and just 20 miles east of Downtown Los Angeles, Irwindale is a small, thriving business community in the midst of one of the world's most productive regions! Approximately 1,500 residents live in approximately 450 single-family housing units in the City. The City's housing units also includes one multi-family 26-unit senior apartment complex and scattered secondary housing units.

Irwindale has enjoyed progressive growth, guided by a unique vision distinguishing it as a city that takes pride in its close-knit, family-oriented community environment. Most of Irwindale's residents are families who have lived here for many years, some of whom founded the City in the early 1900's.

III. PROJECT SETTING AND LOCATION

The IHA is soliciting proposals to find a qualified firm to provide Property Management Services for the Las Casitas Senior Apartment Complex located at 5164 Ayon Avenue, Irwindale, CA 91706 (Property). This two building, two-story complex has twenty-six (26) one-bedroom / one-bath units, including one (1) manager unit and twenty-five (25) affordable units.

Rent Restrictions:

Income Level	Number of Units
Extremely Low	16
Very Low	7
Low	2
Moderate	0
TOTAL	25

The Property is currently owned by the Irwindale Housing Authority and is leased to The Northridge Group (Northridge). The Authority entered into a Lease Agreement with Northridge to develop and manage the Project in May 1995 ("Old Lease"). The Project was developed in two phases – Phase 1 completed in 1996 consisting of 16 units (including the

manager's unit) and Phase 2 completed in 2012 consisting of 10 units. The Property consists of 26 residential units that, with the exception of 1 unrestricted manager's unit, have restricted rents affordable to extremely low, very low, low, and moderate income senior households. The 32,760 square foot Property features landscaping; one elevator; a club house including a TV room, dining table, kitchen, internet, and cable; laundry room, and an outdoor covered patio area with a barbecue.

In March 2011, the Authority executed a new Development and Disposition Agreement ("DDA") with Northridge to clarify the terms of the agreement and ensure that all legal requirements were addressed. The DDA and related documents supersede the Old Lease prepared during Phase 1. The Regulatory Agreement and Declaration of Covenants and Restrictions ("Regulatory Agreement") details the covenants, conditions, and restrictions imposing affordable rent restrictions, rental subsidies, maintenance requirements, and other restrictions during the 55-year affordability period beginning July 1, 2012 and ending on July 1, 2067. The DDA also includes Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program that establishes the application process for interested persons.

IV. SCOPE OF WORK

The Property Management company will be required to provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the Property. The Proposer will be responsible for regularly assessing the conditions of the property, mobilizing quickly to address repairs and other issues requiring immediate attention, and developing and implementing preventive maintenance measures. The selected Property Management Company will be required to enter into an Agreement for Property Management Services with the IHA. The Property Management Services will include, but not be limited to, the following duties and responsibilities:

1. Lease

Lease execution, including explaining the lease and all attachments to applicants awarded a unit based on the Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program (Attachment "___"). Responsible for enforcing compliance with the terms of tenant leases, as well as termination of lease and pursuance of eviction actions, including serving notices to vacate and filing judicial actions, using its own legal counsel and in consultation with the IHA General Counsel's Office.

The Property Manager will facilitate evictions of non-paying tenants and tenants who violate any material terms of the tenant leases, when necessary and pursuant to other Federal, state or local rules or regulations.

2. Rent Collection

Responsible for collection of rents and charges owed by residents. The Property Manager will be responsible for collecting, depositing and disbursing resident security deposits and maintaining related records.

3. Property Maintenance

Responsible for maintaining the Property in a decent, safe and sanitary condition.

The Proposer's responsibilities for Property maintenance include:

- i. Prompt responses to all resident maintenance requests and completing emergency and routine maintenance work in a timely fashion in accordance with the contract performance standards;
- ii. Maintenance of the Property as a whole and all individual units in compliance with applicable state law, IHA standards, and applicable local codes at all times;
- iii. Securing the Property against unauthorized entry, including maintenance of lockable doors and windows and other existing security features and components, such as window bars, security booths and security devices, as well as securing unoccupied units against unauthorized entry and damage;
- iv. Removing trash and rubbish from common areas and vacant units as necessary and removing, within 24 hours, any graffiti observed on the site;
- v. Maintaining and cleaning ground areas, including lawn areas, shrubbery, bushes, trees, fence lines, alley rights-of-ways and sidewalk areas;
- vi. Maintaining 24-hour, 7-day maintenance coverage for the Property, including a contact telephone number for emergency maintenance requests.

4. Vacancy Turnaround

Unit turnover, including cleaning and preparing vacated units for re-leasing and leasing.

The IHA's monthly standard for vacancy turnaround time is 30 days. This includes make ready and lease-up time. The vacancy report must include the following for each vacated unit:

- (i) The date the unit was vacated.
- (ii) The name of the former resident who vacated.
- (iii) The unit number of the vacated unit.
- (v) Reason tenant vacated unit.
- (vi) The date maintenance began to make unit ready for occupancy.
- (vii) The date maintenance completed all necessary repairs for occupancy.
- (viii) The date the unit was re-leased.

5. Recertification

Annual reexamination of income and family composition.

The IHA annual standard for re-certifications as applicable is that each tenant household must be recertified no more than ninety (90) days and no less than thirty (30) days prior to the tenant's lease expiration. Tenants may be contacted by the Property Manager regarding recertification no earlier than 120 days prior to the

tenant household's lease expiration. The Property Manager shall prepare a monthly report which indicates for each tenant whose lease expired during the preceding month, the date the tenant was contacted regarding recertification, and the date recertification was completed.

6. Unit inspections

Expected to perform regular inspections of grounds, building exteriors, building systems, and interior common areas of the Property. The Proposer must also conduct inspections on all units, grounds, building exteriors, building systems and interior common areas at the site, at least annually, to ensure compliance with various programs including applicable state law, local codes and IHA standards and requirements.

7. Supplies

Purchase of all required supplies and services. Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and keeping expenses and income within approved budget amounts.

8. Preventative Maintenance

Perform maintenance and preventive maintenance including: removal of trash and debris; cutting grass and shrubbery; repairing broken gates and fences; graffiti removal; address/repair hazards and liabilities, etc. Take a proactive approach to maintenance and perform all needed preventative maintenance work at the Property.

9. Major Systems Regular and Extraordinary Maintenance

Primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, elevators, fire alarm systems, security systems, automatic doors, roofing, foundations, floors, and interior and exterior walls. The Proposer will also be responsible for performing any other necessary extraordinary maintenance and repair work.

10. Fixed Assets and Building Equipment

The Proposer will be responsible for maintaining a complete and up-to-date inventory list of all fixed assets at the Property, including appliances, fixtures, furniture, building equipment, and maintenance equipment, as well as maintaining current keys to all units and common areas.

11. Property Records

The Proposer will be responsible for maintaining at Las Casitas, a comprehensive and organized system of auditable records of all financial and management operations of the Property in accordance with applicable statutes, regulations and sound business practices. This will include individual files for each resident and unit at the Property; records of vacancies, rent collection, maintenance requests and performed, inspections and resident re-certifications; lease enforcement and

security, including evictions; budget and financial records; and information related to fixed assets and equipment at the Property.

12. Accounting Records

The Proposer will be required to report monthly to the IHA on rents collected, other income received, amounts disbursed from IHA funds. The Proposer will be responsible for managing all site-operating funds. The Proposer must keep operating funds, security deposits and reserves for IHA in separate bank accounts and separate from all other funds.

13. Life Safety

The Proposer will be responsible for monitoring security incidents at the Property, coordinating with the IHA, working with local law enforcement, assessing ongoing site security needs, and performing other site security functions as specified in any existing security plans for the site. The Proposer will also be responsible for promptly pursuing lease enforcement actions against any resident engaging in criminal activity and/or activity that is hazardous to health and safety on or around the Property.

14. Resident and Community Relations

The Proposer will be expected to promote and maintain good relations with residents and their representatives, neighborhood groups and local government officials and to encourage initiatives to promote the social development of the residents. The Proposer will be responsible for communicating to residents the community rules as stated in the approved lease, and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents. The Proposer shall be the primary point of contact for all tenants with regard to any and all tenant related issues.

V. GENERAL EXPECTATIONS

The objective of this Request for Proposals is to invite prospective Property Managers to submit sufficient information regarding their management expertise, their approach to property management, and financial capability.

The Authority intends to select and enter into an agreement to negotiate exclusively with the best-qualified property manager for the project. All aspects of the development program will be subject to negotiation.

Proposer is expected to perform the above scope of work in the following manner.

1. The Proposer must assign at least one Property Manager to perform the services required under this Contract, and at least one Property Manager must be available 24 hours per day/365 days per year in the event an emergency arises;
2. Proposer shall acknowledge and fulfill (or commence) all IHA requests for emergency work as soon as practically possible, but in no event less than 24-hours after notice by IHA (unless otherwise specified by IHA);

3. IHA requests for non-emergency work should be acknowledged within two (2) business hours and fulfilled (or commenced) within two (2) business days;
4. When on IHA property or engaging in business related to the scope of work contained herein, the Proposer, and its employees and Consultants, must represent themselves professionally, be courteous to the Las Casitas tenants and IHA staff. When questioned, Proposer and/or its subconsultants or employees should state for whom they work and the general nature of the work to be performed;
5. The Proposer shall designate a Property Manager as the principal point of contact for day-to-day communications, and notify IHA of the same. If there is a change in the Property Manager, the Proposer must immediately notify IHA of the new Property Manager. If, at any point during the term of the Agreement, the Proposer has not provided IHA with the correct contact information for the Property Manager, IHA shall be authorized to terminate the Contract;
6. The Proposer shall maintain and provide to IHA a list of pre-approved subconsultants, properly licensed to do work in California, for services including: fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing, mechanical, framing and roofing. Prior to releasing any subconsultant to perform work at the Property, the Contract, evidence of insurance (copy of COI), and license information shall be provided to IHA;
7. The Proposer shall communicate in a professional manner with IHA and City of Irwindale staff, as well as other Consultants utilized by IHA and City of Irwindale;
8. The Proposer shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;

VI. TEAM QUALIFICATIONS

IHA is seeking highly qualified firms and therefore, in order to be considered responsive, a firm must meet the following requirements:

1. Possess qualifications enabling the successful completion of the scope of work for the Irwindale Housing Authority.
2. Possess demonstrated experience in the industry/field of property management.
3. Have performed work on projects of this size, type and/or complexity.
4. Have been in business a minimum of five (5) years.
5. Provide all information requested in this RFP, and address the specifics of the evaluation criteria.
6. Must demonstrate an overall combination of skills, prior work experience, business reputation, and success with engaging members of the community.
7. Demonstrate an understanding of the systems in place.

VII. SUBMISSION REQUIREMENTS

A. SUBMIT TO:

**City of Irwindale
COMMUNITY DEVELOPMENT
5050 Irwindale Avenue
Irwindale, California 91706
Attn: Marilyn Simpson, Community Development Director**

B. PROCESS

Issuance of this RFP is intended to produce a short-list of firms or teams best qualified to participate in a selection interview. Only those firms or teams that respond to this RFP and meet or exceed the requirements contained in this RFP will be eligible for consideration.

The procurement may be canceled at any time if, in the opinion of IHA, the project goals will not be achieved by awarding an Agreement or the firms or teams are considered non-responsive. The process may be revised at any time during the solicitation, selection, evaluation and negotiation phases up to final award.

C. QUESTIONS

Questions and requests for clarification regarding this RFP must be directed in writing, via email to the person listed below. The deadline for submitting such questions/clarifications is [REDACTED] by 3:00 pm. IHA will issue an addendum to all recorded holders of the RFP no later than 72 hours prior to the date the response to this solicitation is due. IHA Contact Person: Fernando Lopez, Housing Coordinator, Email: flopez@lrwindaleCA.gov.

D. PROPOSAL FORMAT

Sealed proposals must be received no later than the date and time and at the location specified on the cover of this solicitation. The outside of the envelope shall plainly identify the RFP with the Project title, and the name and address of the Proposer. Proposals received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing may be returned to the Proposer unopened. The cost proposal shall be enclosed in a separate, sealed envelope. Facsimile and electronic copies are not acceptable.

Each Proposer who submits qualifications is required to provide one (1) unbound original hard copy of the proposal and one (1) electronic non-encrypted PDF version on a flash drive. Proposals must be complete and sealed. In order to simplify the proposal evaluation process, proposals shall be submitted on 8 ½ by 11 inch paper and organized in the following format:

(*Important - Please submit your RFP response with topical discussions corresponding to the numbers (excluding the cover letter, #1) in the outline below. Numbered and lettered items will assist staff in evaluating your firm's qualifications.

E. PROPOSAL REQUIREMENTS

1. **Statement of Interest:** Include a cover letter providing a statement of interest including the following:
 - RFP Project Title – Las Casitas Property Management Proposal
 - Names(s) of the person(s) authorized to represent the Proposer in any negotiations;

- Names(s) of the person(s) authorized to sign any Agreement that may result from this solicitation;
- Contact person's name, mailing or street address, phone and fax numbers, and email address.

A representative of the Proposer who is legally authorized to bind the Proposer in contractual matters must sign the Cover Letter.

2. **Organization Chart:** Show the Proposer's business structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in understanding the Proposer's ability to perform the work and/or services described in this RFP. Describe Proposer's internal procedures and/or policies associated or related to work quality and cost control. Describe the resources available to perform the work for the duration of the Agreement. Provide the address of the Proposer's home office and the address of the office that will manage the Property, if different.
3. **Project Team:** Provide a professional resume for the key personnel to be assigned to the project. Proposals must identify a proposed Property Manager who would be responsible for the day-to-day management of project tasks, and would be the primary point of contact with your firm.
 - Address, telephone, fax number, and e-mail address
 - Description of the relationship of developer with other entities which may exist
 - Information on team members' professional registration within the State of California, experience and education
 - Include information on the current workload of each team member
 - Similar information is to be provided for each sub-consultant, if any.
4. **Team Experience:**
 When submitting projects for which an individual firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
 - A listing of all public, permanent supportive and private housing currently managed by **Proposer**, with the name and contract representative of the property owners (who may be contacted as references), the length of the contract, address of the property, form of subsidy (if applicable), type of property (elderly, family, mixed), number of units, and whether the property is a affordable housing project.
 - An actual or prototypical budget and income and expense report for a property managed by the Proposer as evidence of the Proposer's financial reporting systems and expertise in operating matters.
 - Year-end financial statements for the past three completed fiscal years for the Proposer.
5. **Project Understanding:** Through this proposal, IHA will evaluate the Proposer's understanding of the work completed to date, and the role and

commitment to delivering solutions that meet or exceed the minimum technical requirements as defined in the **Scope of Services**.

If applicable, discuss any unique aspects of the Project and/or alternative approaches and/or special considerations IHA might wish to consider.

6. **Proposal Forms:** The following forms found in [REDACTED] ("Submittal Forms") must be completed and submitted with the proposal:
Cost Proposal Submission

7. **Legal Entity:** Describe the legal entity with whom the IHA would contract. Identify the person in charge of negotiations, and key personnel who will be involved in decision making.

8. **Certifications and Affidavits**

Proposers shall submit the following certifications and affidavit as attached in [REDACTED]:

1. A copy of the Proposer's applicable license to operate in the State of California.
2. Insurance certification showing minimum limitation required in the Agreement.

9. **Management Fee**

Proposer shall state its proposed management fee.

10. **References**

The Proposer shall submit five references. Three of the five references should be owners of properties which are currently being managed by the Proposer and one of the five references should be a financial institution doing business with the Proposer.

F. REVIEW AND SELECTION PROCEDURE

Responses to the RFP will be reviewed by a Review Committee including the Housing Authority Executive Director, Assistant City Manager, Community Development Director, and Director of Public Works/Building Official. The Review Committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. Based on the evaluation criteria, the Review Committee will make an award in the best interest of the Agency/Authority.

Following review of the responses, the Review Committee may elect to interview some or all of the respondents, or may otherwise seek clarification or amplification of the material submitted. Upon completion of the review, the committee will make its recommendation to the Authority for the proposed project. Interviews with selected

proposers **may** be held. Notifications of acceptance or rejection by the Authority will be made in writing to all proposers.

Recommendations may include:

- Selection of one or more respondents to submit a formal proposal.
- Selection of one respondent to enter into a Lease/Regulatory Agreement for Property Management Services (Attachment " ").
- Rejection of all proposals.

If formal proposals are solicited, finalists (no more than three) will be asked to provide the following:

1. More detailed graphic presentations of the proposal
2. Preliminary financial analysis of the projects.
3. Proposed economic terms for Authority participation.
4. Any additional proposal information, as requested.

If a firm is selected, they will be required to enter into a definitive agreement (i.e. Lease/Regulatory Agreement for Property Management Services) for the management of the Property.

No.	Criteria	Points
1.	<u>Qualifications, Related Experience, and References</u> : Proposer's demonstrated experience in managing low income senior housing, in particular, working with government entities such as public housing authorities.	30
2.	<u>Proposed Staffing and Project Organization</u> : Capacity to provide timely, professional and courteous service with a focus on residents' needs, regulatory compliance and maximizing portfolio revenue as evidenced by past performance. Proposed staffing (number of employees, titles, organizational structure) to ensure meeting management goals.	25
3.	<u>Work Plan/Technical Approach to the Project</u> : Relevance of Proposer's approach and narrative summary of delivering anticipated services. Specifically, strategies in achieving management goals and performance indicators.	25
4.	<u>Cost</u> : Proposed per unit per month management fee and capacity to manage within the related Pro Forma operating income.	20
	TOTAL	100

VIII. TERMS AND CONDITIONS

A. Rules, Regulations, and Licensing Requirements.

The Proposer must possess all necessary required license(s) to do business in the City of Irwindale and the State of California. In addition, the Proposer shall comply

with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

B. Term of Agreement

The successful Proposer shall enter into an assignment and assumption agreement. The term of the agreements to be awarded shall be for the duration of the existing 55 year covenant.

C. Assignment

The successful Proposer shall not enter into any subcontract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or any or all of its rights, title, or interest therein, or its power to execute such contract, to any person, company or corporation without the prior written consent of the IHA. In the event of a change of control of the successful Proposer, the IHA will have the option to either continue the Agreement in effect or immediately terminate the Property Management Agreement upon written notice of such termination to the successful Proposer.

D. General Requirements of Management Agreement

Proposers will be responsible for the full range of services customary of a property management company. In the performance of these duties, the Proposer must comply with all applicable federal, state, and local laws.

E. Authority Discretion, Non-Liability Waivers

All materials, exhibits, and data presented in this RFP is general in nature and shall not be deemed as representations or inducements to which the Authority is bound. Proposers are advised to conduct independent evaluations of all factual, financial and legal matters upon which their proposal is based. The IHA reserves the right to reject all proposals, waive any irregularities in the proposal, reschedule or re-solicit proposals if deemed to be in its best interest. The Authority shall not be responsible for any real estate commissions or brokerage fees, which may result from this opportunity.

F. General Terms and Conditions

The RFP does not commit the Authority to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The Agency/Authority reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that the proposer hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The proposer must contain within the proposal, a description of those terms and/or conditions to which the proposer does not agree.

G. Award

The firms/entities chosen to provide services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The Agency/Authority reserves the right to award a contract/select a service provider without discussion based upon the initial proposals received, without interviews. The Agency/Authority reserves the right to dismiss any proposal that does not meet the requirements as listed in this RFP and will not necessarily choose the lowest cost bidder who, in the Agency/Authority's estimation, is deemed not adequately qualified for the services requested.

H. INSURANCE

The consultant is required to furnish evidence of insurance coverage including professional liability and workers' compensation. The form of the insurance policy is subject to approval by the Agency/Authority and must be provided by insurers authorized by the California Insurance Commission to transact insurance business in California with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2000 Edition.

The Agency/Authority shall be furnished a copy of the policy AND an endorsement that the "Agency/Authority, its officers, employees, and agents are named as additional insured's" prior to consultant commencing duties under this Agreement. Said policy of liability insurance shall state, "coverage thereunder as applied to Agency/Authority, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by the Agency/Authority." The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide the Agency/Authority with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

I. Workers' Compensation Insurance

Consultant shall maintain workers' compensation insurance as required by the State Labor Code and Employer's Liability Insurance with limits in the amount of one million dollars (\$1,000,000) per incident. The insurers shall agree to waive all rights of subrogation against Agency/Authority and its employees for losses arising from work performed by Consultant for Agency/Authority.

J. Professional Liability Insurance:

Consultant shall cause to be taken out and kept in full force and effect during the term of the Agreement, a policy in form satisfactory to Agency/Authority that shall indemnify Consultant against errors and omissions or malpractice by Consultant. Said policy or policies shall provide professional liability coverage in the amount of one million dollars (\$1,000,000) per claim and a deductible provision of not more than fifty thousand dollars (\$50,000).

K. Business License

A professional services provider shall be required to obtain a City of Irwindale business license.

L. Professional Licensing

The professional services provider, and any subcontractors, shall possess any necessary license(s) relative to the work to be performed as required by an appropriate licensing authority of the State of California, and shall provide evidence of such to the Agency/Authority with their proposal or prior to commencement of the work in such form as the Agency/Authority shall require.

M. Assignment/Subcontracting

The selected professional services provider shall not assign or subcontract services or responsibilities without the prior written consent of the Agency/Authority. The Agency/Authority acknowledges that subcontracting can be in the Agency/Authority's best interest, but reserves the right of final approval.

ATTACHMENTS: