CITY OF IRWINDALE

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

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

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

July 24, 2024

SPECIAL MEETING – 5:30 PM
REGULAR MEETING – 6:30 PM

CLOSED SESSION – CONFERENCE ROOM
OPEN SESSION – CITY COUNCIL CHAMBER

ALBERT F. AMBRIZ - Mayor

LARRY G. BURROLA - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

H. MANUEL ORTIZ - Councilmember

Via Zoom Webinar: https://us02web.zoom.us/j/87104592389
In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.
Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

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

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

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

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

Compensation for Board Members: Compensation for the members of the Irwindale City Council is $750.16 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the regular meetings of the Successor Agency to the Irwindale Community Redevelopment Agency. Councilmembers will receive additional compensation of $50/meeting, not to exceed $150 per month, for the convening the regular meetings of the Irwindale Housing Authority and an additional compensation of $300/meeting for convening the regular meetings of the Irwindale Reclamation Authority.

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

1. CALL TO ORDER

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

3. AB 2449 DISCLOSURES

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

4. SPONTANEOUS COMMUNICATIONS

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

5. CONSENT CALENDAR

A. Reject the Bid Protest Received from National Pools Inc. for Irwindale Aquatic Center – Main Swimming Pool Renovation Project; P-1062
Department: Engineering

Recommendation: That the City Council reject the bid protest received from National Pools Inc. for the Irwindale Aquatics Center – Main Swimming Pool Renovation Project; P1062.

6. RECESS TO CLOSED SESSION

A. Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Mary Hull, Human Resources Manager

Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented Employees

B. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

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

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

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency negotiator: Fernando Lopez, Housing Coordinator
Negotiating parties: Rudolfo A. Dominguez Trustee

Under negotiation: Price and terms of payment

Property: 14905 Los Angeles Street, Irwindale CA
Agency Negotiator: Julian Miranda, Executive Director
Negotiating Parties: Marianna Diaz
Under Negotiation: Price and terms of payment

D. ***Conference with Legal Counsel – Anticipated Litigation***
Significant Exposure to Litigation
Pursuant to Government Code Section 54956.9 (d)(2), (e)(1)

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

Agenda amended on Tuesday, July 23, 2024 @ 5:28 p.m. to add Items 5A, 6C & 6D

7. RECONVENE IN OPEN SESSION

8. REPORT FROM CLOSED SESSION

9. ADJOURNMENT

REGULAR MEETING

10. CALL TO ORDER

11. PLEDGE OF ALLEGIANCE

12. INVOCATION

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

14. AB 2449 DISCLOSURES
Remote participation by a member of the legislative body for just cause or emergency circumstances

15. CHANGES TO THE AGENDA

16. COUNCIL MEMBER TRAVEL REPORTS

17. COUNCILMEMBER COMMENTS

18. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

19. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Irwindale Chamber of Commerce Businesses of the Month:

May 2024 - Royal Coaches
June 2024 - Dave's Auto & Truck Dismantling
July 2024 - Martin Marietta

B. Irwindale Chamber of Commerce Quarterly Update

20. CONSENT CALENDAR

A. Minutes of the Meeting Held June 26, 2024 (Joint Minutes of the Special and Regular Council Meeting and the Regular Successor Agency and Housing Authority Meeting)
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation:

C. City of Irwindale Security Camera and Remote Monitoring System Policy and Procedures
Department: Administration

Recommendation: That the City Council approve the City of Irwindale Security Camera and Remote Monitoring System Policy and Procedures.

D. Claim Rejection - Silvia Sheehan v. City of Irwindale
Department: City Clerk

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

E. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2024. (Joint item for all agencies)
Department: Finance

Recommendation: That the City Council, Successor Agency Board, Housing Authority and Reclamation Authority Boards receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2024.

F. Award of Contract for Construction of the Aquatic Center Swimming Pool Renovation Project; P-1062
Department: Engineering

Recommendation: That the City Council (1) authorize the City Manager to enter into an agreement with Blue Star Pools, Inc. in the amount of $611,886.69 for the Aquatic Center Swimming Pool Renovation Project; (2) approve a 10% construction contingency on the City of Irwindale's portion of the project in the amount of $61,188.67 to cover any unforeseeable conditions that may arise during construction

G. Receive and Appropriate grant funds from the United States Department of Justice, Bureau of Justice Assistance, Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program
Department: Police

Recommendation: **Adopt Resolution No. 2024-60-3537** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL GRANT FUNDS FOR USE BY THE POLICE DEPARTMENT AND APPROPRIATING A MATCH OF FUNDS"

H. Award of Contract for Purchase of Body-Worn and In-Car Camera Systems and Related Services
Department: Police

Recommendation: That the City Council approve and authorize the City Manager to enter into a five-year agreement with LensLock for the purchase of body-worn and in-car cameras, related equipment and services.

21. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience speak on items not on this agenda that are within the City Council's subject matter jurisdiction. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot participate (except as stated), it is requested that all such communications be made in writing to be included on the next agenda for full discussion and action

All members of the public are asked to observe the City's Rules of Procedure and Public Meeting Decorum. The City's Rules of Procedure and Public Meeting Decorum can be found on the City's website, and Chapter 2.40 of the Irwindale Municipal Code. You may also contact the City Clerk's Office for copies.

Each speaker will be limited to 3 minutes unless such time limits are extended. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject for all speakers. Organized groups of persons wishing to address the Council on the same subject should select a spokesperson to represent the group, so as to avoid unnecessary repetition. In no event shall the total amount of speaking time for exceed 6 minutes per person for the subject under discussion.

The Council may regulate a speaker who is speaking too long or out of order, being unduly repetitious, discussing irrelevancies, or extending to items not within its subject matter jurisdiction. Please be

reminded that discrimination, abusive use of profanity, unruly disruption, and violent or physically threatening conduct is discouraged. Members of the public shall not disrupt the orderly conduct of the meeting. The Presiding Officer will request that a person cease any disruptive conduct, and if not immediately stopped, will direct the person to be removed from the meeting.

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

22. NEW BUSINESS

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

A. Consideration of Appointment of ICF Boardmembers
Department: City Clerk

Recommendation: That the City Council **adopt Resolution No. 2024-50-3527** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO RESIDENT REPRESENTATIVE MEMBERS AND ONE CITY COUNCIL REPRESENTATIVE TO THE IRWINDALE COMMUNITY FOUNDATION FOR TERMS EXPIRING JUNE 30, 2026" and **adopt Resolution No. 2024-51-3528** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR ONE YEAR TERMS ENDING JUNE 30, 2025".

B. Amend Fiscal Year 2024-2025 Adopted Budget to Appropriate $1,500,000 to transfer to California Employers' Retiree Benefit Trust for Other Post-Employment Benefits Unfunded Accrued Liability
Department: Finance

Recommendation: **Adopt Resolution No. 2024-55-3532** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET TO APPROPRIATE $1,500,000 AND TRANSFERRING IT TO CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST (CERBT) FUND HELD WITH CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) FOR OTHER POST-EMPLOYMENT BENEFITS (OPEB) UNFUNDED ACCRUED LIABILITY (UAL) CONTRIBUTIONS."

C. Receive Update on City of Irwindale Public Library Improvement Project (Project) and Provide Direction to Staff to Proceed with Finalizing the Plans and Specifications for the Project
Department: Library

Recommendation: That the City Council receive staff's update on the City of Irwindale Public Library Improvement Project (Project) and direct staff to proceed with finalizing the plans and specifications for the Project

D. Amend Fiscal Year 2024-2025 Adopted Budget to Appropriate $1,500,000 to transfer to City of Irwindale Public Library Improvement Project
Department: Administration

Recommendation: Adopt Resolution No. 2024-58-3535 entitled**: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET TO APPROPRIATE $1,500,000 AND TRANSFERRING IT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT."**

E. Adoption of a Field Trip Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Senior Center
Department: Public Services

Recommendation: That the City Council adopt Resolution No. 2024-56-3533, entitled, **"A Resolution of the City Council of the City of Irwindale Adopting a Field Trip Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and the Irwindale Senior Center."**

F. Proposed Safety and Environmental Justice Programs for the Housing & General Plan Update
Department: Community Development

Recommendation: Discuss potential programs for the Safety Element and Environmental Justice Elements and provide direction to staff and consultant on the proposed programs.

G. Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release and Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement
Department: Engineering

Recommendation:
That the City Council/Reclamation Authority approve the following:

1. Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release; and
2. Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement

23. PUBLIC HEARINGS

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

24. CITY MANAGER'S REPORT

25. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

At this time, the City Council will deliberate and discuss whether these items should be placed on a future agenda. In order for any listed item to be placed on a future agenda for substantive discussion or action, the City Council must act by formal motion to direct the City Manager to place the item on a future agenda.

A. City Parkways - Requested by Mayor Pro Tem Burrola
Department: Public Services

Recommendation: Discuss

B. Rezoning 10-Acre Site - Requested by Mayor Ambriz & Mayor Pro Tem Burrola
Department: Community Development

Recommendation: Discuss

C. United Rock Products' Olive Pit (effects of water to operations) - Requested by Mayor Pro Tem Burrola
Department: Engineering

Recommendation: Discuss

D. Illegal Fireworks - Requested by Councilmember Ortiz
Department: Police

Recommendation: Discuss

26. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

27. AB 2449 DISCLOSURES

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

28. CONSENT CALENDAR

A. Minutes of the Meeting Held June 26, 2024 (Joint Minutes of the Special and Regular Council Meeting and the Regular Successor Agency and Housing Authority Meeting)
Department: City Clerk

Recommendation: Approve

B. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2024. (Joint item for all agencies)
Department: Finance

Recommendation: That the City Council, Successor Agency Board, Housing Authority and Reclamation Authority Boards receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2024.

29. 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.

30. NEW BUSINESS

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

31. PUBLIC HEARINGS

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

32. ADJOURN

HOUSING AUTHORITY

33. AB 2449 DISCLOSURES

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

34. CONSENT CALENDAR

A. Minutes of the Meeting Held June 26, 2024 (Joint Minutes of the Special and Regular Council Meeting and the Regular Successor Agency and Housing Authority Meeting)
Department: City Clerk

Recommendation: Approve

B. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2024. (Joint item for all agencies)
Department: Finance

Recommendation: That the City Council, Successor Agency Board, Housing Authority and Reclamation Authority Boards receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2024.

35. 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.

36. NEW BUSINESS

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

A. Presentation on Policy Change Regarding the Regulatory Agreement for the Substantial Home Rehabilitation Loan & First Time Homebuyer Programs
Department: Administration

Recommendation: Receive presentation and provide direction to staff.

37. PUBLIC HEARINGS

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

38. ADJOURN

RECLAMATION AUTHORITY

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

39. AB 2449 DISCLOSURES

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

40. CONSENT CALENDAR

A. Minutes - None for Approval
Department: City Clerk

Recommendation: Approve

B. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2024.
Department: Finance

Recommendation: That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2024.

C. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2024. (Joint item for all agencies)
Department: Finance

Recommendation: That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2024.

41. SPONTANEOUS COMMUNICATIONS

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

42. NEW BUSINESS

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

A. Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release and Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement
Department: Engineering

Recommendation: That the City Council/Reclamation Authority approve the following:

Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release; and
Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement

43. PUBLIC HEARINGS

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

44. 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, Housing Authority, and Reclamation Authority, to be held on July 24, 2024, be posted at the City Hall, Library, and Post Office on **July 19, 2024**.

Laura M. Nieto

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #5.A.

City of IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Reject the Bid Protest Received from National Pools Inc. for Irwindale Aquatic Center – Main Swimming Pool Renovation Project; P-1062

City Manager's Recommendation:

That the City Council reject the bid protest received from National Pools Inc. for the Irwindale Aquatics Center – Main Swimming Pool Renovation Project; P1062.

Administrative Action:

Prepared/Submitted by:

Eddie Chan, Director of Engineering / Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On June 24 and July 1, 2024, a Notice Inviting Bids for the Irwindale Aquatics Center – Main Swimming Pool Renovation Project (P-1062) ("Project") project was advertised in the San Gabriel Valley Tribune.

The final submission date for bids on PlanetBids was July 16, 2024 at 10:30 am. The City received (5) bids with the following results:

	Contractor	Bid Amount
1	Blue Star Pools, Inc.	$ 611,886.69
2	National Pools, Inc.	$ 914,980.00
3	Condor, Inc.	$ 993,000.00
4	California Waters, Inc.	$ 1,052,206.00
5	California Commercial Pools, Inc.	$ 1,132,000.00

On July 19, 2024, the City noticed its intent to award the contract to Blue Star Pools, Inc. On July 22, 2024, National Pools, Inc., the second lowest bidder, submitted a bid protest letter requesting the City to determine Blue Star Pools, the lowest bidder, as a non-responsible bidder for submitting a bid that is significantly lower than current market value prices, 30% lower than the National pools, Inc., and claiming that this disparity indicates a lack of healthy competition and promotes low bidding practices that negatively impact the construction industry. A copy of the bid protest letter is included as *Attachment 1.*

The City's procurement process for public works contracts is governed by the Public Contract Code (Irwindale Municipal Code § 3.44.110), which requires the City to contract with the lowest responsible bidder on all public projects. (Public Contract Code § 20162.)

"Responsible bidder" means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract. (Public Contract Code § 1103).

Upon review of the submitted bids, Staff has determined that the lowest responsible bidder possesses a valid California contractor's license, holds a valid Department of Industrial Relations (DIR) registration, is not barred from bidding on public works contracts, and has good references. Furthermore, a detailed review of the lowest responsible bid revealed that some individual bid items were higher and some were lower compared to the other bidders, which is an indication of no abnormality in the bid and indicates consistency with current market prices. All of this indicates that Blue Star Pools, Inc. has demonstrated that it is the lowest responsible bidder.

In response to a bid protest, the City Council may:

- "Reject" the protest and accept the protested low bid.
- "Accept" the protest, reject the protested bid, and accept the next lowest responsible bid.
- Reject all bids and rebid the project

Staff evaluated the bid protest and have determined that while the bid protest sets forth general policy concerns in competitive bidding practices, it was insufficiently specific and failed to identify an adequate basis upon which the City could reject the lowest responsible bid. Staff therefore and

recommends that the bid protest be rejected. A copy of the City's response letter to the bid protest is included as *Attachment 2 and Bid Summary/Tabulation is included as Attachment 3.*

Staff have notified both Blue Star Pools, Inc., and National Pools, Inc., of Staff's recommended action and informed them of their opportunity to be heard by the City Council on the issue.

Fiscal Impact:

There is no fiscal impact associated with the rejection of the bid protest. The fiscal impact to award the Project will be considered separately by the City Council on July 24, 2024, when the City Council considers awarding the Project.

Attachments:

1. National Pools, Inc. Protest Letter
2. Response Letter to National Pools, Inc Protest Letter
3. Bid Summary /Tabulation

LETTER OF PROTEST

PROJECT NAME: IRWINDALE AQUATIC CENTER - MAIN SWIMMING POOL

PROJECT ADDRESS: 5050 Irwindale Ave. Irwindale, CA 91706

CONTRACTOR: National Pools Inc dba NPI Concrete

DATE OF SUBMITTAL: 7/22/2024

Attention: District's Procurement and Contract Administrator and City Manager

CC: Eddie Chan

After thoroughly reviewing the specifications and requirements outlined in the City of Irwindale's Request for Bids (RFB), NPI has decided to submit a bid protest for the following reasons:

- The apparent lowest bidder is not a responsible bidder. Their estimate is significantly lower than current market value prices, with a discrepancy exceeding 30% compared to the second lowest bidder. This disparity indicates a lack of healthy competition and promotes low bidding practices that negatively impact the construction industry.

Cynthia Zarate is an officer of NPI representing all interests and is the authorized point of contact for this submission.

Signed: _____ Date: 7/22/2024

Signature

Cynthia Zarate-President

Name & Title

FIRM NAME: National Pools Inc dba NPI Concrete TELEPHONE: (818) 367-9340

ADDRESS: 15439 Monte St Sylmar, CA 91342

IRWINDALE
PUBLIC WORKS ENGINEERING DEPARTMENT
Building & Safety, Engineering, & Mining

July 23, 2024 Via Certified Mail/Via Email: cynthia@nationalpoolsconstruction.com

Cynthia Zarate, President
15439 Monte Street,
Sylmar, CA 91342

SUBJECT: **Irwindale Aquatic Center Swimming Pool Renovation Project**
Project No. 1062
Bid Protest Letter dated July 22, 2024

Dear Cynthia Zarate,

The City of Irwindale has reviewed your Bid Protest Letter dated July 22, 2024, for the Irwindale Aquatic Center Swimming Pool Renovation Project, Project No. 1062, (the "Project"). The City Attorney and I have reviewed your bid protest letter to determine its applicability to the City's determination of the lowest, responsive bidder. This letter provides our official response to National Pools, Inc's bid protest, and identifies the findings for our recommendation to the City Council to dismiss the bid protest in its determination of award of a construction contract. The findings outlined herein this letter correspond to the arguments made in your letter, as follows:

Argument: *The apparent lowest bidder is not a responsible bidder. Their estimate is significantly lower than current market value prices, with a discrepancy exceeding 30% compared to the second lowest bidder. This disparity indicates a lack of healthy competition and promotes low bidding practices that negatively impact the construction industry.*

Finding: The City reviewed the bid proposals and found Blue Star Pools, Inc. to be the lowest responsible bidder with a valid California contractor's license, holds a valid Department of Industrial Relations (DIR) registration, is not barred from bidding on public works contracts, and has good references. Furthermore, a detail review of Blue Star Pools' Bid revealed that some bid items were higher and some were lower compared to the other bidders, which is an indication of no abnormality in the bid. On this basis, staff recommends that the Bid received from Blue Star Pools, Inc., be accepted as the lowest responsive bid.

Staff will be recommending to the City Council that the Bid received from Blue Star Pools, Inc., be accepted as the lowest responsive bid, at its July 24, 2024, meeting. A copy of the National Pools Inc's bid protest letter, and this letter responding to the bid protest, will be included with the staff report presented to the City Council. You are welcome to attend the City Council meeting to present your case to the City Council to dispute our findings. The meeting will take place at 5:30 pm at the Irwindale Council Chambers, 5050 N Irwindale Avenue, Irwindale, CA 91706.

If you have any questions or comments, please feel free to contact me at (626) 430-2215 or echan@irwindaleca.gov.

Sincerely,

Eddie Chan, P.E., T.E.
Director of Engineering & Building Official

cc: *Adrain R. Guerra, City Attorney*
Julian A. Miranda, City Manager
file

City of Irwindale

Bid Results for Project Irwindale Aquatic Center - Main Swimming Pool Renovation Project (P-1062)

Issued on 06/19/2024

Bid Due on July 16, 2024 10:30 AM (PDT)

Item No.	Description	Unit of Measure	Quantity	Blue Star Pools	NATIONAL POOLS DBA NPI CONCRETE	Condor, Inc.	California Waters	California Commercial Pools, Inc
1	Pre-construction Permitting Process and Approvals from Various Agencies (Building & Safety, LA County Health Department & etc.)	LS	1	$7,683.22	$32,710.00	$61,000.00	$18,281.00	$20,000.00
2	Mobilization	LS	1	$23,551.87	$15,000.00	$99,000.00	$92,513.00	$30,000.00
3	Demolition, Removal, Disposal & Site Preparation of Pool Plaster and Deck Replacement	LS	1	$77,042.88	$170,000.00	$230,000.00	$182,543.00	$221,000.00
4	Main Pool Replastering, Tile Replacement and Includes All Necessary Items to Fully Replaster the Swimming Pool	LS	1	$155,464.38	$291,330.00	$182,000.00	$290,735.00	$398,000.00
5	Main Pool Deck Replacement	LS	1	$137,852.00	$58,440.00	$260,000.00	$240,098.00	$332,000.00
6	Main Pool ADA Compliant Accessibility Modification	LS	1	$4,995.12	$60,000.00	$20,000.00	$4,187.00	$5,000.00
7	Main Pool Safety Markers Replacement	LS	1	$14,985.54	$19,200.00	$9,000.00	$9,233.00	$7,000.00
8	Main Pool Drain Covers Replacement	LS	1	$11,488.50	$4,500.00	$5,000.00	$2,560.00	$2,000.00
9	Main Pool Gutter Waterproofing/Replastering	LS	1	$30,569.40	$9,000.00	$10,000.00	$17,887.00	$9,000.00
10	Surge Tank Waterproofing/Replastering	LS	1	$18,381.60	$80,000.00	$6,000.00	$6,242.00	$10,000.00
11	Remove and Replace All Existing Pool Underwater Light Fixtures with Underwater LED Light Fixtures	LS	1	$35,964.32	$40,000.00	$18,000.00	$28,132.00	$30,000.00
12	Springboard/Diving Boards & Tower Refinishing	LS	1	$50,949.23	$30,000.00	$38,000.00	$112,338.00	$30,000.00
13	Furnish and Install ADA Compliant Pool Lift with 450 LB Lifting Capacity	EA	1	$25,974.68	$17,800.00	$10,000.00	$7,812.00	$8,000.00
14	Structural Engineer & Civil Engineer Design Necessary to Construct the Project. (Deck Replacement and ADA Compliance Accessibility Modification)	LS	1	$4,995.84	$65,000.00	$25,000.00	$16,613.00	$5,000.00
15	Swimming Pool Start-Up Process 30 Calendar days	LS	1	$11,988.11	$22,000.00	$20,000.00	$23,032.00	$25,000.00
			Subtotal	**$611,886.69**	**$914,980.00**	**$993,000.00**	**$1,052,206.00**	**$1,132,000.00**
			Total	**$611,886.69**	**$914,980.00**	**$993,000.00**	**$1,052,206.00**	**$1,132,000.00**

Irwindale Chamber of Commerce

QUARTER 4 REPORT
APRIL - JUNE 2024

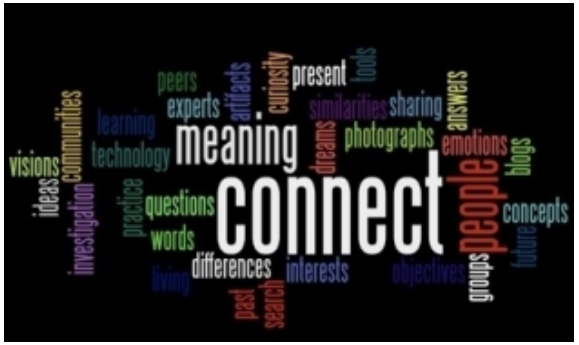
It is the mission of the Irwindale Chamber of Commerce to build solid relationships and provide quality services which support chamber members and businesses, to drive the economic vitality of the community.

CORE VALUES

We are **Strong Communicators**
We are **Innovators**
We are **Connectors**
We are **Promoters of Growth**
We are **FUN!**









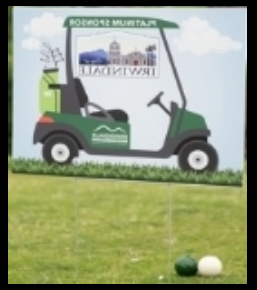


Our goal is to become an outward facing organization focusing on the competitive assets of the City of Irwindale. We are confident that this approach will elevate our chamber's role as the principal convener of Irwindale business and community, as we all work toward the common goal of advancing the economic vitality of the region.

PROMOTING BUSINESS NETWORKING THROUGH SPORTS & ENTERTAINMENT

43RD ANNUAL GOLF TOURNAMENT

















Statistics

Presenting sponsor: Yellow Iron
Date: Monday, May 13
Location: Glendora Country Club
Time: ALL DAY!
Purpose: REST-RELAXATION-NETWORKING
Expense: $30,000
Revenue: $64,000
Profit: $34,000 (new high)
Attendance: SOLD OUT!
Highlights:

- All you can eat sushi/sashimi stand,
- All-you-can-eat gourmet dessert bar,
- Magic Castle auction tickets,
- Helicopter show/ball drop,
- Live jazz band

ADVOCACY: PROMOTING LEGISLATIVE AWARENESS AND INFLUENCE

LEGISLATIVE LUNCHEON













Statistics

Presenting sponsor: Citrus Valley Association of Realtors
Date: Friday, June 14, 2024
Location: Via Verde Country Club, San Dimas
Time: 11:30 am – 1:30 pm
Purpose: Legislative awareness and influence
Expense: $5,500
Revenue: $13,500
Profit: $8,000
Attendance: 70

PROMOTING ECONOMIC DEVELOPMENT & LOCAL EMPLOYMENT

Job Fair

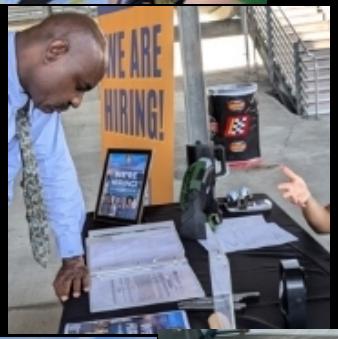






















Statistics

Presenting sponsor: IDS
Date: Tuesday, June 25, 2024
Location: The Irwindale Speedway
Time: 11 am – 2:30 pm
Purpose: Employment
Expense: $4,000
Revenue: $19,800
Profit: $15,800 (new high)
Attendance: ~400
Highlights:

- Free donated food and drinks ,
- 25% law enforcement present,
- 25% non-profit promotion,
- Live jazz band

PROMOTING EXCELLENCE

BUSINESS OF THE MONTH

April: City of Hope

May: Royal Coaches

June: Dave's Auto & Truck Dismantling







PROMOTING THE LOCAL ECONOMY

5 new chamber members:





Dream Style / Reborn

Glendora Country Club



Hilton Garden-Inn Pasadena



2 Men and A Truck

TWO MEN AND A TRUCK
"Movers Who Care."

Express Employment Professionals

UPCOMING EVENTS in Q1/FY24-25

Bi-monthly E-Newsletter

July 15

Multi-Chamber Networking Breakfast

July 26

Small Business Series Workshop

Aug 22

Joint chamber breakfast mixer

***Sept* 17**

Legislative luncheon

Sept 27

Thank You to our 2024 Cornerstone Club!

Platinum Level

City of IRWINDALE

Bronze Level

Groupe Bonduelle Fresh Americas

City of Hope

Foothill Transit

Rexford Industrial

rize

Rogers & Associates

Yellow Iron Real Estate

Silver Level

Payroll Vault

United Rock Products

Gold Level

Athens Services

IDS Real Estate Group

KEARNY Real Estate Company

Martin Marietta

Southern California Edison

Vulcan Materials Company Western Division

Corporate Level

California Custom Fruits & Flavors

Irwindale Brew Yard

SoCalGas

Executive Level

Absolute International Security

PRO Printing, Inc.

For over 40 years the Irwindale Chamber has been and continues to be a strong ally and partner for the City of Irwindale.



Irwindale Chamber of Commerce
5155 Irwindale Ave.
P.O. Box 2307 Irwindale, CA 91706
(626) 960 6606 www.irwindalechamber.org


Lily Phan
President & CEO


Ashley Bendanillo
Communications Coordinator/Staff Assistant

IRWINDALE
CHAMBER OF COMMERCE
LEADING THE WAY FOR OTHERS

Thank you City of Irwindale for your sponsorship and support!

City of
IRWINDALE

IRWINDALE CITY COUNCIL CHAMBERS **Wednesday, June 26, 2024**
5050 N. IRWINDALE AVENUE **6:30 PM**
IRWINDALE, CALIFORNIA 91706

The Irwindale **City Council** met in Regular Session at the above time and place

SPECIAL MEETING

CALL TO ORDER

The meeting was called to order at 5:32 p.m.

ROLL CALL:

Present:	Councilmembers Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem; Larry G. Burrola; Mayor Albert F. Ambriz
Also Present:	Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES

There were no AB 2449 disclosures.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

RECESS TO CLOSED SESSION

At 5:36 p.m., the City Council recessed to Closed Session to discuss the following:

ITEM NO. 5.A Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Kambiz Borhani, Finance Director; Mary Hull, Human Resources Manager

Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented Employees

Agency Designated Representative: Julian A. Miranda, City Manager
Unrepresented Employee: Adrian Guerra, City Attorney

Action for Employee Organizations Item: Update provided, no direction provided; no action taken.

Action for City Attorney Item: Information provided, direction provided to staff; no reportable action.

ITEM NO. 5.B Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

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

Action: Information provided regarding litigation, direction provided to the City Manager; no reportable action taken (Councilmember Breceda did not participate due to a potential conflict of interest).

ITEM NO. 5.C Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One

Agenda amended on Tuesday, June 25, 2024 @ 4:55 p.m. to add Item C

Action: Straws were drawn to determine who amongst Councilmembers Breceda, Ortiz, and Mayor Pro Tem Burrola could participate in the discussion. It was decided that Mayor Pro Tem Burola could participate; Councilmembers Breceda and Ortiz did not participate. Information provided to the City Council, direction provided to staff; no reportable action.

RECONVENE IN OPEN SESSION
The City Council reconvened in Open Session at 6:48 p.m. with all members present.

REPORT FROM CLOSED SESSION
City Attorney Guerra reported the results of the Closed Session discussions.

ADJOURNMENT
There being no further items to discuss, the special meeting was adjourned at 6:52 p.m.

REGULAR MEETING

CALL TO ORDER
The regular meeting was called to order at 6:52 p.m.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was conducted.

INVOCATION
The invocation was conducted.

ROLL CALL:

Present:	Councilmembers Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem; Larry G. Burrola; Mayor Albert F. Ambriz
Also Present:	Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Christopher Hofford, Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES
There were no AB 2449 disclosures.

CHANGES TO THE AGENDA

City Manager Miranda noted that an update to Item No. 19I was provided to the Council at the dais. He also advised that Item Nos. 19J and 24B will be pulled from the agenda and would not be discussed.

COUNCIL MEMBER TRAVEL REPORTS

Mayor Pro Tem Burrola and Councilmember Ortiz reported on their attendance at the National Association of Latino Elected Officials ("NALEO") conference.

COUNCILMEMBER COMMENTS

Mayor Ambriz thanked all those that attended last week's State of the City event, particularly Assistant to the City Manager Espino, who organized the event.

Mayor Pro Tem Burrola thanked the Recreation Department for arranging the recent fishing trip and requested holding another fishing trip.

Councilmember Breceda agreed that the residents really enjoyed the fishing trip.

INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 18.A Oath of Office to Commissioner Casey J. Miranda

The Oath of Office was administered to Planning Commissioner Casey J. Miranda.

ITEM NO. 18.B Proclamation - Parks Make Life Better Month

The proclamation was made.

CONSENT CALENDAR

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar, reading ordinances by title only and waiving further reading thereof, with Councilmembers Breceda and Garcia abstaining on Item No. 19L, and Item 19J having been removed from the agenda by City Manager Miranda. The motion was unanimously approved.

ITEM NO. 19.A Joint Minutes of the City Council, Housing Authority, and Reclamation Authority meeting held May 29, 2024

Approved

ITEM NO. 19.B Warrants / Demands / Payroll

Approved

ITEM NO. 19.C Accepting and approving the FY 2024-2025 operating budget, reallocation of previously donated funds, and carryforward of previous year's budget of the Irwindale Community Foundation

Approved

ITEM NO. 19.D Fee Waiver for Use of the Dan Diaz Recreation Center for the 4-Day Vote Center - November 5, 2024

Approved

ITEM NO. 19.E 2nd Reading - Ordinance No. 778

Approved

ITEM NO. 19.F Approval of Contract Agreement between Los Angeles County Department of Animal Care and Control and City of Irwindale for Animal Care & Control Services

Approved

ITEM NO. 19.G Approve the First Amendment to the Contract Services Agreement for the Senior Center Nutrition Program

Approved

ITEM NO. 19.H Award of Contract for Janitorial Services for City of Irwindale Facilities

Approved

ITEM NO. 19.I Approve the Purchase of an ADA Van

Approved

ITEM NO. 19.J Amendment No. 1 to Reimbursement Agreement with LIT Reliance II, LP (Clarion & Trammel Crow)

This item was removed from the agenda.

ITEM NO. 19.K Award Willdan Financial Services Contract for Formation of Community Facilities District

Approved

ITEM NO. 19.L Acceptance of the Dan Diaz Recreation Center Reroofing Project; P-1063

Approved; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 19.M Request to Approve a Funding Memorandum of Agreement Between the Cities of Azusa, Duarte, and Irwindale, and the San Gabriel Valley Council of Governments

Approved.

SPONTANEOUS COMMUNICATIONS

Robert Diaz asked whether an action driven by a voter initiative could be changed by the Council, to which City Attorney Guerra stated that he would speak to Mr. Diaz separately.

Fred Barbosa thanked the City for the Mayor's State of the City Address and the wonderful food served during the event. He also commended Trammell Crow for the contributions they've made related to their billboards.

Ruth Quejia, speaking on behalf of the Aguayo family, spoke on the difficulties the family has experienced in its attempts to sell their house, to which City Manager Miranda advised that staff is working on the matter and that additional information will be provided to the Council at its July 10 meeting.

Ruth Quejia spoke on her interpretation of the City's housing program documents.

John Scarff with the Brad Korb Real Estate Group spoke in favor of expediting the sale of the Aguayo house.

NEW BUSINESS

ITEM NO. 21.A Consideration of Appointment of ICF Boardmembers

City Manager Miranda requested that the Council consider extending the application period for an additional two weeks, with the item to be returned for Council consideration at its meeting of July 24.

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the extension of the application period as requested by City Manager Miranda. The motion was unanimously approved.

ITEM NO. 21.B Review of Second Comment Letter from the California Department of Housing & Community Development (HCD) Regarding the City's Draft Housing Element and Direction for Response

Director Simpson presented the report and introduced Matt Koda, with the City's consulting firm, BAE, who discussed the summary characteristics of the housing sites.

City Attorney Guerra noted that this item would involve deciding on two matters: the City's housing policy and a discussion relating to Allen Drive. He recommended that Councilmember Breceda recuse himself once the discussion on Allen Drive begins.

In response to a question by Councilmember Ortiz, Director Simpson advised that HCD has recommended that the city reduce its residency preference requirement from 15 years to three years.

Suzanne Gomez stated her understanding that HCD is merely a recommending body and stated that other cities have challenged HCD recommendations. She suggested that the Council indicate to the HCD that the City is reluctant to modify the policies that have historically governed City programs.

Responding to a question by Councilmember Breceda, City Attorney Guerra stated that, should the Council decide against implementing HCD's recommendation and retain its existing

policy, HCD would probably withhold their approval of the housing element since it believes the policy is an impediment to fair housing. He noted that the decision lies within the Council's discretion. However, if it is not implemented, the HCD may not approve the City's housing element.

Mayor Pro Tem Burrola thanked staff for the report and stated that he is pleased that the HCD only had two minor issues it wished to address with regard to the draft housing element.

Councilmember Garcia noted that changes were made to the Las Casitas program guidelines that seem to be working fine. He added that the Council should consider the change requested by the HCD in order to finalize the draft Housing Element and that he is in favor of changing the long-term residency clause from 15 years to three.

Mayor Ambriz agreed that the residency requirement should be lowered to three years from 15 in order to promote affordable housing.

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Breceda, to lower the residency requirement in the city's housing policies from 15 years to three. The motion was unanimously approved.

At 7:42 p.m., Councilmember Breceda and City Manager Miranda recused themselves from discussing the remaining portion of this item as it relates to Allen Drive and exited the Council Chambers.

Matt Koda then discussed the Allen Drive site and noted that HCD is looking for specifics about the development of the site. He noted that staff is adding data relating to key milestones, such as the approval of entitlements and the issuance of building permits. He added that, should the Council approve the proposed timeline, nothing would prohibit the Council from moving even quicker with the development if the City is in a position to do so. He also noted that, should the City not move forward with this specific site, HCD would like for the City to submit alternate sites that could accommodate the housing needs targeted with the Allen Drive site.

Mayor Ambriz stated that he was in favor of approving the timelines and milestones as recommended by the consultant, though he would prefer that housing be developed as quickly as possible.

Mayor Pro Tem Burrola concurred and stated that he would prefer to see housing units developed more quickly than what is mentioned in the proposed milestones.

Councilmember Ortiz agreed that the project should move as quickly as possible.

Councilmember Garcia agreed and noted that the funding would also need to be addressed. He recommended moving forward.

Fred Barbosa asked whether housing would be built to take up the entire 10-acre site, to which Director Simpson stated that this would be one of the first items to be addressed by the Council and Housing Authority Board.

Mayor Ambriz emphasized his desire to rezone the site.

Mayor Pro Tem Burrola asked what would occur should there be a lack of funding for the development of housing, to which City Attorney Guerra stated that he was unsure, and that the HCD may try to compel the City to comply with its housing element.

Responding to an additional question by Mayor Pro Tem Burrola, City Attorney Guerra noted that the HCD would appreciate that the City make reasonable efforts for the development of housing, though the opposite would also be true. He also noted that the next housing element would be adopted in 2032.

Director Simpson noted that City staff provide yearly progress reports to HCD regarding its housing element. She added that, should there be difficulty identifying funding, but can demonstrate that the City has made good-faith efforts in meeting milestones, the HCD would likely be understanding. She also noted that staff pointed to its linkage fee to provide funding for affordable housing, so it could be demonstrated that the City has made funding progress.

Mayor Ambriz encouraged the Council to be innovative in seeking funding sources.

Matt Koda stated that redevelopment law stipulates that a city's primary responsibility is to provide sites and have appropriate zoning so that developers could build housing. If a developer is unable to develop housing within the timelines outlined, this may signal to the HCD that the site may not be appropriate. He noted the need to fully accommodate RHNA ("Regional Housing Needs Assessment") and work to identify other sites with proper housing in order to do so. He noted that, if it appears that housing development is not making progress, the HCD would request that the City search for other viable sites.

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, with regard to the May 3, 2024, comment letter from HCD, to include Local Preference Policy for Housing Programs to be amended from fifteen years to thirty-six (36) months, and the following milestones for Allen Drive: 1) completion of rezoning: December 2024/January 2025; 2) approval of final entitlements: December 2026; 3) issuance of building permits: June 2027. The motion was unanimously approved; Councilmember Breceda absent.

Director Simpson then briefly reviewed next steps to be taken.

At 7:59 p.m., Counclmember Breceda and City Manager Miranda returned to the Council Chambers.

ITEM NO. 21.C Irwindale Park Improvement Project Update - Verbal Report

City Attorney Guerra noted that, although Councilmembers Breceda and Garcia own property within 500 feet of the subject site, they could remain for the update since no action by the Council is recommended or anticipated.

Director Chan provided the update.

Fred Barbosa noted that amenities were not installed in the section of the park near his home, to which Director Rodriguez noted that a concrete benches have been ordered and will be

installed at the section near Calle de Paseo and Allen Drive.

Councilmember Garcia noted that there appear to be fewer barbecue grills at the north side of the park, to which Director Rodriguez advised that some barbecue grills had to be moved around but noted that extra grills were provided to the contractor for installation, though she was not sure whether these had been installed yet. Councilmember Garcia also asked whether the contractor would maintain the park grounds for the next year since city staff does not have the equipment needed to do so, to which Director Rodriguez advised that the contractor will provide weekly maintenance with assistance from city crews. She also noted that a row mower has been ordered for the City though it appears that it would not be available until December. Councilmember Garcia also asked about training for City staff, to which Director Rodriguez indicated that staff has already received training for the care of grass/sod and for weed abatement.

Councilmember Breceda noted that the cornhole bags do not seem to slide well on the boards, to which Director Rodriguez advised that staff has added this to the punchlist items for the contractor to address. Councilmember Breceda also expressed concern over maintenance of the grass in light of the late delivery of the row mower, to which Director Rodriguez stated that staff will probably rent one in the meantime. Councilmember Breceda noted that need to aerate and feed the new grass, to which Director Rodriguez indicated that staff has aerators and noted that need for a Maintenance Lead Worker to oversee park maintenance. Councilmember Breceda commended the park's lighting and said it looks great.

Councilmember Ortiz stated that he has received comments from individuals complimenting the beautiful new park.

Linda Marez congratulated the Council for the beautiful park and wished for the restrooms to remain well-maintained.

Mayor Ambriz commended Directors Chan and Rodriguez and their staff for working hard to ensure the completion of the park improvement project.

PUBLIC HEARINGS

ITEM NO. 22.A Adoption of the Fiscal Year 2024-25 Budget

Director Borhani presented the budget report and made a PowerPoint presentation.

Mayor Pro Tem Burrola asked about revenue, to which Director Bohani explained the revenues that the city expects to receive.

In response to a comment from Councilmember Garcia, Director Borhani discussed overall expenditures and noted that the total expenditure for the Police Department amounts to $9.5 million.

Councilmember Breceda asked about the timeline for the completion of the block wall project on Morada Street, to which Director Chan stated that construction could start in December or January, though staff will attempt to speed it up.

At 8:30 p.m., Mayor Ambriz opened the public hearing.

Fred Barbosa stated that the Council is improperly using mining funds, to which City Manager Miranda advised that financial assurances are in place and, as a result, the city is not misusing mining funds.

Councilmember Breceda added that the financial assurances put in place continuously replenish themselves.

There being no additional speakers, Mayor Ambriz closed the public hearing at 8:33 p.m.

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Breceda, to adopt Ordinance no. 779, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025," reading by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 22.B Adoption of Resolution to Amend the Zoning Map to Address Inconsistencies on Various Parcels of Land and First Reading and Introduction of Ordinance No. 780 to Rescind Ordinance Nos. 195 and 200 to Remove Inconsistent Regulations Related Thereto

City Attorney Guerra recommended that Councilmember Breceda recuse himself from discussing this matter.

Councilmember Breceda left the Council Chambers at 8:35 p.m.

Senior Planner Jones presented the report.

At 8:41 p.m., Mayor Ambriz opened the public hearing.

Robert Diaz requested that the Council postpone the matter and not vote on it tonight. He questioned zoning on Ambriz Street and spoke on difficulties he said were experienced by Deeton Plumbing in trying to establish their business due to zoning map conflicts. He also stated that commercial zoning in the Meridian/Mountain Avenue area of the city was set up through a voter initiative and asked whether any modification would also need to be done through a voter initiative. He also spoke in favor of rezoning the Mangielly property near Morada Street from M1 to residential.

Senior Planner Jones noted that, with regard to the commercial-zone area on Ambriz Street, staff completed a tentative tract map several years ago to subdivide the parcels and create a cul-de-sac and construct houses. She noted that these were zoned C-3 and single-family houses were permitted by right. Additionally, zoning for the area was changed through ordinances and not through a voter initiative. She noted that staff wishes to rescind old ordinances and replace them with a new one to keep them consistent with R1. She also noted that she was unable to find any information regarding the plumbing business that Mr. Diaz spoke about, though she noted the possibility that a business was perhaps denied since it did not comply with the area's zoning.

There being no additional speakers, Mayor Ambriz closed the public hearing at 8:46 p.m.

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to adopt Resolution No. 2024-38-3515, entitled: “A Resolution of the City Council of the City of Irwindale adopting Zone Change No. 01-2024 and modifying the City of Irwindale Zoning Map to 1) Rezone Parcels from M-1 (Light Manufacturing) Zone to R-1 (Single-Family Residential) Zone located at: 730 Meridian Street (APN 8534-001-004), 716 Meridian Street (APN 8534-001-025), 714 Meridian Street (APN 8534-001-026), 740 Meridian Street (APN 8534-001-057), 726 Meridian Street (APN 8534-001-109), 737 Shrode Avenue (APN 8534-001-013), 731 Shrode Avenue (APN 8534-001-014), 727 Shrode Avenue (APN 8534-001-015), 2419 Citrusview Avenue (APN 8534-001-053), 2425 Citrusview Avenue (APN 8534-001-054), 2424 Citrusview Avenue (APN 8534-001-055), 2412 Citrusview Avenue (APN 8534-001-056), (APN 8534-001-952), (APN 8534-001-953), (APN 8534-001-954), 2414 Park Rose Avenue (APN 8534-001-093), 2436 Park Rose Avenue (APN 8534-001-096), 2448 Park Rose Avenue (APN 8534-001-097), 2449 Park Rose Avenue (APN 8534-001-098), 2437 Park Rose Avenue (APN 8534-001-099), 2402 Park Rose Avenue (APN 8534-001-106), 2408 Park Rose Avenue (APN 8534-001-107), 2424 Park Rose Avenue (APNS 8534-001-115, 8534-001-116), 2400 Ruelas Street (APN 8534-001-072), 2416 Ruelas Street (APN 8534-001-075), 2440 Ruelas Street (APN 8534-001-078), 2446 Ruelas Street (APN 8534-001-079), 2447 Ruelas Street (APN 8534-001-080), 2439 Ruelas Street (APN 8534-001-081), 2415 Ruelas Street (APN 8534-001-084), 2406 Ruelas Street (APN 8534-001-102), 2409 Ruelas Street (APN 8534-001-104), 2401 Ruelas Street (APN 8534-001-105), 2426 Ruelas Street (APNS 8534-001-111, 8534-001-112), 2425 Ruelas Street (APNS 8534-001-113, 8534-001-114); and 2) rezone parcels from C-3 (Heavy Commercial-Residential) Zone to R-1 (Single-Family Residential) Zone located at: 701 Ambriz Street (APN 8534-001-120), 705 Ambriz Street (APN 8534-001-121), 709 Ambriz Street (APN 8534-001-122), 713 Ambriz Street (APN 8534-001-123), 708 Ambriz Street (APN 8534-001-124), 704 Ambriz Street (APN 8534-001-125), 700 Ambriz Street (APN 8534-001-126), 2416 Mountain Avenue (APN 8534-001-039), 2408 Mountain Avenue (APN 8534-001-058), and find the project exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3)." The motion was unanimously approved; Councilmember Breceda absent.

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to introduce Ordinance No. 780 entitled: “An Ordinance of the City Council of the City of Irwindale rescinding Ordinance No. 195 in its entirety, which rezoned properties located on Mountain Avenue and Ambriz Street (formerly Mountain Avenue) to C-3 (Heavy Commercial-Residential) and Ordinance No. 200 in its entirely, which rezoned properties located on Citrusview Avenue, Park Rose Avenue and Ruelas Street to M-2 (Heavy Manufacturing), and finding the project exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3)," reading by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Breceda absent.

CITY MANAGER’S REPORT

At 8:49 p.m., Councilmember Breceda returned to the Council Chambers.

City Manager Miranda provided the following update:

1) The dedication of the Margaret Diaz Pavilion at Irwindale Park has been scheduled for June 28.
2) City offices will be closed on July 4 in observance of Independence Day.

3) Applications for the open part-time Library Page position will be accepted through July 5.
4) The Recreation Department's 3rd Annual Red, White, and You BBQ event will be held on June 29.
5) The 4th of July Fireworks Spectacular Show will be held at 9:00 pm at Irwindale Park.

At 8:51 p.m., the Council took a short recess.

At 8:58 p.m., the meeting resumed with all members present.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

ITEM NO. 24.A Update on Current Development Projects - Requested by Mayor Ambriz

City Manager Miranda noted that a list of sites has been compiled by the Planning Department, including the following sites:

825, 835, 855, and 863 Alpha Street
1270 Arrow Highway
2200 Arrow Highway
4500 Azusa Canyon Road
4981 Irwindale Avenue
6520 Irwindale Avenue
14005 Live Oak Avenue
15715 Arrow Highway
13620 Live Oak Avenue
14801 1st Street
1600 Arrow Highway
500 Speedway
4407 Azusa Canyon Road
4416 Azusa Canyon Road

City Manager Miranda provided brief descriptions of the activity of each of the sites.

Mayor Ambriz stated that he was expecting a written report from the Planning Department since residents have been asking about the status of certain projects.

City Manager Miranda indicated that staff is available to answer specific questions and that, should the Council wish for a detailed report, one could be provided at the next Council meeting.

Mayor Ambriz requested a more detailed report, especially concerning the Speedway site.

With respect to the Speedway site, Director Simpson advised that a draft environmental impact report ("EIR") is currently under review by staff and the city's consultant, which is reviewing aspects including air quality, noise, and traffic issues. Once done, corrections may be needed. The following step would be to have the draft EIR circulated for a 45-day public review.

Mayor Ambriz requested that the written report include impact mitigation information.

Director Simpson stated that this information could be provided along with a map identifying all the indicated sites.

ITEM NO. 24.B Discussion on Reliance II / Clarion Project (Irwindale Business Center North) - Requested by Mayor Ambriz

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

ADJOURN
There being no further items to discuss, this portion of the meeting was adjourned at 9:09 p.m.

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
The meeting was called to order at 9:09 p.m.

AB 2449 DISCLOSURES
There were no AB 2449 disclosures.

CONSENT CALENDAR
MOTION A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 27.A Minutes - None for Approval

No minutes for approval.

ITEM NO. 27.B Warrants / Demands / Payroll

Approved

SPONTANEOUS COMMUNICATIONS
Robert Lopez thanked the Council on behalf of the Senior Commission for approving the commissioners' attendance at conferences. He also thanked the Council for approving the fishing trip and stated that he had the opportunity to network on the trip.

NEW BUSINESS
None.

PUBLIC HEARINGS
None.

ADJOURN
There being no further items to discuss, this portion of the meeting was adjourned at 9:11 p.m.

HOUSING AUTHORITY
The meeting was called to order at 9:12 p.m.

AB 2449 DISCLOSURES
There were no AB 2449 disclosures.

CONSENT CALENDAR

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

ITEM NO. 33.A Joint Minutes of the City Council, Housing Authority, and Reclamation Authority meeting held May 29, 2024

Approved

ITEM NO. 33.B Minutes of the Meeting Held June 3, 2024

Approved

SPONTANEOUS COMMUNICATIONS

Fred Barbosa stated that Five Points has violated their permit and requested Code Enforcement action.

NEW BUSINESS

ITEM NO. 35.A Review of Second Comment Letter from the California Department of Housing & Community Development (HCD) Regarding the City's Draft Housing Element and Direction for Response (Joint Item with City Council)

See Item 21B.

PUBLIC HEARINGS

None.

ADJOURN

There being no further items to discuss, the meeting was adjourned at 9:13 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Approved as submitted at the meeting held _____

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 7/18/2024 4:24 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102123	AZUSALW	Azusa Light & Water	07/03/2024	537.77
102124	BURGUA01	Rene Burguan	07/03/2024	1,300.00
102125	CHARTE01	Charter Communications	07/03/2024	369.67
102126	SOUTHE17	Golden State Water Company	07/03/2024	932.92
102127	HOYEN	Noelle Hoye	07/03/2024	980.00
102128	OFFICE03	ODP Business Solutions, LLC	07/03/2024	469.00
102129	PEER01	Peerless Network, Inc	07/03/2024	2,780.88
102130	PURCHA	Purchase Power	07/03/2024	2,030.00
102131	RUGG01	Timothy Allen Ruggio Jr.	07/03/2024	450.00
102132	GASCOM	SoCalGas	07/03/2024	1,514.27
102133	VALLEY01	Valley County Water District	07/03/2024	16,455.58
102134	VALLEY09	Valley View Mutual Water Co.	07/03/2024	89.22
102135	PMIDEN01	Delta Dental of California	07/03/2024	13,379.69
102136	SANGAB20	San Gabriel Valley City Managers' Associat	07/03/2024	75.00
102137	SECRET01	Secretary of State	07/08/2024	40.00
102138	ALLIAN	Alliant Insurance Services, Inc.	07/11/2024	537.00
102139	AMAZON1	Amazon Capital Services, Inc.	07/11/2024	2,285.36
102140	Ayala01	Leonor Ayala	07/11/2024	509.00
102141	BALLI01	Shayna Balli	07/11/2024	466.53
102142	BELTRA	Eloise Beltran	07/11/2024	66.30
102143	CAMPOS03	Manuel Campos	07/11/2024	233.51
102144	CHHI02	Michael Chhin	07/11/2024	107.00
102145	ESPINO10	Iris Espino	07/11/2024	20.01
102146	EVANS02	Gloria Evans	07/11/2024	225.00
102147	FLORE01	Karla Flores	07/11/2024	420.00
102148	FRONT01	Frontier Communications	07/11/2024	376.13
102149	HART02	Robert Hartman	07/11/2024	200.00
102150	IRWIND21	Irwindale Hand Wash & Auto Detail	07/11/2024	766.77
102151	LOPEZJ01	Jade Lopez	07/11/2024	238.86
102152	MIRAND25	Blanche V. Miranda	07/11/2024	390.00
102153	MURG01	Edgar Murguia	07/11/2024	485.63
102154	OPTUM01	OptumRx, Inc.	07/11/2024	37,204.56
102155	PAIK01	Sumako Paik	07/11/2024	180.00
102156	SCFUELS	SC Fuels	07/11/2024	13,589.61
102157	SECT01	Sectran Security Inc.	07/11/2024	125.58
102158	verizonw	Verizon Wireless	07/11/2024	3,208.60
102159	WAGONER	Pamela Wagoner	07/11/2024	585.00
102160	ZEPEDA07	Priscilla Zepeda	07/11/2024	938.06
102161	AMERIFID	American Fidelity Assurance	07/11/2024	9,194.96
102162	COLDDU	Cold Duck Prod. Inc.	07/11/2024	2,000.00
102163	FRAIJO02	John Fraijo	07/11/2024	62.72
102164	PONCE04	Delicia Ponce	07/11/2024	60.57
102165	CALIFO56	California State Disbursement Unit	07/11/2024	604.15
102166	CALIFO57	California State Disbursement Unit	07/11/2024	143.07
102167	FRANC06	Franchise Tax Board	07/11/2024	502.12
102168	LOSANG31	Los Angeles County Sheriff's Dept.	07/11/2024	70.60
102169	ACCO01	ACCO Engineering Systems	07/24/2024	3,402.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102170	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	07/24/2024	3,243.00
102171	ATHENS	Athens Services	07/24/2024	6,049.43
102172	BARNEY	Barney's Locksmith Service	07/24/2024	120.00
102173	BURKEW	Burke, Williams & Sorensen	07/24/2024	8,025.00
102174	BURRO01	Burro Canyon Ent. Inc.	07/24/2024	10.00
102175	CALIFO42	California Building Standards	07/24/2024	213.30
102176	BALDWI02	City of Baldwin Park	07/24/2024	700.00
102177	LOSANG33	County of Los Angeles	07/24/2024	85,229.42
102178	CSG01	CSG Consultants	07/24/2024	2,756.25
102179	CWA01	CWA AIA, Inc	07/24/2024	1,854.90
102180	DAVIDE	David Evans & Associates Inc	07/24/2024	2,093.40
102181	DELONG	Delong Unlimited	07/24/2024	2,667.50
102182	DEMCOI	Demco, Inc.	07/24/2024	716.54
102183	ECORP01	ECORP Consulting, Inc.	07/24/2024	4,730.00
102184	BATE01	Elior Inc.	07/24/2024	3,785.10
102185	EWINGI	Ewing Irrigation Products, Inc.	07/24/2024	2,588.13
102186	FEDEX	FedEx	07/24/2024	26.12
102187	FOOTH01	Foothill Communications, Inc.	07/24/2024	475.00
102188	TONY01	Antonio Garcia Bonilla	07/24/2024	2,957.68
102189	GARTH01	Garth O Green Enterprises, Inc.	07/24/2024	9,529.79
102190	IMEG01	IMEG Consultants Corp.	07/24/2024	14,773.00
102191	INTER01	Interwest Consulting Group	07/24/2024	2,065.00
102192	IRWIND21	Irwindale Hand Wash & Auto Detail	07/24/2024	856.79
102193	JCSPLU	JC's Plumbing & Backflow Svc	07/24/2024	360.00
102194	JONES03	Richard D Jones, A Professional Law Corp(	07/24/2024	509.72
102195	COORYE	Samir M. Khoury	07/24/2024	11,082.50
102196	KIML01	Kimley-Horn and Associates, Inc.	07/24/2024	625.00
102197	LAKESH01	Lakeshore Learning Materials,LLC	07/24/2024	237.45
102198	LANCES	Lance, Soll & Lunghard LLP	07/24/2024	15,800.00
102199	LANDSC	Landscape Warehouse III Inc.	07/24/2024	4,079.79
102200	LAWE01	Law Enforcement Medical Services, Inc.	07/24/2024	800.00
102201	LEWISE	Lewis Engraving, Inc.	07/24/2024	11.03
102202	LSA01	LSA Associates, Inc.	07/24/2024	1,298.27
102203	MAINTE01	Maintex	07/24/2024	51.21
102204	MIDAS	Manuel C Muratalla	07/24/2024	987.03
102205	MARIPO	Mariposa Landscapes, Inc.	07/24/2024	866.04
102206	MATA02	Francisco Mata	07/24/2024	6,863.06
102207	MATTS01	Matt's Motor Sports Inc.	07/24/2024	1,160.69
102208	GREG01	Gregory Molloy	07/24/2024	3,900.00
102209	MOTOR02	Motorola Solutions	07/24/2024	366.15
102210	MOTOR01	Motorola Solutions, Inc.	07/24/2024	47,969.69
102211	PEARSO01	NCS Pearson, Inc	07/24/2024	34.00
102212	OFFICE03	ODP Business Solutions, LLC	07/24/2024	7,169.57
102213	ORKINP	Orkin	07/24/2024	75.00
102214	PERF03	Performance Elevator Contractors, Inc.	07/24/2024	380.00
102215	PLACE01	PlaceWorks, Inc.	07/24/2024	5,916.00
102216	ROADLI	Roadline Products Inc. USA	07/24/2024	1,102.50
102217	ROYAL04	Royal Industrial Electric	07/24/2024	14,885.43
102218	SONSRA01	Sonsray Machinery LLC	07/24/2024	9,793.00
102219	STATEO01	State Of California	07/24/2024	160.00
102220	STEVEN05	Steven A. Ormenyi & Assoc.	07/24/2024	43,589.75
102221	STRESS	Stress Less Environmental LLC	07/24/2024	7,500.00
102222	TEDJOH	Ted Johnson Propane	07/24/2024	16.74
102223	NORTHR	The Northridge Group, Inc.	07/24/2024	3,871.55
102224	UNITED05	United Rentals, Inc.	07/24/2024	4,999.15
102225	WESTCO05	West Coast Arborists, Inc.	07/24/2024	9,716.70
102226	WOLL02	Susan Margaret Woolley	07/24/2024	7,651.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102227	YTIRES	Y Tire Sales	07/24/2024	1,754.19
102228	Z&K01	Z&K Consultants, Inc.	07/24/2024	15,400.00
102229	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	07/24/2024	1,600.00
102230	AZUSAP01	Azusa Plumbing Supply	07/24/2024	130.29
102231	MIJACA	Balcon Holdings, Inc.	07/24/2024	179.00
102232	BARNEY	Barney's Locksmith Service	07/24/2024	79.16
102233	CALIFO26	California Police Chiefs	07/24/2024	772.00
102234	DFMASS	DFM Associates	07/24/2024	75.08
102235	EBSCOS	EBSCO Subscription Services	07/24/2024	1,832.82
102236	1Glendor	Glendora Chevrolet	07/24/2024	885.53
102237	LEWISE	Lewis Engraving, Inc.	07/24/2024	101.43
102238	MAINTE01	Maintex	07/24/2024	641.59
102239	MIDAS	Manuel C Muratalla	07/24/2024	1,113.24
102240	MOBI02	Mobile Citizen, LLC	07/24/2024	1,080.00
102241	PROPRINT	Pro Printing, Inc.	07/24/2024	2,417.55
102242	PYROSP	Pyro-Spectaculars, Inc.	07/24/2024	17,675.00
102243	SOUTHE04	Southern CA Assoc Of Governmts	07/24/2024	295.00
102244	STERIC01	Stericycle, Inc.	07/24/2024	100.12
102245	LEES01	Chad A. Streelman	07/24/2024	143.32
102246	SWANK01	Swank Motion Pictures, Inc.	07/24/2024	490.00
102247	NORTHR	The Northridge Group, Inc.	07/24/2024	3,871.55
102248	WILLDAN	Willdan Financial Services	07/24/2024	2,205.72
102249	XAV01	Xavus Solutions LLC	07/24/2024	2,299.50
			Report Total (127 checks):	545,038.66

Item #20.C.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: City of Irwindale Security Camera and Remote Monitoring System Policy and Procedures

City Manager's Recommendation:

That the City Council approve the City of Irwindale Security Camera and Remote Monitoring System Policy and Procedures.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Jeffrey Wagner, IT Manager — Electronically Approved

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In December 2022, the City Council adopted Resolution 2022-125-3375, authorizing the purchase and installation of a citywide security surveillance system from VectorUSA (Project). The Project included the upgrade/installation of an Access Control System within the Police Department and City Hall, and an upgrade to the City's fiber optic infrastructure. In addition to 93 cameras capable of the 365-day

onboard recording (10-year warranty), 3-year licensing software, and cloud storage.

On July 7, 2021, staff reported to the Parks and Recreation Commission that the City Attorney and CJPIA recommended staff to develop a policy identifying the purpose of the camera use, staff responsibilities, placement and installation of the cameras, access and monitoring, review of recording, operation, training, and storage and retention of records. The attached City of Irwindale Remote Monitoring System Policy and Procedures (Policy) has been reviewed and approved by the City Attorney and the City's bargaining units. The policy includes the following elements:

1. Location of cameras, including where cameras will be placed and areas under surveillance.
2. How media is stored, length of storage, and record retention.
3. Types of notices to be posted informing employees and the public about video surveillance.
4. Use of video recordings and compliance with the Public Records Act, and privacy restrictions.
5. Responsibilities of staff with authorized access to the video surveillance cameras.
6. Acceptable use and coordination with the Information Technology Department for installation and removal of cameras.
7. Prohibited conduct to guard against public viewing.

Fiscal Impact:

There is no fiscal impact related to the approval of this Policy.

Attachments:

1. City of Irwindale Security Camera and Remote Monitoring System Policy and Procedures

City of Irwindale

Security Camera and Remote Monitoring System

Policy and Procedures

Draft: July 24, 2024

POLICY

The purpose of this policy is to establish City of Irwindale (City) guidelines for use of security cameras and remote monitoring systems in City buildings or on City property in a way that enhances security while respecting the privacy expectations of employees and members of the Irwindale community.

This policy shall not apply to use of cameras for video conferencing or for reasons unrelated to surveillance activity. Nor shall this policy apply to cameras used by law enforcement in the following manners: covert operations for the purpose of criminal surveillance; mobile cameras used in, on, or about law enforcement vehicles; or body-worn or otherwise portable cameras used during the course of investigations or normal law enforcement functions.

City shall comply with all federal, state, and local laws and regulations applicable to the use of video surveillance cameras in public spaces.

SCOPE

This policy covers all employees, including seasonal, temporary, volunteers, and interns, and visitors of City facilities.

DEFINITIONS

Closed Circuit Television ("CCTV"): The use of video cameras to transmit a signal to a specific place, on a limited set of monitors. The signal transmitted is not openly transmitted and monitors not within the system may not receive the signal.

Video Recording Camera: This type of camera that has ability to record images in an area. May be digital or tape recording.

Video Conference Camera: Connected to a personal computer. Used to transfer images of videoconference participant. Not a continuously monitored camera. Activated by the user.

PROCEDURES

A. Location of CCTV Cameras
   a. Cameras shall be placed in interior and exterior public locations at the City Hall, Council Chamber, Police Department, Library, Dan Diaz Recreation Center, Aquatics Facility, Service Yard, Senior Center, Annex Building, 2nd Street Facility, Limited Volume Transfer Station, Irwindale Park, and Jardin de Roca Park. The exact location of cameras shall be at the discretion of the IT Manager.
   b. Clearly written signage advising the public that video surveillance is occurring shall be placed at the perimeter of video surveillance areas.

B. Media Storage
   a. All media will be stored in a secure area with access restricted to authorized persons.
   b. All routine video recordings are stored on an off-site secure cloud server. Routine recordings not otherwise preserved and maintained for official City reasons or as instructed by the City Attorney's Office shall be retained for a period of not less

than one year. After the one-year period, the City's cloud server will automatically delete and overwrite the routine recordings, with no backups.

c. Any records preserved for official City reasons or as otherwise instructed by the City Attorney's Office shall not be destroyed unless approved by the City Council and written consent is obtained by the City Attorney's Office, as required in the Citywide Record Retention Schedule.
d. Any recordings needed as evidence in a criminal or civil proceeding shall be preserved until the proceeding is resolved.
e. Recordings not otherwise needed for official city business or otherwise required to be preserved may be destroyed or erased after 90 days if another record, such as (but not limited to) written minutes, is kept of the recorded event.
f. Video will not be monitored in real-time, nor reviewed by City staff.

C. Use of Video

a. If an incident occurs that results in property damage or loss, bodily injury, or any other incident that affects the safety and security of City employees or the public, video surveillance will be reviewed. If necessary, video will be turned over to a law enforcement agency, insurance company, or any other organization who reasonably requests such video for a legitimate purpose.
b. All requests from outside organizations or individuals for video recordings owned by the City shall be routed through the City Clerk's Office in the form of a Public Records Act Request. Video recordings may be subject to redactions or exemptions under applicable law.
c. Video Recordings and other relevant data may be released in response to a requirement that the footage be presented to law enforcement, or a court order or subpoena for the footage in administrative, civil, or criminal proceedings.
d. Video recordings created as a result of the surveillance system may be used for a legitimate purpose related to employment or business functions, including usage in disciplinary proceedings of City employees. Viewing of personnel in recorded video shall be limited to approved individuals on a need-to-know basis, with prior approval of the Human Resources/Risk Manager, as follows:
    i. All viewing requests must be submitted in writing. Requests for viewing will be limited to employees or their legally designated representative, and/or City officials with a direct interest in potential disciplinary issues. Only the portion of the security video recording related to the specific incident will be made available for viewing.
    ii. Approval/denial for viewing will be made within a reasonable amount of time of receipt of the request and communicated to the requesting individual, relative to the severity of the incident.
    iii. A written log will be maintained for those viewing security video recordings, including the date and time of the viewing, reason for viewing, date the recording was made of the incident, location of the camera that made the recording, and signature of the viewer.
    iv. Security video recordings will remain the property of the City and may be reproduced only in accordance with the law.
e. As the City may be required by law to provide the requested recording, and there may be restrictions regarding what can and cannot be provided due to privacy or other legal reasons, the City Manager or designee should consult with the City Attorney to determine whether and how to respond to any such request. If, after consultation with the City Attorney, the City Manager or designee authorizes a recording to be provided to the requesting person or entity, the City should

ensure that the recording is retained in the City files and that a duplicate of the recording is delivered to the requesting person or entity.

RESPONSIBILITIES

The IT Manager shall have overall responsibility for operation of the CCTV system. This includes ensuring the system is working as intended, maintaining the system, and retrieving video whenever necessary.

The IT Manager is responsible for preparing the annual budget for the costs of maintenance, server storage, and future equipment replacements, and for the allocation of those costs to the benefitted departments. To maintain uniformity, purchase, installation, and maintenance of camera equipment will be completed by the IT Department. All security camera equipment must comply with current City standards.

New surveillance cameras must connect to the City's centralized surveillance system. Live view of the cameras will be checked weekly by the IT Department to make sure cameras are working properly, the image quality meets the City's needs, and video storage periods meet or exceed the State of California's record retention standards. Any cameras found not meeting these standards will be recommended for repair or replacement.

The IT Manager shall ensure that access to password-protected information and surveillance equipment is limited to specific City staff, including IT, Chief of Police, City Manager, and Human Resource/Risk Manager. The data shall not be generally available to all staff or the public through web sites.

ACCEPTABLE USE

The installation or removal of a Department's security camera must be coordinated with the IT Department. Staff is prohibited from the use of personal and/or non-City security camera equipment on City property. Violation of this policy may result in disciplinary action.

Placement of cameras shall only be considered for the security and safety of employees and the public, security of City facilities and property, or for legally mandated reasons. Cameras may be installed in outdoor and indoor locations that are deemed public areas. Examples include public common areas such as parking lots, entrances, seating areas, service desks, and areas prone to theft or misconduct, or areas where money is stored or handled. Cameras will not be installed in areas where individuals have a reasonable expectation of privacy such as restrooms or private offices. If needed, electronic shielding will be placed in the security camera so that the camera cannot be used to look into or upon private areas on City property or on adjacent properties.

Camera placement must also take into consideration any confidential material that could be visible.

Videoconference cameras may be installed by departments in coordination with the IT Department. Videoconference cameras may be used on an individual or group basis to participate in online meetings via platforms such as Zoom or Microsoft Teams. Videoconference cameras are not part of the City's CCTV system, are not security cameras, and shall not be used by the City for video surveillance. Departments are not required to coordinate videoconference camera installation with Risk Management and the IT

Department.

Whenever and wherever permanent security cameras are installed, signs will be posted at conspicuous locations informing people that the buildings and grounds may be under video monitoring. Sample language includes:

VIDEO SURVEILLANCE ON CITY PROPERTY
City buildings and grounds are equipped with electronic surveillance for the safety of staff and visitors. Your actions may be recorded and preserved.

The City Manager, Chief of Police, Human Resources/Risk Manager and other authorized personnel may monitor and review security camera live feeds and recordings as needed and appropriate to support investigations and to enhance public safety. Department Directors and other authorized personnel may monitor and review security camera live feeds and recordings only of their work areas for purposes of public and employee safety. Other employees with a need to access select security cameras will have that access granted by the City Manager and Risk Manager. IT Department personnel will monitor and review security camera live feeds and recording as needed to troubleshoot and support the camera system, software, and staff.

Access to the archived footage for investigating violations of Personnel Rules is restricted to designated staff, with approval from the Human Resources/Risk Manager. Access to the archived footage for investigating potential criminal activity is restricted to designated staff, with approval from the City Manager or Chief of Police.

PROHIBITED CONDUCT

No security cameras, videoconference cameras, or other monitoring devices shall be installed or located upon City property without being properly approved and meeting the standards of this Policy. Tampering with or causing damage to City cameras is also prohibited.
Cameras are not installed, nor will they be used for the purposes of routinely monitoring staff. However, the City may utilize routine security camera recordings in support of disciplinary proceedings against employees, or in a civil suit or other proceeding involving person(s) whose activities are shown on the recording and relate to the proceeding.

Authorized users for the security camera system shall not view live or recorded video from the security cameras that would enable general public viewing.

Confidentiality, privacy, and security issues prohibit the public from viewing security camera footage that contains personally identifying information about employees and citizens, or information that reveals or identifies City security measures. If the City receives a request from the public to inspect security camera footage, the City will respond according to California public records laws and the City's policy as set forth herein.

A breach of this policy may result in disciplinary action up to and including dismissal. Any employee who becomes aware of any damage to or tampering with a City security camera, unauthorized disclosure of a video recording, and/or a potential privacy breach has a responsibility to immediately inform the City Manager or HR Manager.

Item #20.D.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Claim Rejection - Silvia Sheehan v. City of Irwindale

City Manager's Recommendation:

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

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On January 18, 2024, the City received a claim for damages from claimant Silvia Sheehan. Claimant Sheehan alleges that while driving on Foothill Boulevard, she encountered oil in the roadway which caused her car to hydroplane and strike a light on Huntington Road.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Their recommendation is made on the basis that the origin of the oil spill is unknown and the City did not have notice of the oil spill at the time of the incident. After the incident, the City's Public Works Department was notified by Irwindale Police Department of the spill, and the Public Works Department took action to mitigate the condition. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. 20240425 Sheehan Irwindale REJECTION NOTICE TO CITY LETTER CJP-3050559
2. Claim - Sheehan Silvia

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

April 25, 2024

TO: City of Irwindale

ATTENTION: Laura Nieto

RE:	Claim	:	Sheehan vs. Irwindale
	Claimant	:	Silvia Sheehan
	Member	:	City of Irwindale
	Date Rec'd by Mbr	:	1/18/24
	Date of Event	:	11/1/23
	CW File Number	:	CJP-3050559 LSV

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

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

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

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

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
2:33 pm
JAN 18 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant Silvia Sheehan	Claimant's Occupation Retired
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant —	Business Telephone Number —

Name and address to which you desire notices or communications to be sent regarding this claim: [redacted]

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: 11/01/23 Time: 19:14 If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Ave.

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:
The street of Irwindale had an oil spill. My car hydroplane out of control into the light on Huntington Read. My car was damaged into impact towards the pole.

Describe in detail how the DAMAGE or INJURY occurred.
The road was full of oil, occuring to the officers this was reported and the street was never cleared. Due to this I was a victim where my car was damage.

Why do you claim the City of Irwindale is responsible?
This oil spill was reported and was a hazard and it was just there with no warning signs.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.
My neck and back was hurting for two weeks, my front bumper is damage and my car is leaking oil.

Claimant's Name:
Silvia E. Sheehan

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.
$2,700

Give estimated amount of future losses due to INJURY or DAMAGE:
$2,700

Was damage and/or injury investigated by the police? yes If yes, what City? Irwindale

Were paramedics or ambulance called? no 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:

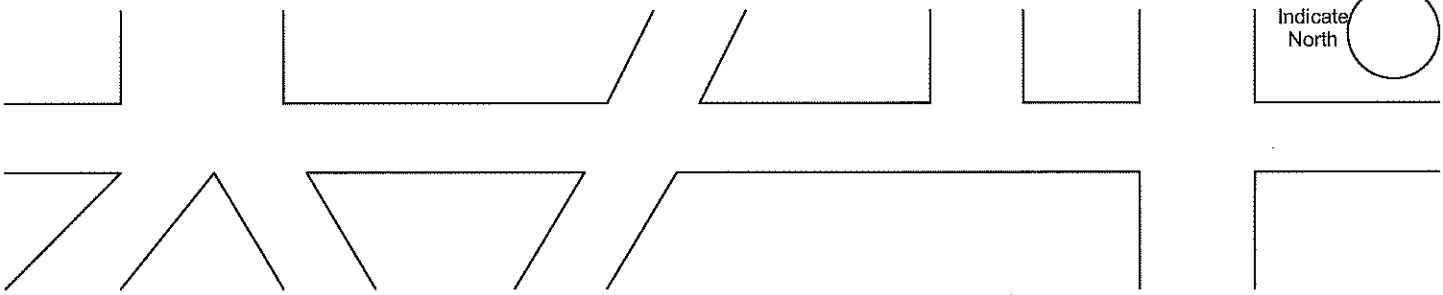
Name Officer Tendreza Address _____ Phone (626) 430-2244

Name #804 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)	Typed Name	Date
SSheehan	Silvia Sheehan	11/27/23

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

NEVAREZ
BODY SHOP
10608 Santa Fe Ave.
South Gate. CA. 90280
WE DO COLOR MATCH AND CUSTOMIZE PAINT,
FULL COLLISION REPAIR, KANDY, FLAKES, PEARLS,
OPEN MON.-FRI. 8:AM- 6:PM SAT 8:AM.- 2:PM TEL: (310) 889-8131

NAME Silvia Sheehan		DATE	12/05/2023
ADDRESS [redacted]			
CITY Azusa	STATE CA	ZIP	91702
YEAR 2011	MAKE BMW	LICENSE # [redacted]	MODEL 35
BODY TYPE 4 doors	COLOR Black	MILLEAGE	
DATE IN / /	DATE OUT / /	VIN # [redacted]	

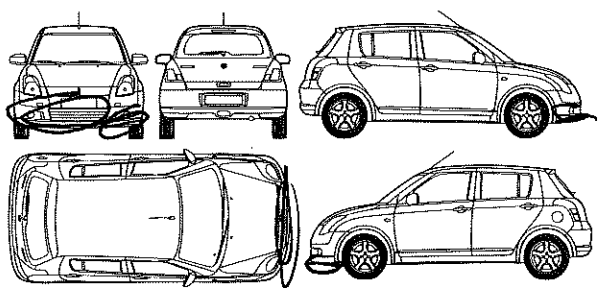
QNTY	PARTS & LABOR	AMOUNT
New	Replace front bumper cover- $410 ea	
	Replace Lower grill -$136 ea	
	Lower-engine cover-$215 ea	
	Right-Left- fender liners-2X 75-$150 ea	
	Replace Lower bumper brackets-$362 ea	
	Replace Right-Left Lower control arms- 2X 306-$612 ea	
	front two wheel alignment -~~$80~~ $125 ea	
	Paint front bumper cover- Labor and paint $2000 ea	
	Parts total $2,010 ea	

I hereby authorize the above body and mechanical work to be done along with the necessary parts and hereby grant you and or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and or inspection and express mechanicals lien is here acknowledged on the above car, truck, or vehicle to secure the amount of repairs therefore you will not be held responsible for loss or damage articles theft, accidents, even fire or any other causes beyond your control to the vehicle in the event an attorney is retained to foreclose this lien or to hiring suit for collections of any sum due. I agree to pay the cost collections and reasonable attorney fees.
Signature: [signature]

TOTAL LABOR	2000	ea
PARTS	2010	ea
PAINT & MATERIALS		
SUBLET REPAIRS		
TOWING/STORAGE	300	ea
HOURLY RATE		
SUB TOTAL	4,310	ea
SALES TAX		
TOTAL	4310	ea

The undersigned herein after called insured for the consideration of repair to insured automobile, does grant insurer powers of attorney to sign or endorse any check and or drafts made payable to insured. and any release therefore settlement for insurers claims to damages to the above described automobile.
INSURED:_____ DATE:_____

90 Days warranty including paint all warranty Works must be done in our shop unless other arrangements are made in person or written (warranty in color matching)
signature:_____



F CALIFORNIA
ARTMENT OF CALIFORNIA HIGHWAY PATROL

TRAFFIC COLLISION REPORT - Property Damage Only

CHP 555-03 (Rev. 7-03) OPI 065

Original to Officer; copy(ies) to involved party(ies)

SPECIAL CONDITIONS: NONE	HIT & RUN: NO	CITY: IRWINDALE			JUDICIAL DISTRICT: WEST COVINA	NUMBER: 23-155-63	
	COUNTY: LOS ANGELES		REPORTING DISTRICT: 1934		BEAT: N/A	REPORTING OFFICER: A. PEÑALOZA	
COLLISION OCCURRED ON: FOOTHILL BOULEVARD	MO: 11	DAY: 1	YEAR: 2023	TIME (2400): 1914	NCIC: 1934	OFFICER I.D.: 804	
☒ AT INTERSECTION WITH Or: 20 Feet/Miles E. Of IRWINDALE AVENUE					DAY OF WEEK: WEDNESDAY	TOW AWAY: ☐ Yes ☒ No	STATE HIGHWAY RELATED: ☐ Yes ☒ No

PARTY 1

DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIPMENT
Y2971311	CA	C	M	G

DRIVER — NAME (FIRST, MIDDLE, LAST): SILVIA SHEEHAN — TELEPHONE NUMBER: [redacted]

PED — STREET ADDRESS: [redacted] (City) (State) (Zip Code)

PK VEH	SEX	RACE	BIRTHDATE	INSURANCE CARRIER	POLICY NUMBER
	F	H	11/10/68	DRIVE INSURANCE	[redacted]

BICYCLE	DIR. TRAVEL	ON STREET OR HIGHWAY	SPEED LIMIT
	E	FOOTHILL BOULEVARD	45

OTHER	VEH. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	STATE	VEH. TYPE
	2011	BMW / 328I / BLK	[redacted]	CA	4D

SHADE DAMAGED AREA — PARTY 1

(ALLIED AGENCY USE ONLY)
Report taken ☒ Yes ☐ No
Exchange of information ☐ Yes ☒ No

SEE THE ATTACHED SKETCH.

INDICATE NORTH

PARTY 2

DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIPMENT

DRIVER — NAME (FIRST, MIDDLE, LAST): — TELEPHONE NUMBER:

PED — STREET ADDRESS: (City) (State) (Zip Code)

PK VEH	SEX	RACE	BIRTHDATE	INSURANCE CARRIER	POLICY NUMBER

BICYCLE	DIR. TRAVEL	ON STREET OR HIGHWAY	SPEED LIMIT

OTHER	VEH. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	STATE	VEH. TYPE

SHADE DAMAGED AREA — PARTY 2

WIT.	R/O	AGE	SEX	NAME	ADDRESS	PHONE NUMBER	PARTY NO
		AGE	SEX	NAME	ADDRESS	PHONE NUMBER	PARTY NO

PROP	NAME	ADDRESS	DAMAGED PROPERTY
	CITY OF IRWINDALE	5050 N IRWINDALE AVE, IRWINDALE, CA 91706	SIGNAL LIGHT

PRIMARY COLLISION FACTOR
LIST NUMBER (#) OF PARTY AT FAULT

- # A VC SECTION VIOLATED:
- # B OTHER IMPROPER DRIVING *
- X C OTHER THAN DRIVER *
- D UNKNOWN*
- E

WEATHER *(MARK 1 TO 2 ITEMS)*

- X A CLEAR
- B CLOUDY
- C RAINING
- D SNOWING
- E FOG/VISIBILITY
- F OTHER:*
- G WIND

LIGHTING

- A DAYLIGHT
- B DUSK - DAWN
- X C DARK - STREET LIGHTS
- D DARK - NO STREET LIGHTS
- E DARK - STREET LIGHTS NOT FUNCTIONING*

ROADWAY SURFACE

- A DRY
- B WET
- C SNOWY - ICY
- X D SLIPPERY (MUDDY, OILY, ETC.)

ROADWAY CONDITION(S) *(MARK 1 TO 2 ITEMS)*

- A HOLES, DEEP RUTS*
- B LOOSE MATERIAL ON ROADWAY*
- C OBSTRUCTION ON ROADWAY*
- D CONSTRUCTION - REPAIR ZONE
- E REDUCED ROADWAY WIDTH
- F FLOODED*
- X G OTHER*: DIESEL FUEL SPILL
- H NO UNUSUAL CONDITIONS

TRAFFIC CONTROL DEVICES

- X A CONTROLS FUNCTIONING
- B CONTROLS NOT FUNCTIONING*
- C CONTROLS OBSCURED
- D NO CONTROLS PRESENT/FACTOR*

TYPE OF COLLISION

- A HEAD-ON
- B SIDESWIPE
- C REAR END
- D BROADSIDE
- X E HIT OBJECT
- F OVERTURNED
- G VEHICLE / PEDESTRIAN
- H OTHER:*

MOTOR VEHICLE INVOLVED WITH

- A NON-COLLISION
- B PEDESTRIAN
- C OTHER MOTOR VEHICLE
- D MOTOR VEHICLE ON OTHER HIGHWAY
- E PARKED MOTOR VEHICLE
- F TRAIN
- G BICYCLE
- H ANIMAL:
- X I FIXED OBJECT: TRAFFIC TURN SIGNAL
- J OTHER OBJECT:

PEDESTRIAN'S ACTIONS

- X A NO PEDESTRIAN INVOLVED
- B CROSSING IN CROSSWALK AT INTERSECTION
- C CROSSING IN CROSSWALK - NOT AT INTERSECTION
- D CROSSING - NOT IN CROSSWALK
- E IN ROAD - INCLUDES SHOULDER
- F NOT IN ROAD
- G APPROACHING / LEAVING SCHOOL

1	2	SPECIAL INFORMATION
		A HAZARDOUS MATERIAL
		B CELL PHONE HANDHELD IN USE
		C CELL PHONE HANDSFREE IN USE
X		D CELL PHONE NOT IN USE
		E
		F
		G
		H
		I
		J
		K
		L
		M
		N
		O

1	2	OTHER ASSOCIATED FACTOR(S) *(MARK 1 TO 2 ITEMS)*
		A VC SECTION VIOLATION:
		B VC SECTION VIOLATION:
		E VISION OBSCUREMENT:
		F INATTENTION*
		G STOP & GO TRAFFIC
		H ENTERING / LEAVING RAMP
		I PREVIOUS COLLISION
		J UNFAMILIAR WITH ROAD
		K DEFECTIVE VEH. EQUIP.:
		L UNINVOLVED VEHICLE
		M OTHER*
X		N NONE APPARENT:
		O RUNAWAY VEHICLE

1	2	MOVEMENT PRECEDING COLLISION
		A STOPPED
		B PROCEEDING STRAIGHT
		C RAN OFF ROAD
X		D MAKING RIGHT TURN
		E MAKING LEFT TURN
		F MAKING U TURN
		G BACKING
		H SLOWING / STOPPING
		I PASSING OTHER VEHICLE
		J CHANGING LANES
		K PARKING MANEUVER
		L ENTERING TRAFFIC
		M OTHER UNSAFE TURNING
		N XING INTO OPPOSING LANE
		O PARKED
		P MERGING
		Q TRAVELING WRONG WAY
		R OTHER:*

1	2	SOBRIETY - DRUG / PHYSICAL *(MARK 1 TO 2 ITEMS)*
X		A HAD NOT BEEN DRINKING
		B HBD - UNDER INFLUENCE
		C HBD - NO UNDER INFLUENCE*
		D HBD - IMPAIRMENT UNKNOWN*
		E UNDER DRUG INFLUENCE*
		F IMPAIRMENT - PHYSICAL*
		G IMPAIRMENT NOT KNOWN
		H NOT APPLICABLE
		I SLEEPY / FATIGUED*

Destroy previous editions.

c55603-3.frp

MO. 11	DAY 1	YR. 23	1914	1934	804	23-15567	2 OF 5

1. SEE THE ATTACHED NARRATIVE.

2.

3.

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PREPARER'S NAME	I.D. NUMBER	MO.	DAY	YEAR	REVIEWER'S NAME	MO	DAY	YEAR
A. PENALOZA	804	11	2	23	SGT ARIAS	11	08	23

Destroy previous editions.

CS5803-3 frp

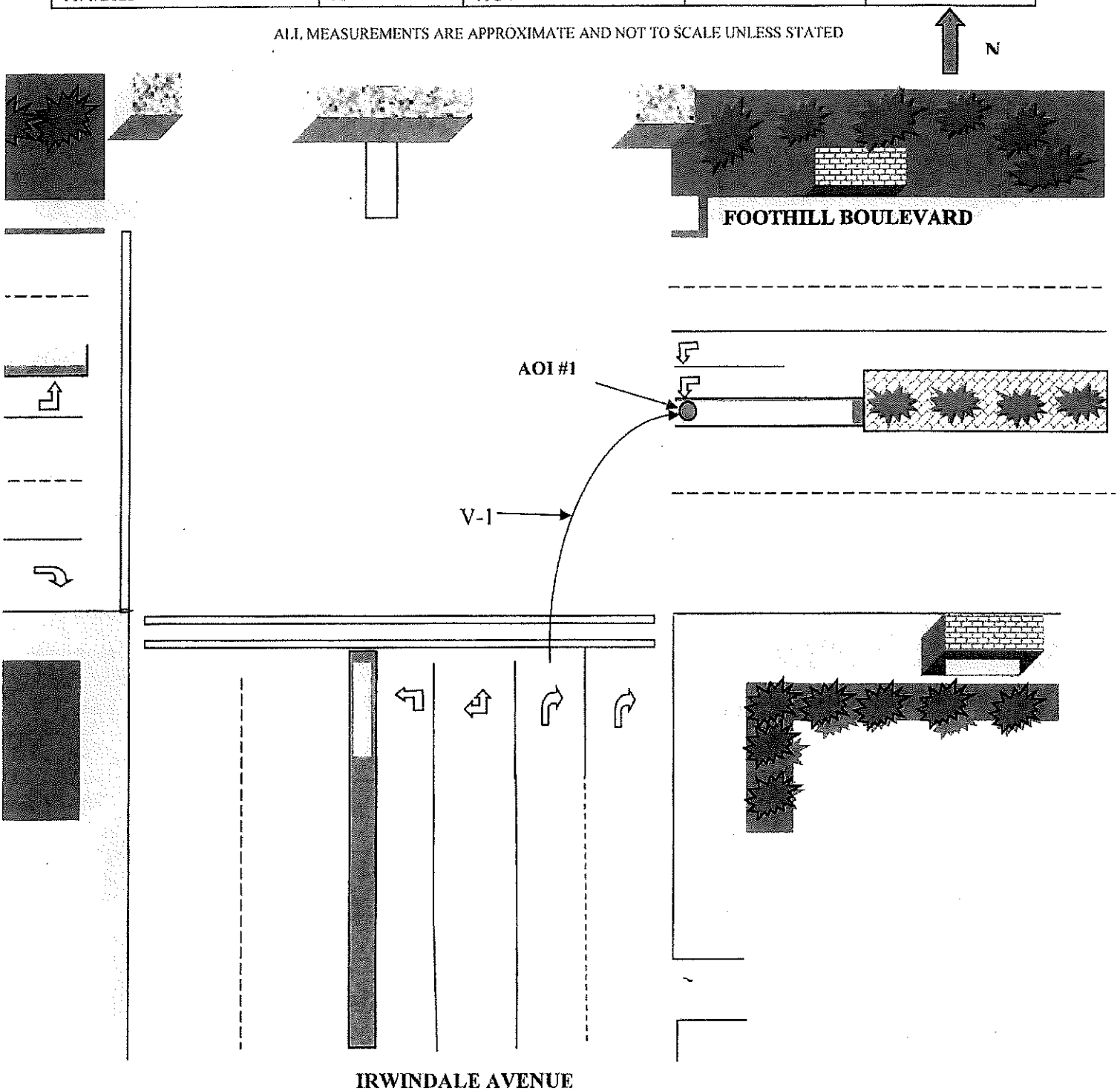
STATE OF CALIFORNIA

SKETCH DIAGRAM

CHP 555 Page 4(Rev. 8-97) OPI 042

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/1/2023	1914	1934	804	23-15563

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED



PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. PENALOZA	804	11/2/2023	SGT. ARIAS	11/08/23

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/1/2023	1914	1934	804	23-15563

NOTIFICATION:

On (Wednesday) 11/1/2023, Corporal J. Hardy #752 and I were dispatched to a call for service regarding a potential hazmat spill on the roadway northbound Irwindale Avenue, eastbound Foothill Boulevard. At about 1914 hours, we observed a disruption in the traffic pattern and discovered a traffic collision on Foothill Boulevard and Irwindale Avenue (16000 Foothill Boulevard, City of Irwindale). When we arrived, I contacted the driver (later identified as Silvia Sheehan). Sheehan said she was involved in a single-vehicle traffic collision.

STATEMENTS:

Party #1 Silvia Sheehan
The following is a summary of Party #1 statement:

Party #1 stated she was making a right turn eastbound on Foothill Boulevard from the #1 right turn lane of Irwindale Avenue when she collided with the center median turn signal. Party #1 said she felt her back tires lose friction to the pavement while turning right onto Foothill Boulevard. Party #1 said she pressed her brakes, but her vehicle did not stop and continued moving forward. Party #1 said her vehicle came to a complete stop after the vehicle collided with the center median turn signal on Foothill Boulevard. Party #1 declined medical attention at the scene.

AREAS OF IMPACT:

A.O.I. #1 (Party #1 v/s traffic signal)
A.O.I. #1 was determined to be about 36 ft. north of the south curb line of Foothill Boulevard and about 20 ft. east of the east curb line prolongation of Irwindale Avenue.

CAUSE:

Based on the physical evidence, Party #1 statement, and my observation, I believe the collision was caused by the hazard present on the roadway (Diesel fuel spill) that was not readily apparent to the drivers on the roadway.

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/1/2023	1914	1934	804	23-15563

OPINIONS AND CONCLUSIONS:

Based on Party #1 statement, it is my opinion that this traffic collision occurred when Party #1 made a right turn onto eastbound Foothill Boulevard from Irwindale Avenue. Party #1 lost control of her vehicle due to the reduced coefficient of friction of the roadway caused by a diesel fuel spill.

OTHER FACTS:

At the time of the collision, it was dark, and the hazard was not readily apparent to the drivers on the roadway. The Diesel fuel spill caused the coefficient of friction of the pavement to be lessened, resulting in the roadway becoming slippery.

I took photographs of the damaged vehicle. The photographs were later downloaded from a department digital camera and stored at the Irwindale Police Department in a separate file folder marked with this case number.

RECOMMENDATIONS:

No recommendations at the time of this report.

Officer A. Penaloza I.D. # 804

Approved By: M. ARIAS 744

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TRAFFIC COLLISION REPORT - Property Damage Only

CHP 555-03 (Rev. 7-03) OPI 065

Original to Officer; copy(ies) to involved party(ies)

SPECIAL CONDITIONS	HIT & RUN	CITY	JUDICIAL DISTRICT	NUMBER
NO ME	NO	IRWINDALE	WEST COVINA	23-153-63
	COUNTY: LOS ANGELES	REPORTING DISTRICT: 1934	BEAT: N1A	REPORTING OFFICER: A. PEÑALOZA
COLLISION OCCURRED ON: FOOTHILL BOULEVARD	MO. 11 DAY 1 YEAR 2023 TIME (2400) 1914	NCIC: 1934	OFFICER I.D.: 804	
[X] AT INTERSECTION WITH Or: 20 Feet/Miles E. of IRWINDALE AVENUE	DAY OF WEEK: WEDNESDAY	TOW AWAY: [ ] Yes [X] No	STATE HIGHWAY RELATED: [ ] Yes [X] No	

PARTY 1

DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIPMENT
Y2971311	CA	C	M	U

DRIVER [X] — NAME (FIRST, MIDDLE, LAST): SILVIA SHEEHAN — TELEPHONE NUMBER: [redacted]

PED [ ] — STREET ADDRESS: [redacted] (City) (State) (Zip Code)

PK VEH [ ] — SEX: F — RACE: W — BIRTHDATE: 11/10/60 — INSURANCE CARRIER: DRIVE INSURANCE — POLICY NUMBER: [redacted]

BICYCLE [ ] — DIR. TRAVEL: E — ON STREET OR HIGHWAY: FOOTHILL BOULEVARD — SPEED LIMIT: 45

OTHER [ ] — VEH. YEAR: 2011 — MAKE / MODEL / COLOR: BMW / 328I BLK — LICENSE NUMBER: [redacted] — STATE: CA — VEH. TYPE: 40

SHADE DAMAGED AREA



PARTY 1

(ALLIED AGENCY USE ONLY)
Report taken [X] Yes [ ] No
Exchange of information [ ] Yes [X] No

SEE THE ATTACHED SKETCH.

INDICATE NORTH

PARTY 2

DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIPMENT

DRIVER [ ] — NAME (FIRST, MIDDLE, LAST): — TELEPHONE NUMBER:

PED [ ] — STREET ADDRESS: (City) (State) (Zip Code)

PK VEH [ ] — SEX: — RACE: — BIRTHDATE: — INSURANCE CARRIER: — POLICY NUMBER:

BICYCLE [ ] — DIR. TRAVEL: — ON STREET OR HIGHWAY: — SPEED LIMIT:

OTHER [ ] — VEH. YEAR: — MAKE / MODEL / COLOR: — LICENSE NUMBER: — STATE: — VEH. TYPE:

SHADE DAMAGED AREA



PARTY 2

WIT.	R/O	AGE	SEX	NAME	ADDRESS	PHONE NUMBER	PARTY NO.
[ ]	[ ]						
[ ]	[ ]	AGE	SEX	NAME	ADDRESS	PHONE NUMBER	PARTY NO.

PROP. [ ] — NAME: CITY OF IRWINDALE — ADDRESS: 5050 N IRWINDALE AVE, IRWINDALE, CA 91706 — DAMAGED PROPERTY: SIGNAL LIGHT

PRIMARY COLLISION FACTOR
LIST NUMBER (#) OF PARTY AT FAULT

- # A VC SECTION VIOLATED:
- # B OTHER IMPROPER DRIVING *
- X C OTHER THAN DRIVER *
- D UNKNOWN*
- E

WEATHER (MARK 1 TO 2 ITEMS)

- X A CLEAR
- B CLOUDY
- C RAINING
- D SNOWING
- E FOG/VISIBILITY
- F OTHER:*
- G WIND

LIGHTING

- A DAYLIGHT
- B DUSK - DAWN
- X C DARK - STREET LIGHTS
- D DARK - NO STREET LIGHTS
- E DARK - STREET LIGHTS NOT FUNCTIONING*

ROADWAY SURFACE

- A DRY
- B WET
- C SNOWY - ICY
- X D SLIPPERY (MUDDY, OILY, ETC.)

ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)

- A HOLES, DEEP RUTS*
- B LOOSE MATERIAL ON ROADWAY*
- C OBSTRUCTION ON ROADWAY*
- D CONSTRUCTION - REPAIR ZONE
- E REDUCED ROADWAY WIDTH *
- F FLOODED*
- A G OTHER*: DIESEL FUEL SPILL
- J H NO UNUSUAL CONDITIONS

TRAFFIC CONTROL DEVICES

- X A CONTROLS FUNCTIONING
- B CONTROLS NOT FUNCTIONING*
- C CONTROLS OBSCURED
- D NO CONTROLS PRESENT/FACTOR*

TYPE OF COLLISION

- A HEAD-ON
- B SIDESWIPE
- C REAR END
- D BROADSIDE
- X E HIT OBJECT
- F OVERTURNED
- G VEHICLE / PEDESTRIAN
- H OTHER:*

MOTOR VEHICLE INVOLVED WITH

- A NON-COLLISION
- B PEDESTRIAN
- C OTHER MOTOR VEHICLE
- D MOTOR VEHICLE ON OTHER HIGHWAY
- E PARKED MOTOR VEHICLE
- F TRAIN
- G BICYCLE
- H ANIMAL:
- X I FIXED OBJECT: TRAFFIC TURN SIGNAL
- J OTHER OBJECT:

PEDESTRIAN'S ACTIONS

- X A NO PEDESTRIAN INVOLVED
- B CROSSING IN CROSSWALK AT INTERSECTION
- C CROSSING IN CROSSWALK - NOT AT INTERSECTION
- D CROSSING - NOT IN CROSSWALK
- E IN ROAD - INCLUDES SHOULDER
- F NOT IN ROAD
- G APPROACHING / LEAVING SCHOOL

SPECIAL INFORMATION

1	2	
		A HAZARDOUS MATERIAL
		B CELL PHONE HANDHELD IN USE
		C CELL PHONE HANDSFREE IN USE
X		D CELL PHONE NOT IN USE
		E
		F
		G
		H
		I
		J
		K
		L
		M
		N
		O

OTHER ASSOCIATED FACTOR(S) (MARK 1 TO 2 ITEMS)

- A VC SECTION VIOLATION:
- B VC SECTION VIOLATION:
- E VISION OBSCUREMENT:
- F INATTENTION*
- G STOP & GO TRAFFIC
- H ENTERING / LEAVING RAMP
- I PREVIOUS COLLISION
- J UNFAMILIAR WITH ROAD
- K DEFECTIVE VEH. EQUIP.:
- L UNINVOLVED VEHICLE
- M OTHER*:
- X N NONE APPARENT:
- O RUNAWAY VEHICLE

MOVEMENT PRECEDING COLLISION

1	2	
		A STOPPED
		B PROCEEDING STRAIGHT
		C RAN OFF ROAD
X		D MAKING RIGHT TURN
		E MAKING LEFT TURN
		F MAKING U TURN
		G BACKING
		H SLOWING / STOPPING
		I PASSING OTHER VEHICLE
		J CHANGING LANES
		K PARKING MANEUVER
		L ENTERING TRAFFIC
		M OTHER UNSAFE TURNING
		N XING INTO OPPOSING LANE
		O PARKED
		P MERGING
		Q TRAVELING WRONG WAY
		R OTHER:*

SOBRIETY - DRUG / PHYSICAL (MARK 1 TO 2 ITEMS)

1	2	
X		A HAD NOT BEEN DRINKING
		B HBD - UNDER INFLUENCE
		C HBD - NO UNDER INFLUENCE*
		D HBD - IMPAIRMENT UNKNOWN*
		E UNDER DRUG INFLUENCE*
		F IMPAIRMENT - PHYSICAL*
		G IMPAIRMENT NOT KNOWN
		H NOT APPLICABLE
		I SLEEPY / FATIGUED*

Destroy previous editions.

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MO. 11 DAY 1 YR. 23	1914	1934	804	23-15567	2 OF 5

1. SEE THE ATTACHED NARRATIVE.
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PREPARER'S NAME	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR
A. PENALOZA	804	11 2 23	SGT. ARIAS	11/08/23

Destroy previous editions.

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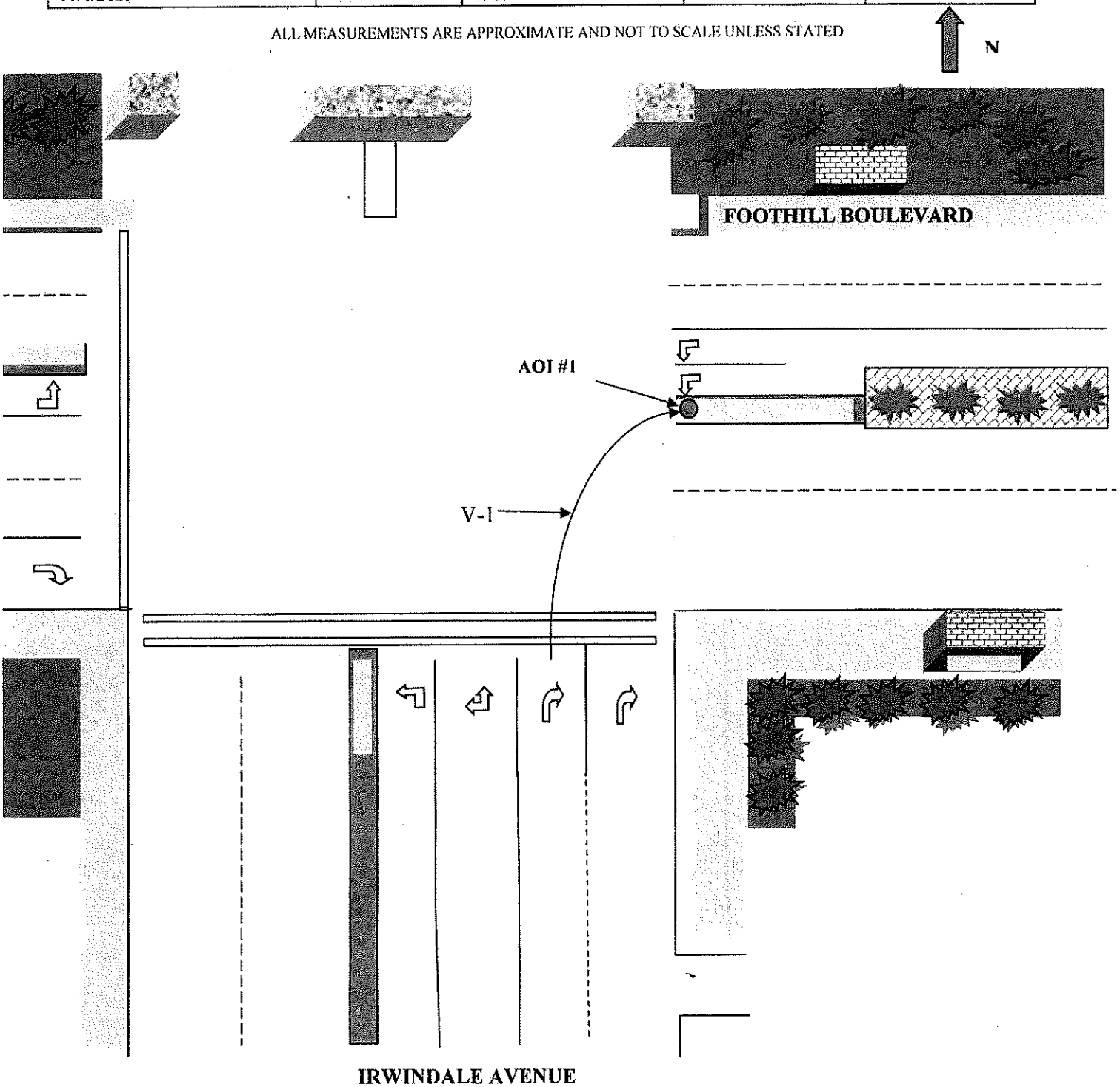
STATE OF CALIFORNIA

SKETCH DIAGRAM

CHP 555 Page 4(Rev. 8-97) OPI 042

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/1/2023	1914	1934	804	23-15563

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED



PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. PENALOZA	804	11/2/2023	SGT. ARIAS	11/08/23

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/1/2023	1914	1934	804	23-15563

NOTIFICATION:

On (Wednesday) 11/1/2023, Corporal J. Hardy #752 and I were dispatched to a call for service regarding a potential hazmat spill on the roadway northbound Irwindale Avenue, eastbound Foothill Boulevard. At about 1914 hours, we observed a disruption in the traffic pattern and discovered a traffic collision on Foothill Boulevard and Irwindale Avenue (16000 Foothill Boulevard, City of Irwindale). When we arrived, I contacted the driver (later identified as Silvia Sheehan). Sheehan said she was involved in a single-vehicle traffic collision.

STATEMENTS:

Party #1 Silvia Sheehan
The following is a summary of Party #1 statement:

Party #1 stated she was making a right turn eastbound on Foothill Boulevard from the #1 right turn lane of Irwindale Avenue when she collided with the center median turn signal. Party #1 said she felt her back tires lose friction to the pavement while turning right onto Foothill Boulevard. Party #1 said she pressed her brakes, but her vehicle did not stop and continued moving forward. Party #1 said her vehicle came to a complete stop after the vehicle collided with the center median turn signal on Foothill Boulevard. Party #1 declined medical attention at the scene.

AREAS OF IMPACT:

A.O.I. #1 (Party #1 v/s traffic signal)
A.O.I. #1 was determined to be about 36 ft. north of the south curb line of Foothill Boulevard and about 20 ft. east of the east curb line prolongation of Irwindale Avenue.

CAUSE:

Based on the physical evidence, Party #1 statement, and my observation, I believe the collision was caused by the hazard present on the roadway (Diesel fuel spill) that was not readily apparent to the drivers on the roadway.

Officer A. Penaloza I.D. # 804

Approved By: AR/AS 744

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/1/2023	1914	1934	804	23-15563

OPINIONS AND CONCLUSIONS:

Based on Party #1 statement, it is my opinion that this traffic collision occurred when Party #1 made a right turn onto eastbound Foothill Boulevard from Irwindale Avenue. Party #1 lost control of her vehicle due to the reduced coefficient of friction of the roadway caused by a diesel fuel spill.

OTHER FACTS:

At the time of the collision, it was dark, and the hazard was not readily apparent to the drivers on the roadway. The Diesel fuel spill caused the coefficient of friction of the pavement to be lessened, resulting in the roadway becoming slippery.

I took photographs of the damaged vehicle. The photographs were later downloaded from a department digital camera and stored at the Irwindale Police Department in a separate file folder marked with this case number.

RECOMMENDATIONS:

No recommendations at the time of this report.

Officer A. Penaloza I.D. # 804

Approved By: M. ARIAS 744

Item #20.E.

City of IRWINDALE
AGENDA REPORT

Date: July 24, 2024

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
Honorable Chair and Members of the Reclamation Authority Board

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

Issue: Investment Quarterly Report for Fiscal Quarter Ending June 30, 2024. (Joint item for all agencies)

City Manager's Recommendation:

That the City Council, Successor Agency Board, Housing Authority and Reclamation Authority Boards receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2024.

Administrative Action:

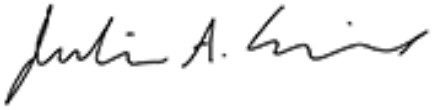
Submitted / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

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

The attached Investment Report summarizes the cash balances and investments as of June 30, 2024, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is scheduled to meet on July 24, 2024, also. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

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

Attachments:

1. City of Irwindale Investment Report - June 30, 2024

CITY OF IRWINDALE
INVESTMENT REPORT
June 30, 2024

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BMO & WF GENERAL ACCOUNTS	$ 4,144,180	2.01%			$ 4,144,180	
WF MONEY MARKET ACCOUNT	$ 1,714,452	5.17%			$ 1,714,452	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 24,786,916				$ 24,695,602	
US GOVERNMENT AGENCIES						
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	$ 3,000,000	0.90%	06/15/21	06/15/26	$ 2,782,291	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,769,786	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,637,237	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,637,744	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.52%	07/28/21	01/28/25	4,860,603	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,613,197	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,636,060	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	982,548	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	979,529	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	931,045	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	2,000,000	5.25%	10/20/23	10/18/28	2,002,618	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.26%	11/28/23	08/28/24	991,663	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.23%	11/28/23	10/11/24	999,101	Aaa / AA+
FEDERAL FARM CREDIT Bank (FFCB)	1,000,000	4.94%	11/28/23	07/28/25	997,920	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.04%	12/13/23	09/20/27	999,177	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,000,000	5.22%	12/13/23	11/15/28	998,248	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	4.91%	12/18/23	12/12/28	998,442	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.29%	12/21/23	12/21/28	999,054	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,000,000	4.30%	02/05/24	01/30/29	986,011	Aaa / AA+
Sub-Total US Government Agencies:	$ 46,000,000				$ 43,802,274	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	$ 1,000,000	4.30%	01/09/23	10/01/26	$ 1,013,357	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	947,704	Aa1 / AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	956,802	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	908,189	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	956,802	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	1,946,066	Aa2 / AA
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,471,795	Aa3 / AA-
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,750,361	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,277,427	A / A2
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	965,284	A / A2
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	907,251	Aa2 / AA
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	953,984	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,299,990	AA/AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	899,396	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	928,943	Aa2 / AA-
Sub-Total Municipal Bonds:	$ 18,500,000				$ 17,183,351	
CORPORATE BONDS						
WELLS FARGO & COMPANY	$ 2,000,000	6.25%	10/21/22	10/21/27	$ 2,005,329	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	945,303	A1 / A+
JP MORGAN CHASE BANK	1,000,000	6.05%	12/14/23	12/10/25	981,423	A1 / A-
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	1,987,926	A1 / A-
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,400,748	Aaa / AA+
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,446,205	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	968,039	Aaa / AAA
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	950,576	A2 / A
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	974,801	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	946,896	A1 / BBB+
	$ 13,000,000				$ 12,607,246	
CERTIFICATES OF DEPOSIT						
APEX BANK	$ 245,000	3.153 %	08/31/22	08/30/24	$ 244,100	FDIC Insured
JP MORGAN CHASE BANK	245,000	3.40 %	08/31/22	08/30/24	244,154	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	239,990	FDIC Insured
UBS BANK USA	245,000	3.40 %	08/31/22	09/02/25	240,156	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	235,366	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	234,977	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	234,977	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	237,252	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	234,969	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	239,679	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	238,498	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	234,944	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	234,943	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	238,272	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	234,228	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	234,954	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	243,342	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	248,980	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	250,025	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	243,279	FDIC Insured
FIDELITY CO-OPERATIVE BANK	245,000	5.25 %	07/28/23	07/28/28	245,127	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	247,770	FDIC Insured
BANK HAPOALIM BM NY	245,000	5.30 %	11/20/23	05/20/25	245,012	FDIC Insured
BANK OF AMERICA, N.A.	245,000	5.30 %	11/22/23	11/24/25	245,746	FDIC Insured
SAUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	244,808	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	246,499	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	251,759	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	244,954	FDIC Insured
CROSSFIT BANK	245,000	5.20 %	04/05/24	01/06/25	244,744	FDIC Insured
US BANK NA CINCINNATI	245,000	5.00 %	04/05/24	04/06/26	243,654	FDIC Insured
TEXAS EXCHANGE BANK	245,000	5.10 %	04/05/24	04/05/29	245,138	FDIC Insured
Sub-Total Certificates of Deposit:	$ 7,595,000				$ 7,492,296	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	$ 1,000,000	4.36%	04/05/24	03/27/29	$ 997,260	Aaa / AAA
Sub-Total Supranationals:	$ 1,000,000				$ 997,260	
Total City of Irwindale Investments (Pooled Funds):	**$116,740,548**				**$ 112,636,661**	
HOUSING AUTHORITY (Funds 11 & 12)						
BMO & WF GENERAL ACCOUNTS	$ 1,526,846	2.01%			$ 1,526,846	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,935,418	0.00%			5,913,552	
	$ 7,462,264				$ 7,440,398	
SUCCESSOR AGENCY (Funds 50-66)						
BMO & WF GENERAL ACCOUNTS	$ 1,277,871	2.01%			$ 1,277,871	
BANK OF THE WEST MONEY MARKET ACCOUNT	0				0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	6,887,065	0.00%			6,861,693	
	$ 8,164,936				$ 8,139,564	
GRAND TOTAL OF INVESTMENTS	**$132,367,748**				**$ 128,216,624**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 12, 2024.
The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **1.63** years, and the weighted average yield of the City's pooled investments at cost is **2.18%.** Market prices of securities are obtained directly through Bank Statements. Due to timing, BMO Bank (formerly known as Bank of the West) and Wells Fargo Bank ("WF") General Account balances are combined and pre-reconciled and yield rates are based on negotiated earnings credit.

Approved by _____ Kambiz Borhani, Finance Director / City Treasurer

Item #20.F.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for Construction of the Aquatic Center Swimming Pool Renovation Project; P-1062

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with Blue Star Pools, Inc. in the amount of $611,886.69 for the Aquatic Center Swimming Pool Renovation Project; (2) approve a 10% construction contingency on the City of Irwindale's portion of the project in the amount of $61,188.67 to cover any unforeseeable conditions that may arise during construction

Administrative Action:

Submitted/Prepared by:

Eddie Chan, Director of Engineering/Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Irwindale Aquatic Center - Pool Renovation Project is identified in the City's Capital Improvement Program (CIP). The Aquatic Center swimming pool was built in 1987. In 2022, the City hired Aquatic

Design Group to perform an audit of the Irwindale Aquatic Center, and an audit report was submitted to the City. The report provides a summary of the facility's existing conditions, code violations, deficiencies, and proposed improvements for rehabilitation of the swimming pools and equipment.

The general scope of the project will include (1) removal and replacement of the existing main pool plaster and tiles; (2) main pool deck replacement; (3) main pool ADA compliant accessibility modification; (4) main pool safety markers replacement; (5) main pool gutter and surge tank waterproofing; (6) removal and replacement of the existing underwater light fixtures with LED upgrade; (7) springboard replacement/refinishing; and (8) installation of a new ADA compliant pool lift.

On June 24 and July 1, 2024, a Notice Inviting Bids for the project was advertised in the San Gabriel Valley Tribune. The final submission date for bids on PlanetBids was July 16, 2024 at 10:30 am. The City received (5) bids with the following results:

	Contractor	**Bid Amount**
1	Blue Star Pools, Inc.	$ 611,886.69
2	National Pools, Inc.	$ 914,980.00
3	Condor, Inc.	$ 993,000.00
4	California Waters, Inc.	$ 1,052,206.00
5	California Commercial Pools, Inc.	$ 1,132,000.00

Staff reviewed the bid proposals and found Blue Star Pools, Inc. to be the lowest responsible bidder with a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public works contracts, and having good references.

Staff recommends the contract be awarded to Blue Star Pools, Inc. in the amount of $611,886.69 for the Aquatic Center Swimming Pool Renovation Project.

The attached contract agreement and cooperative agreement have been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

Funding for this project has been budgeted in the FY 2024-2025 budget for the Swimming Pool Facility & Lift Remodel Project (Account No. 48-80-800-45200-8229). The total cost for this Project is $673,075.36 ($611,886.69 + $61,188.67 (10% Construction Contingency)). There is sufficient funding for the Aquatic Center Swimming Pool Renovation Project.

Attachments:

1. Award of Contract for Construction of Aquatic Center Swimming Pool Renovation Project; P-1062

Project Name/No.: Irwindale Aquatic Center – Main Swimming Pool Renovation Project; P-1062

Approved: _____

PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND BLUE STAR POOLS, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 24th day of July, 2024, by and between the City of Irwindale, a California charter city ("**City**") and Blue Star Pools, Inc., 3857 Birch Street Suite 241, Newport Beach, CA 92660 ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

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

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

1.2 Incorporation of Green Book.

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

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Discovery of Unknown Conditions.

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

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

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

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

1.7 Unidentified Utilities.

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

1.8 Trench Excavation.

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

1.9 Protection and Care of Work and Materials.

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

1.10 Warranty.

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

1.11 Additional Work and Change Orders.

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

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works Engineering or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

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

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

1.12 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Six Hundred Eleven Thousand Eight Hundred Eighty-Six Dollars and 69 Cents ($611,886.69) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

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

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

2.3 Payment.

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

Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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

2.4 Retention.

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

2.5 Waiver.

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

2.6 Substitution of Securities.

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

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within Eighty-Five (85) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. The Eighty-Five (85) working days are divided into forty (40) working days for Pre-Construction activities and forty-five (45) working days for Construction activities. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has

been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Blake Farris President

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

4.2 Status of Contractor.

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

4.3 Project Manager.

The Project Manager shall be Eddie Chan or any other person as may be designated by the City's Director of Public Works Engineering or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works Engineering or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and

property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

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

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

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

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

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

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits

maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Payment Bonds.

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

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

5.7 Release of Securities.

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

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

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

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

7.1 California Law.

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

7.2 Default of Contractor.

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

7.3 Suspension and Termination.

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

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

7.4 Dispute Resolution Process.

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

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

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

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

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

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

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

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

(iv) Statement of grounds for the claim.

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

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

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

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

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

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

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

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

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

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

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

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

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

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in

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

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

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

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

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

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

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

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

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may

change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or

other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California charter city

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONTRACTOR:

___Blue Star Pools, Inc._____

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: Blue Star Pools, Inc
3857 Birch St, Suite 241
Newport Beach, CA 92660

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

I. Contractor will perform construction services related to the Irwindale Aquatic Center – Main Swimming Pool Renovation Project, which is identified in the City's Capital Improvement Program, in accordance with the City's plans and specifications and as set forth in the Contractor's Bid Documents which are incorporated herein by this reference as though set forth in full, including, but not limited to, the following summary (herein after referred to collectively as "Services"):

II. As part of the Construction Services, Contractor will deliver the following tangible work products to the City:

- **A.** Pre-construction Permitting Process and Approvals from Various Agencies (Building & Safety, LA County Health Department & etc.)
- **B.** Mobilization
- **C.** Demolition, Removal, Disposal & Site Preparation of Pool Plaster and Deck Replacement
- **D.** Main Pool Replastering, Tile Replacement and Includes All Necessary Items to Fully Replaster the Swimming Pool
- **E.** Main Pool Deck Replacement
- **F.** Main Pool ADA Compliant Accessibility Modification
- **G.** Main Pool Safety Markers Replacement
- **H.** Main Pool Drain Covers Replacement
- **I.** Main Pool Gutter Waterproofing/Replastering
- **J.** Surge Tank Waterproofing/Replastering
- **K.** Remove and Replace All Existing Pool Underwater Light Fixtures with Underwater LED Light Fixtures
- **L.** Springboard/Diving Boards & Tower Refinishing
- **M.** Furnish and Install ADA Compliant Pool Lift with 450 LB Lifting Capacity
- **N.** Structural Engineer & Civil Engineer Design Necessary to Construct the Project. (Deck Replacement and ADA Compliance Accessibility Modification)
- **O.** Swimming Pool Start-Up Process 30 Calendar days

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT C

SCHEDULE OF COMPENSATION

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

BID SCHEDULE:

IRWINDALE AQUATIC CENTER - MAIN SWIMMING POOL RENOVATION PROJECT:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Pre-construction Permitting Process and Approvals from Various Agencies (Building & Safety, LA County Health Department & etc.)	1	LS	$7683.22	$7683.22
2	Mobilization	1	LS	$23,551.87	$23,551.87
3	Demolition, Removal, Disposal & Site Preparation of Pool Plaster and Deck Replacement	1	LS	$77,042.88	$77,042.88
4	Main Pool Replastering, Tile Replacement and Includes All Necessary Items to Fully Replaster the Swimming Pool	1	LS	$155,464.38	$155,464.38
5	Main Pool Deck Replacement	1	LS	$137,852.00	$137,852.00
6	Main Pool ADA Compliant Accessibility Modification	1	LS	$4,995.12	$4,995.12
7	Main Pool Safety Markers Replacement	1	LS	$14,985.54	$14,985.54
8	Main Pool Drain Covers Replacement	1	LS	$11,488.50	$11,488.50
9	Main Pool Gutter Waterproofing/Replastering	1	LS	$30,569.40	$30,569.40

10	Surge Tank Waterproofing/Replastering	1	LS	$18,381.60	$18,381.60
11	Remove and Replace All Existing Pool Underwater Light Fixtures with Underwater LED Light Fixtures	1	LS	$35,964.32	$35,964.32
12	Springboard/Diving Boards & Tower Refinishing	3	EA	$16,983.07	$50,949.23
13	Furnish and Install ADA Compliant Pool Lift with 450 LB Lifting Capacity	1	EA	$25,974.68	$25,974.68
14	Structural Engineer & Civil Engineer Design Necessary to Construct the Project. (Deck Replacement and ADA Compliance Accessibility Modification)	1	LS	$4,995.84	$4,995.84
15	Swimming Pool Start-Up Process 30 Calendar days	1	LS	$11,988.11	$11,988.11

TOTAL BID AMOUNT FOR IRWINDALE AQUATIC CENTER - MAIN SWIMMING POOL RENOVATION PROJECT:

$ $611,886.69

Six Hundred Eleven Thousand Eight Hundred and Eighty-Six Dollars and Sixty-Nine Cents

(TOTAL BID AMOUNT WRITTEN IN WORDS)

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

A. Line items for all personnel describing the work performed.

B. Line items for all materials and equipment properly charged to the Project.

C. Line items for the price and quantity of all materials, equipment and work.

D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed $611,886.69 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

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

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

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

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

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

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT E

PAYMENT BOND

PROJECT NO. _____

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

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

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

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

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

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

Item #20.G.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Receive and Appropriate grant funds from the United States Department of Justice, Bureau of Justice Assistance, Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

City Manager's Recommendation:

Adopt Resolution No. 2024-60-3537 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL GRANT FUNDS FOR USE BY THE POLICE DEPARTMENT AND APPROPRIATING A MATCH OF FUNDS"

Administrative Action:

Submitted/Prepared by:

Chris Hofford, Chief of Police

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Irwindale Police Department staff applied for and received approval for grant funding for the specific

purpose of purchasing body-worn cameras. The Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program grant is administered by the United States Department of Justice, Bureau of Justice Assistance. Its purpose is to assist smaller law enforcement agencies in the acquisition and deployment of body-worn cameras. These cameras are expensive, however they are one of the most important tools available to document encounters between law enforcement officers and the public.

Funds from this grant will be combined with two other sources of funding for the purchase of body-worn and in-car camera systems. First, $200,000.00 has previously been appropriated by the office of Senator Susan Rubio and is administered by the San Gabriel Valley Council of Governments. City Council has previously approved receipt and appropriation of these funds on May 8, 2024, under Resolution 2024-32-3509. Second, $60,000.00 as proposed in this agenda report and proposed resolution 2024-60-3537. Third, staff recommends funding the remaining $21,565.05 from the city's federal asset forfeiture funds, previously received and appropriated by City Council on February 14, 2024, under resolution 2024-10-3487. The proposed line item for funding is 16-35-370-44500-0000.

The grant requires a $60,000.00 match from the City. This requirement will be met with the expenditure of the $200,000.00 senate appropriation.

The grant and senate appropriation funding sources are reimbursement funds, meaning that the City must spend the funds locally first and then submit for reimbursement from each funding source. Therefore, staff requests such appropriations and will submit all required paperwork to receive reimbursements at the earliest opportunity.

Fiscal Impact:

Approving Resolution No. 2024-60-3537 will authorize the city to amend the Fiscal Year 2024-2025 Adopted Budget, by accepting $60,000 grant funds from the United States Department of Justice, Bureau of Justice Assistance, Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program, and appropriating the same amount in PD proper expenditure account to purchase the said equipment.

Attachments:

1. SRT_Contract Irwindale Police Department CA
2. Resolution No. 2024-60-3537

DocuSign Envelope ID: FC50EF8B-1D4C-4160-82DD-9A49BF7EE29E

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Irwindale Police Department
And

Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
Name:	Irwindale Police Department
Address:	5050 N. Irwindale Avenue Irwindale, CA 91706
Award Number	47356481
Federal Identification Number	95-6005899
Micro-grantee UEI	E9J2S6RNLAC1
Program Period: Start Date - End Date	01/01/2023-12/31/2025
Total Amount of the Federal Award	$ 60,000.00
Match Amount	$ 60,000.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Irwindale Police Department. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special- Conditions.pdf.

Should Irwindale Police Department accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com, 888-235-0565	Typed Name and Title of Authorized Subrecipient Official Christopher P. Hofford Chief of Police
Signature of Approving Official Shellie Solomon	Signature of Authorized Subrecipient Official Christopher P. Hofford
Date: 5/2/2024	Date: 3/27/2024

Federal Award Number: 2020-BC-BX-K001, October 1, 2020, C.F.D.A. No: 16.835. **Federal Award Project Description:** The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

1) **Body-worn Camera ("BWC") Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ's Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee's BWC policy is approved in writing by JSS.

   a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee's executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or

   b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.

2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.

3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:

   a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity."

   b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.

   c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.

   d) Any consultant rate in excess of $650 per day unless approved in writing by JSS prior to expenditure.

4) **Audit and monitoring:**

   a) Should Micro-grantee's audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.

   b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including:
      i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
      ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

   Failure to cooperate with BJA's or JSS's grant monitoring activities may result in sanctions affecting Micro-grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.

5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

   For additional details about these requirements, see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

   Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

   If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.

5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either:

   a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or

   b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

   As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

   A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.

7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a "procurement transaction"), micro-grantee must not discriminate against any person or business because of their status as an "associate of the federal government" (or because a person or entity is affiliated or owned by such an associate). A person or entity is an "associate of the federal government" if they are engaged or employed (in the past or at present) by or on behalf of the federal government-as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise-in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:

   a) Severe forms of trafficking in persons

   b) Procurement of a commercial sex act

   c) Use of forced labor in the performance of the Subgrant

   d) Acts that directly support or advance trafficking in persons.

   Examples are included in Section B at this website: https://ojp.gov/funding/explore/prohibitedconduct-trafficking

   Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:

   a) Trainers comply with the law and cannot discriminate.

   b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.

   c) Trainers must be well-qualified in the subject area.

   d) Trainers must demonstrate highest standards of professionalism.

   Details about these requirements can be found here: https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html.

10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR42 Subpart E if Micro-grantee is required to have such a program.

As of July 19, 2023, micro-grantees with awards greater than $25,000 must comply with the EEOP requirements. The Office of Civil Rights no longer accepts or approves sub-recipient Certification/Verification of Exemption Forms. Instead sub-recipients must complete the Verification Forms and Utilization Reports in the EEOP Report Builder found at https://eeop.ocr.ojp.gov/certsub/homepage. Forms must be submitted to JSS through the Grant Application portal prior to receipt of payment.

11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.

12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.

16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.

17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

20) **Verification of employee authorization to work in the United States:** This Subgrant requires that your organization take certain steps to ensure that every person whose salary is paid for in any part, no matter how small, with funds from this Subgrant, is eligible to work in the United States. This is a requirement of federal law 8 U.S.C. 1324a(a)(1) and (2). The U.S. Department of Justice requires that you do certain things to comply with this requirement. These things are:

a) Verify that every employee whose salary is paid for in any part, no matter how small, with funds from this Subgrant is eligible for employment in the United States.

   i. You can do this by completing the federal form I-9 for each employee and checking and making copies of the documents that form requires. You can also do this by using the federal E-Verify system. You can sign up for E-Verify by going to www.e-verify.gov.

   ii. For people you are hiring, you must verify their employment eligibility before you hire them. For those already hired, you must verify their employment eligibility immediately if you have not done so already.

b) Notify all people involved in Subgrant activities for your organization (which includes employees involved in the hiring process) about this requirement to verify employment eligibility and about the federal law that makes it illegal to hire or keep someone on staff who is not authorized to work in the United States.

c) Provide training to all people involved in Subgrant activities for your organization (which includes employees involved in the hiring process) about these requirements.

d) Keep all records of employment eligibility verifications—this includes E-Verify verifications, Form I-9's, copies of identifications, passports, social security cards, lawful permanent resident cards and all other documentation used to verify employment.

21) **Excess compensation:** Funds from this micro-grant may not be used to pay cash compensation (salary plus bonuses) to any employee of micro-grantee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year—effective January 2022, this maximum annual salary is $203,700. (Micro-grantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

RESOLUTION NO. 2024-60-3537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL GRANT FUNDS FOR USE BY THE POLICE DEPARTMENT AND APPROPRIATING A MATCH OF FUNDS

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking outside funding sources to supplement the Police Department budget; and

WHEREAS, the City of Irwindale Police Department has applied for grant funding through the United States Department of Justice, Bureau of Justice Assistance, Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program; and

WHEREAS, the Irwindale Police Department has received approval to receive $60,000 in grant funds for the specified purpose of purchasing body-worn cameras; and

WHEREAS, the Irwindale Police Department desires to accept the $60,000 grant funding and appropriate the same matching amount for the purchase of body-worn cameras used by the patrol officers.

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

SECTION 1. Federal grant funds obtained through the United States Department of Justice, Bureau of Justice Assistance, Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program, in the amount of $60,000.00 are approved, and the City Council authorizes and approves acceptance of this amount for the said purchase.

SECTION 2. The City Council hereby approves an appropriation of $60,000 matching amount to the Irwindale Police Department proper expenditure account to be used for the purchase of said equipment.

SECTION 3. The City Manager, Chief of Police, and/or Director of Finance are hereby authorized to take all necessary steps to implement the intent of this resolution and execute any necessary grant documents and approvals. All previous actions taken are hereby ratified and approved.

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 24th day of July, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing
Resolution No. 2024-60-3537 was duly adopted by the City Council of the City of Irwindale at a
regular meeting thereof held on the 24th day of July 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #20.H.

City of IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for Purchase of Body-Worn and In-Car Camera Systems and Related Services

City Manager's Recommendation:

That the City Council approve and authorize the City Manager to enter into a five-year agreement with LensLock for the purchase of body-worn and in-car cameras, related equipment and services.

Administrative Action:

Submitted / Prepared by:

Chris Hofford, Chief of Police

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Body-worn and in-car cameras have become ubiquitous in modern law enforcement. Cameras are one of the most important tools that police have to produce evidence and document encounters with the public. Camera footage provides a neutral record of police encounters that is useful in criminal and civil court proceedings as well as internal administrative investigations.

The Irwindale Police Department (IPD) first identified the need for in-car cameras in 2007. In 2012, IPD tested and evaluated products from several vendors, ultimately recommending WatchGuard Video as the preferred vendor. The City Council approved the purchase and in-car cameras were installed in 2013.

IPD has never equipped its officers with body-worn cameras. Each camera system (in-car and body-worn) serves a critical function. In-car cameras record wide-angle video of the front of patrol vehicles. Body-worn cameras record first-person views of encounters from the perspective of the police officers wearing them. While it is important to keep in mind that cameras do not record everything that officers see, nor do officers necessarily see everything during encounters that cameras record, the fact remains that camera footage is by far the best tool available to provide video and audio records of such encounters.

IPD staff have conducted a study of the top contemporary providers of in-car and body-worn camera systems. Staff have discovered that only one such provider, LensLock, includes redaction services performed by their staff. Other providers do not provide this service; they only offer redaction software that IPD personnel would have to use to perform redactions. As such, LensLock is the sole provider of the needed cameras along with redaction services.

IPD staff strongly believe that in-car and body-worn cameras should be produced by the same manufacturer and thereby be based on the same infrastructure. Modern police camera systems are cloud-based on commercial computer servers approved by the Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation, the federal Department of Justice body that accredits the security of such systems nationwide. A fully cloud-based infrastructure will also streamline the process of submitting digital evidence to the Los Angeles County District Attorney's Office for criminal prosecutions as they have provided an online evidence submission portal at no cost to cities.

Therefore, IPD staff recommends the purchase and deployment of LensLock in-car and body-worn camera systems to equip officers with body-worn cameras and to upgrade and replace the legacy server-based WatchGuard in-car system currently in use.

Attached to this Agenda Report is LensLock's purchase and service quote and Government Obligation Contract for a five-year term.

Fiscal Impact:

The total cost for the purchase of the cameras and a five-year service term is $281,565.05. Funding for this purchase is proposed as follows: **1)** $200,000 budget appropriation from General Fund (GL Acct. 01-35-353-44500-0000) previously approved by the City Council on May 8, 2024, Resolution No. 2024-32-3509, which will be carried forward to FY 2024-2025; **2)** $21,565.05 will be used from the Asset Forfeiture funds (GL Acct. 16-35-370-44500-0000) which was formerly appropriated and approved by the City Council on February 14, 22024, Resolution No. 2024-10-3487, which will be carried forward to FY 2024-2025; **3)** $60,000 budget appropriation from the Small, Rural, and Tribal grant Body-Worn Camera grant also awarded for this purchase project and approved by the City Council on July 24,

2024, Resolution No. 2024-60-3537.

The $260,000 ($200,000 + $60,000) budget appropriations from the General Fund will later be reimbursed from the office of State Senator Susan Rubio, as presented to the City Council at the December 13, 2023, meeting, and Small, Rural, and Tribal grant both of which will ultimately result in no negative impact on the General Fund.

Attachments:

1. Irwindale PD, CA - LensLock Business Proposal - 07-15-24
2. City of Irwindale, California - GOC - 3363110

Irwindale Police Department - CA

LensLock Regional Manager

Sean O'Grady
(949) 690-6552
SOG@LensLock.com

13125 Danielson Street, Suite 112
Poway, CA 92064
U.S.A.

LensLock Inc.
"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 – U.S.A.
Toll Free – 888-538-0589
www.LensLock.com

Issued: July 15, 2024
Proposal Valid for 90 Days
Proposal Number: #24-XXX-XX

Services: BWC & ICV Service
Payment Terms: Net 30
Payment Due: January 31, 2025
Length of Service: 64 Months
Start Date: **September 1, 2024**

ATTENTION:
Irwindale Police Department
5050 Irwindale Ave
Irwindale, CA 91706
Customer ID #24-XXX

SALES REPRESENTATIVE:
Sean O'Grady
Regional Manager
Phone: (949) 690-6552
Email: SOG@LensLock.com

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
20	Gen 12 Body Worn Camera Service - **UNLIMITED Data Plan**	$1,099.00	$21,980.00
5	Gen 12 Body Worn Camera Service - **UNLIMITED Data Plan**	$0.00	INCLUDED
20	$500 Credit Rebate on Existing BWC Equip. ($100 per BWC/per year)	-$100.00	-$2,000.00
13	Titan V In-Car Video Service	$1,999.00	$25,987.00
13	$1000 Credit Rebate on Existing ICV Equip. ($200 per ICV/per year)	-$200.00	-$2,600.00
13	Cradlepoint R1900WiFi (5G modem) 5-yr NetCloud Mobile	$535.00	$6,955.00
13	Bluetooth Integrated Technology System (BITS)	$0.00	INCLUDED
7	LensLock Pro-Grade Installation - One-Time Fee	$595.00	$4,165.00
43	60-Month Hardware Guarantee	$0.00	INCLUDED
30	New Body Worn Cameras & In Car Video Systems Every 30 Months	$0.00	INCLUDED
Unlimited	CAD Integration	$0.00	INCLUDED
Unlimited	Migration & Hosting of Legacy Data	$0.00	INCLUDED
Unlimited	LensLock FBI-CJIS Redaction Services	$0.00	INCLUDED
Unlimited	24/7/365 Premier Customer Support	$0.00	INCLUDED
Unlimited	LensLock Evidence Management Software Access	$0.00	INCLUDED
Unlimited	District Attorney & Defense Based Software Licenses	$0.00	INCLUDED
		SUBTOTAL	$54,487.00
		SALES TAX (10.25%)	$5,158.01
		Y1 TOTAL	**$59,645.01**

Summary of 5-Year Payments

Payment	Amount
Initial 4 Months Free - 09/01/2024 - 12/31/2024	~~$18,493.33~~
Year 1 - 01/01/2025 - 12/31/2025	$59,645.01
Year 2 - 01/01/2026 - 12/31/2026	$55,480.01
Year 3 - 01/01/2027 - 12/31/2027	$55,480.01
Year 4 - 01/01/2028 - 12/31/2028	$55,480.01
Year 5 - 01/01/2029 - 12/31/2029	$55,480.01

LensLock Inc.
"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 – U.S.A.
Toll Free – 888-538-0589
www.LensLock.com

CLIENT: Irwindale Police Department

Julian A. Miranda - City Manager

_____

(Name - Title)

_____

(Signature)

_____

(Date)

VENDOR: LensLock, Inc.

Andrew Lynch - Executive Vice President

_____

(Name – Title)

_____

(Signature)

_____

(Date)

Thank you SINCERELY for your business!

LensLock Terms and Conditions



DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (858) 231-4061.

I. Attached Documentation

1. **Government Obligation Contract**
   - An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
   - Review equipment description. Complete serial number/VIN if applicable.
   - List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
   - Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
   - Sign and print name and title
5. **Exhibit D - Obligor Resolution**
   - Type in the date of the meeting in which the purchase was approved.
   - Print or type the name and title of the individual(s) who is authorized to execute the Contract.
   - The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
   - The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
   - Sign and print name and title
   - Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
   - Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
   - Sign and print name and title
   - An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
   - Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
    - Sign and print name and title
11. **Notice of Assignment**
    - Sign and print name and title.
12. **Insurance Requirements**
    - Complete insurance company contact information where indicated.
13. **Debit Authorization – (Preferred)**
    - Complete form and attach a voided check
14. **8038G IRS Form**
    - Please read 8038 Review Form
    - In Box 2, type Employer Identification Number
    - Sign and print name and title

II. Additional Documentation Required

1. Signed and completed Credit Application

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by November 17, 2024, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

LensLock Inc.
13125 Danielson Street, Suite 112
Poway, California 92064

3363110%CONTRACT%08.01.2024

CA SFP Abatement Firm Term BQ VPA

GOVERNMENT OBLIGATION CONTRACT

Obligor
City of Irwindale, California
5050 North Irwindale Avenue
Irwindale, California 91706

Obligee
LensLock Inc.
13125 Danielson Street, Suite 112
Poway, California 92064

Dated as of August 1, 2024

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
"Contract Term" means the Original Term and all Renewal Terms.
"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.
"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
"State" means the state which Obligor is located.
"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.
"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
(d) Obligor shall use the Equipment only for essential, traditional government purposes.
(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
(f) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
(g) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
(h) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(i) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
(j) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
(k) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
(l) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
(m) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
(n) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.
(o) Obligor finds and determines that the amount of the Contract Payments set forth in Exhibit B are equal to the fair rental value of the related Equipment during the respective Budget Year of Obligor in which such Contract Payments are made.
(p) The Equipment will have a useful life that is substantially in excess of the Contract Term.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of

the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. The Obligor shall be solely responsible for the ordering of the Equipment, while Obligee is responsible for the initial delivery and installation of the Equipment. Such delivery and installation must be reviewed and accepted by the Obligor. Once accepted, the Obligor has the responsibility to execute the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form by a duly authorized representative of the Obligor which will constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to the Equipment, there is substantial interference with the use and possession by Obligor of the Equipment, the Contract Payments due under the Contract with respect to the Equipment shall be abated proportionately in whole or in part. Obligor shall immediately notify Obligee upon the occurrence of any event causing substantial interference with Obligor's use and possession of the Equipment and such notice shall be provided prior to the abatement of any Contract Payments. The amount of abatement shall be such that the remaining rental obligation represents fair consideration for Obligor's use and possession of the Equipment, or portions thereof, not substantially interfered with, and end on the earlier of the date on which the use and possession of the Equipment is restored to Obligor or the date on which Obligor uses the Net Proceeds of insurance or a condemnation awards to pay the Contract Payments or the applicable Purchase Option Price. In the event of any such interference, this Contract and the related abatement agreement shall continue in full force and effect. To the extent allowed by law, Obligor waives the benefits of Civil Code Section 1932 and any and all other rights to terminate this Contract and the related Abatement agreement by virtue of any interference with the use and possession of any Equipment, although such waiver shall not constitute a waiver of abatement of Contract Payments, as set forth in this section.

Section 3.04 Contract Payments Unconditional. Except as provided in Section 3.03, the obligation of Obligor to make Contract Payments or any other payments required hereunder shall be absolute and unconditional in all events. NOTWITHSTANDING ANY DISPUTE BETWEEN OBLIGOR AND OBLIGEE OR BETWEEN OBLIGOR AND VENDOR OR ANY OTHER PERSON, OBLIGOR SHALL MAKE ALL CONTRACT PAYMENTS AND OTHER PAYMENTS REQUIRED HEREUNDER WHEN DUE AND SHALL NOT WITHHOLD ANY CONTRACT PAYMENT OR OTHER PAYMENT PENDING FINAL RESOLUTION OF SUCH DISPUTE NOR SHALL OBLIGOR ASSERT ANY RIGHT OF SET-OFF OR COUNTERCLAIM AGAINST ITS OBLIGATION TO MAKE CONTRACT PAYMENTS OR OTHER PAYMENTS REQUIRED HEREUNDER. Obligor's obligation to make Contract Payments or other payments shall not be abated on account of failure of the Equipment to perform as desired or obsolescence of the Equipment and shall not be abated through accident or unforeseen circumstances except as provided in Section 3.03.

Section 3.05 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.06 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

Section 3.07 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Appropriation of Money

Section 4.01 Appropriation. The person or entity in charge of preparing Obligor's budget will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year with respect to the Contract, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay all such Contract Payments coming due therein. The covenants on the part of Obligor contained in this Contract, including the covenant to budget and appropriate amounts necessary to make Contract Payments, shall be deemed to be duties imposed by law, and it shall be the duty of each and every public official of Obligor to take such action and do such things as required by law in the performance of the official duty of such officials to enable Obligor to carry out and perform the covenants and contracts in this Contract. This Contract and each abatement agreement represent a firm contract and not a non-appropriation contract.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both casualty insurance, liability insurance and rental interruption and loss of use and occupancy insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor shall maintain or cause to be maintained at its expense throughout the Contract, rental interruption insurance against loss of use of the Equipment or portions thereof with coverage equal to the maximum total Contract Payments payable under the Contract by Obligor for any consecutive 24-month period. The policy shall insure against abatement of Contract Payments payable by Obligor resulting from Obligor's loss of use of the Equipment or any substantial portion thereof and caused by any and all perils, either insured or uninsured, including acts of God. The Net Proceeds of such insurance shall be payable to Obligee in amounts proportionate to Obligor's loss of use of the Equipment and the corresponding rental abatement, if any, and shall supplement Contract Payments made by Obligor, if any, during the period in which Obligor's use and occupancy of the Equipment is being restored in sufficient amounts to make Obligee whole.

(d) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(e) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. The responsibility to maintain the normal wear and tear on the Equipment shall continue to be the responsibility of Obligee for the term of this Agreement as evidenced in a separate Limited Warranty agreement between the parties. However, any damage to the Equipment due to the act or inaction of the Obligor shall be the responsibility of the Obligor to either repair or replace at their cost. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, such proceeds shall be used to either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or

proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B, other than by reason of abatement as provided under Section 3.03.

(b) Failure by Obligor to maintain any of the insurances as required under section 5.01.

(c) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(d) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(e) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(f) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(g) Obligor admits in writing its inability to pay its obligations.

(h) Obligor defaults on one or more of its other obligations.

(i) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) Obligee, with or without terminating this Contract, may collect each installment of Contract Payments as it becomes due and payable with respect to the Equipment in accordance with Exhibit B to the end of the Contract Term.

(b) Obligee, with or without terminating this Contract, may repossess any or all of the Equipment by giving Obligor written notice to deliver the Equipment to the location designated by Obligee. In the event Obligor fails to do so within ten (10) days after receipt of such notice, Obligee may enter upon Obligor's premises where the Equipment is kept and take possession of the Equipment and charge Obligor for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Obligor hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Obligor shall pay the applicable Purchase Option Price of the damaged or destroyed Equipment as set forth in the Contract Payment Schedule. Notwithstanding the fact that Obligee has taken possession of the Equipment, Obligor shall continue to be responsible for the Contract Payments with respect thereto as and when such Contract Payments become or would have become due and payable.

(c) If Obligee, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Obligee shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; and (iv) the balance of any Contract Payments with respect thereto as and when such Contract Payment would become due and payable. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv) have been met shall be paid to Obligor.

(d) By action pursuant to the California Code of Civil Procedure, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance due, or as it becomes due, under Exhibit B of the Contract, the duty of Obligor to appropriate and take all other administrative steps necessary for the making of all Contract Payments.

(e) Obligee may take any other remedy available at law or in equity with respect to an Event of Default, including (without limitation) those requiring Obligor to perform any of its obligations under this Contract or to pay any moneys due and payable to Obligee, provided Obligee shall have no right to accelerate Contract Payments or otherwise declare any Contract Payments not then in default to be immediately due and payable.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the

Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Default. If an event of default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligee's sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Should Obligee decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Irwindale, California	**LensLock Inc.**
Signature	Signature
Printed Name and Title	Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Twenty Five (25) Gen 12 Body Worn Cameras and Thirteen (13) Titan V In-Car Cameras Systems

Physical Address of Equipment after Delivery : _____

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

Date of First Payment:	January 31, 2025
Original Balance:	$281,565.05
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	31-Jan-25	$59,645.01	$0.00	$59,645.01	$221,920.04
2	31-Jan-26	$55,480.01	$0.00	$55,480.01	$166,440.03
3	31-Jan-27	$55,480.01	$0.00	$55,480.01	$110,960.02
4	31-Jan-28	$55,480.01	$0.00	$55,480.01	$55,480.01
5	31-Jan-29	$55,480.01	$0.00	$55,480.01	$0.00

By signing below, Obligor acknowledges that its obligation to make the Contract Payments set forth in Exhibit B to the Contract includes repayment of the principal amount of $281,565.05, together with interest at 0.000%.

Furthermore, the amount financed by Obligor is $240,331.61 and such amount is the issue price of this Contract for federal income tax purposes. The difference between the principal amount of this Contract and the issue price is original issue discount, as defined in section 1288 of the Internal Revenue Code of 1986, as amended. The yield of this Contract for federal income tax purposes is 6.760%. Such issue price and yield will be stated in the applicable Form 8038-G.

City of Irwindale, California

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

(a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
(b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
(c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
(d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Irwindale, California

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of August 1, 2024, between City of Irwindale, California (Obligor) and LensLock Inc. (Obligee).

2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

   Authorized Individual(s): _____
   (Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Board Chairman or other authorized member of the Obligors Governing Body)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of Obligors Board Secretary or Board Clerk)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Irwindale, California

Signature

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $_____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: LensLock Inc.
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: ajl@lenslock.com

Please call (858) 231-4061 if you have any questions.

City of Irwindale, California

Signature

Printed Name and Title

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Irwindale, California.

City of Irwindale, California

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: LensLock Inc.
Equipment: Twenty Five (25) Gen 12 Body Worn Cameras and Thirteen (13) Titan V In-Car Cameras Systems
Cost of Equipment: $281,565.05

Vendor Name:
Equipment:
Cost of Equipment:

Vendor Name:
Equipment:
Cost of Equipment:

Vendor Name:
Equipment:
Cost of Equipment:

Vendor Name:
Equipment:
Cost of Equipment:

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of August 1, 2024, between LensLock Inc. (Obligee) and City of Irwindale, California (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than $10,000,000.

City of Irwindale, California

Signature

Printed Name and Title

NOTICE OF ASSIGNMENT

AUGUST 1, 2024

LensLock Inc. (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and City of Irwindale, California, dated as of August 1, 2024.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

LensLock Inc., Obligee/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

City of Irwindale, California (Obligor) as party to a Government Obligation Contract dated as of August 1, 2024 between Obligor and LensLock Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated August 1, 2024 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

City of Irwindale, California

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	**Certificate Holder:**
City of Irwindale, California	KS StateBank AOIA (and/or Its Assigns)
5050 North Irwindale Avenue	1010 Westloop, P.O. Box 69
Irwindale, California 91706	Manhattan, Kansas 66505-0069

1. **Equipment Description**
   - Twenty Five (25) Gen 12 Body Worn Cameras and Thirteen (13) Titan V In-Car Cameras Systems
   - Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
   - The deductible amounts on the insurance policy should not exceed $50,000.00.
3. **Physical Damage**
   - All risk coverage to guarantee proceeds of at least $281,565.05.
4. **Loss Payee**
   - KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.
5. **Rental Interruption / Abatement Insurance**
   - As set forth in Section 5.01(c) of the Contract.

Please forward certificate as soon as possible to: Email: ajl@lenslock.com

Please complete the information below and return this form along with the Contract.

City of Irwindale, California

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

3363110%ACHAUTHORIZATION%08.01.2024

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number	**Payment Amount**	**Frequency of Payments**
3363110	$59,645.01; 2-5 @ $55,480.01	Annual

Beginning _____ Month _____ Year	**Day of Month** Debits will be made according to Exhibit B of the Contract

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		**Branch**	
Address	**City**	**State**	**Zip**
Routing Number		**Account Number**	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of Irwindale, California	
Signature	**Printed Name and Title**
Tax ID Number 95-6005899	**Date**

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:
The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.

Form **8038-G**
(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► **Under Internal Revenue Code section 149(e)**
► **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
► **Go to www.irs.gov/F8038G for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ► ☐

1	Issuer's name **City of Irwindale, California**	2	**Issuer's employer identification number (EIN)** **95-6005899**
3a	Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b	Telephone number of other person shown on 3a
4	Number and street (or P.O. box if mail is not delivered to street address) Room/suite **5050 North Irwindale Avenue**	5	Report number *(For IRS Use Only)* 3
6	City, town, or post office, state, and ZIP code **Irwindale, California 91706**	7	Date of issue **08/01/2024**
8	Name of issue **Government Obligation Contract**	9	CUSIP number **None**
10a	Name and title of officer or other employee of the issuer whom the IRS may call for more information **Mr. Chris Hofford, Chief of Police**	10b	Telephone number of officer or other employee shown on 10a **(626) 430-2236**

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	**240,331**	**61**
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ►	18		
19	If obligations are TANs or RANs, check only box 19a ► ☐ If obligations are BANs, check only box 19b ► ☐			
20	If obligations are in the form of a lease or installment sale, check box ► ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	**01/31/2029**	$ **240,331.61**	$ **240,331.61**	**2.970** years	**6.673** %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22		
23	Issue price of entire issue (enter amount from line 21, column (b))			23	**240,331**	**61**
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	**0 00**			
25	Proceeds used for credit enhancement	25				
26	Proceeds allocated to reasonably required reserve or replacement fund	26				
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27				
28	Proceeds used to refund prior taxable bonds. Complete Part V.	28				
29	Total (add lines 24 through 28)			29	**0**	**00**
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	**240,331**	**61**

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY)			
c	Enter the name of the GIC provider ►			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:

b Enter the date of the master pool bond ►(MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ►

d Enter the name of the issuer of the master pool bond ►

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐

41a If the issuer has identified a hedge, check here ► ☐ and enter the following information:

b Name of hedge provider ►

c Type of hedge ►

d Term of hedge ►

42 If the issuer has superintegrated the hedge, check box ► ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement. ►

b Enter the date the official intent was adopted ► (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
H. Evan Howe	HEvanHowe Digitally signed by HEvanHowe DN: OU=3 StateBank, CN=HEvanHowe, E=ehowe@ksstate.bank Reason: I am the author of this document Location: Date: 2024.07.17 16:27:00-05'00' Foxit PDF Editor Version: 2024.2.2	**07/17/2024**		**P01438994**

Firm's Name ►	**Baystone Financial LLC**	Firm's EIN ►	**48-1223987**
Firm's Address ►	**10601 Mission Road, Suite 200, Leawood, KS 66206**	Phone no.	**(800) 752-3562**

Credit Application

Return completed application with required financial information.

Legal Name of Obligor: City of Irwindale			Fed. Tax ID #: 95-6005899
Address: 5050 N. Irwindale Ave., Irwindale CA 91706			
City: Irwindale	County: Los Angeles	State: CA	Zip: 91706
Contact Person: Chris Hofford		Title: Chief of Police	
Phone: 626.430.2236		Fax: ( )	
Email Address: chofford@irwindaleca.gov			
Alternative Contact Person:		Title:	
Phone:		Fax: ( )	
Email Address:			
Date municipal entity was established:		Does the obligor self-insure for property & liability insurance?	
Total Cost of Equipment/Project: $		Term (years):	
Delivery Date:		Payment Amount: $	
		Payments: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual	
How will the contract payments be made? ☐ P-Card *Addt'l Fees Will Apply* ☐ Check ☐ ACH ☐ Other (specify)			
What fund will the remaining contract payments be made from? ☐ General ☐ Special (specify)			
Equipment Description:			
Replacement Equipment: ☐ Yes ☐ No		Age of current equipment:	Year purchased:
If not a replacement, why is the equipment needed?			
Describe the essential use of the equipment:			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		☐ Yes	☐ No
Will the obligor issue more than $10,000,000 in tax-exempt debt in this calendar year?		☐ Yes	☐ No

Financial Information Required

- **Two (2) most recently completed audits**
- **For any unaudited fiscal year provide comprehensive financial statements to include a Balance Sheet with Debt Service Commitments and an Income Statement in place of the audits**

Completed By (signature):	Printed Name and Title:	Date:

- ***Additional financial information may be requested if deemed necessary during credit review.***
- ***By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."***

Item #22.A.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Appointment of ICF Boardmembers

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2024-50-3527** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO RESIDENT REPRESENTATIVE MEMBERS AND ONE CITY COUNCIL REPRESENTATIVE TO THE IRWINDALE COMMUNITY FOUNDATION FOR TERMS EXPIRING JUNE 30, 2026" and **adopt Resolution No. 2024-51-3528** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR ONE YEAR TERMS ENDING JUNE 30, 2025".

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

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

In early 2024, it was determined that all the seats on the Irwindale Community Foundation Board would be expiring this year. On March 13, 2024, the City Council amended the Articles of Incorporation and Bylaws of the Irwindale Community Foundation to state that the Board of Directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:
The councilperson's term shall end on June 30, 2026;

- The two City residents' terms shall end on June 30, 2026; and
- The two business representatives' terms, who shall not be employees, commissioners, or elected officials of the City of Irwindale, shall end on June 30, 2025.

On May 15, 2024 a citywide mailer was sent to all Irwindale households soliciting applications for the Resident vacancy, in accordance with the requirements of the Maddy Act. (Gov't Code § 54970, *et seq*.) On June 5, 2024, a letter was sent to all Irwindale businesses soliciting applications. Information about both the resident and business vacancies was posted on the City's social media platforms.

The following residents submitted their applications for consideration of appointment to a two-year term expiring June 30, 2026.

- Nathan Romero
- Vanessa Duran

The following Irwindale business representatives submitted applications for consideration of appointment to an initial one-year term expiring June 30, 2025:

- Steven Hillgren, Kearny Real Estate Company
- Dr. Manuel Urteaga, Urteaga Chiropractic Sports Medicine
- Carmen Jazmin Cortes, Heavenly Desires Intimates

At the meeting of June 26, 2024, the City Council extended the deadline for both resident and business representative applicants to Wednesday, July 17, 2024.

Additional applications were received for consideration of appointment to the two-year resident positions:

- Ana Guerrero
- Dena Zepeda
- Dominique Reyes
- Suzanne Gomez

An additional application was received for consideration of appointment to the Irwindale business representative appointment to an initial one-year term expiring June 30, 2025:

- Geroge Silva, Rize Credit Union (formerly SCE Federal Credit Union)

All directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the Board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council. It would now be appropriate for the City Council to appoint a City Council representative, two (2) Irwindale Resident Representatives; and two (2) Irwindale Business Representatives to the Irwindale Community Foundation.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. ICF Bylaws
2. Resolution No. 2024-50-3527 ICF Appointments, Council, Residents
3. Resolution No. 2024-51-3528 ICF Appointments, Business Represenatatives
4. Nathan Romero
5. Vanessa Duran
6. Ana Guerrero
7. Dena Zepeda
8. Dominique Reyes
9. Suzanne Gomez
10. Manuel Urteaga
11. Steven Hillgren
12. Carmen Jazmin Cortes
13. George Silva

BYLAWS
OF
IRWINDALE COMMUNITY FOUNDATION,
a California Nonprofit Public Benefit Corporation

BYLAWS
OF
IRWINDALE COMMUNITY FOUNDATION,
a California Nonprofit Public Benefit Corporation

ARTICLE I
NAME

The name of this corporation shall be IRWINDALE COMMUNITY FOUNDATION.

ARTICLE II
PRINCIPLE OFFICE OF THE CORPORATION

The principal office for the transaction of the activities and affairs of this corporation is located at Irwindale City Hall, 5050 Irwindale Avenue, Irwindale, California 91706. The board of directors may change the location of the principal office.

ARTICLE III
PURPOSES AND OBJECTIVES: LIMITATIONS

Section 1. Specific Purpose. The specific and primary purpose of this corporation is to support the City of Irwindale and the residents of the City of Irwindale by providing funding, through grants, donations, and corporate support, for community benefits and services to benefit the community. This corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. General Purposes. The general purposes and powers of this corporation are the following:

(a) to receive, hold, and disburse gifts, bequests, devises, and other funds to advance the purpose and objectives of this corporation;

(b) to own and maintain or to lease suitable real and personal property which is deemed necessary for the purpose and objectives of this corporation; and

(c) to enter into, make, perform, and carry out contracts of every kind for any lawful purpose, without limit as to amount.

Section 3. Limitations. This corporation has been formed under the California Nonprofit Public Benefit Corporation Law (California Corporations Code Section 5110 et seq.) for the purposes and objectives described above.

This corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding provision of any future United States internal revenue law.

No substantial part of the activities of this corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

This corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of its purposes and objectives described above.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member hereof or to the benefit of any private person. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all of its debts and liabilities shall be distributed to a nonprofit fund, foundation or corporation designated by the board of directors of this corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law.

ARTICLE VI
MEMBERS

Section 1. Directors as Members. This corporation shall have no voting members within the meaning of the California Nonprofit Public Benefit Corporation Law. Any action that would otherwise require approval by a majority of all members or approval by the members shall require only approval of the board of directors, as authorized by Section 5310 of the California Nonprofit Public Benefit Corporation Law.

Section 2. Meetings. There shall be no meetings of members as such. The persons constituting the board of directors may, at any given time and from time to time, act in their capacity as members pursuant to Section I of this Article VI, at meetings of the board of directors held as provided in Section 5 of Article VII of these Bylaws.

ARTICLE VII
DIRECTORS

Section 1. Powers.

(a) General Corporate Powers. Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, the business and affairs of this corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of directors; provided, however, that in order to preserve the nonprofit, exempt-from-income-tax status of this corporation, neither the board nor any member thereof shall do any act, or authorize or suffer the doing of any act by an officer or employee of this corporation, on behalf of the corporation, which is inconsistent with the Articles or these Bylaws or the nonprofit purpose of this corporation. Any such act or acts shall be null and void.

(b) Specific Powers. Without prejudice to these general powers, and subject to the same limitations, the directors shall have the power to:

(i) Appoint and remove, at the pleasure of the board, all officers, agents, and employees of this corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation in a manner consistent with the Articles of Incorporation, and with these Bylaws.

(ii) Change the principal office from one location to another within the City of Irwindale, California; and designate any place within Los Angeles County, California, for the holding of any meeting or meetings.

(iii) Adopt, make, and use a corporate seal; and alter the form of the seal.

(iv) Borrow money and incur indebtedness on behalf of this corporation and cause to be executed and delivered for this corporation's purposes and objectives, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

(c) Limit on Dissolution. The Foundation may not be dissolved without the express authorization of the City Council of the City of Irwindale.

Section 2. Board of Directors. The authorized number of directors of the board shall be five (5). The board of directors shall be composed of the following:

(a) One sitting member of the City of Irwindale City Council;

(b) Two residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

(c) Two representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale.

All directors of the board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council.

Section 3. Term, Removal, and Vacancy.

(a) Term of Office. Directors shall be appointed for a term of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:

(i) The councilperson's term shall end on June 30, 2026;

(ii) The two City residents' terms shall end on June 30, 2026; and

(iii) The two business representatives' terms shall end on June 30, 2025.

(b) Number of Terms. Directors may serve any number of terms and such terms may be consecutive.

(c) Resignation. Any director may resign by giving written notice to the chair of the board or to the executive director or the secretary of the board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may elect a successor to take office as of the date when the resignation becomes effective.

(d) Removal. Directors of the board may be removed with or without cause. A director of the board, other than the councilperson, may only be removed from the board by a majority vote of the board. The councilperson may only be removed from the board by a majority vote of the City Council.

(e) Vacancies. Upon the expiration of their term, directors of the board shall retain their position on the board until their successor is appointed. Notwithstanding the previous sentence, if the councilperson on the board ceases to be a member of the Irwindale City Council for any reason, he or she shall automatically be removed from the board of directors, effective on the date that such person ceases to be a member of the City Council. Moreover, if a City resident board member ceases to be a City resident, or if a business representative ceases to represent a business located in the City of Irwindale, such person shall be automatically removed for the board of directors, effective on the date of the triggering event.

Section 4. Leadership of the Board.

(a) Chair of the Board. The director of the board who is also a City councilmember shall be the chair of the board. The chair of the board shall preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the board of directors or prescribed by the Bylaws.

(b) Vice Chair of the Board. The vice chair of the board shall be elected by the board. The vice chair shall have a term as vice chair of two (2) years, except that the vice chair's initial term as vice chair shall expire on June 30, 2022. A board member may serve any number of terms as vice chair and such terms may be consecutive. In the absence or disability of the chair of the board, the vice chair of the board shall perform all the duties of the chair of the board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the chair of the board.

Section 5. Directors' Meetings.

(a) Applicability of the Ralph M. Brown Act. All meetings of the board of directors of this corporation shall be subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). However, if any applicable provisions of these Bylaws are more stringent than those contained in the Brown Act, then the provisions in these Bylaws shall control.

(b) Regular Meetings. The board of directors shall schedule regular meetings of the board of directors at such time and place as determined by the board of directors. Meetings of the board of directors shall be held in the City of Irwindale City Hall, unless otherwise determined by resolution of the board of directors or stated in the notice of meeting.

(c) Special Meetings. Special meetings of the board of directors may be called at any time by the chair of the board or by a majority of the authorized number of directors of the board. Notice of special meetings shall be given in accordance with Section 54956 of the Government Code, as may be amended from time to time. Any waiver of notice of a special meeting shall be filed with the corporate records and made a part of the minutes of the special meeting.

(d) Quorum. A quorum shall be present when a majority of the authorized number of directors are present, except to adjourn. A quorum must be present in order for the board of directors to conduct business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

(e) Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

(f) Notice of Adjournment. Notice of adjournment shall be given in accordance with Section 54955 of the Government Code, as may be amended from time to time.

Section 6. Compensation and Reimbursement. Directors and members of committees shall receive no compensation of any kind for their services as directors or officers. However,

directors and officers may be reimbursed for expenses, as may be determined by resolution of the board to be just and reasonable.

Section 7. Liabilities. No director now or hereafter shall be personally liable for any indebtedness or liability of this corporation, and any and all creditors of this corporation shall look only to the assets of the corporation for payment.

ARTICLE VIII
BOARD COMMITTEES

Section 1. Board Committees. The board of directors may establish one or more board committees, each consisting of no more than two (2) directors, to serve at the pleasure of the board. The board may designate one (1) or more directors as alternate members of any board committee who may replace any absent member at any meeting of the board committee. The board of directors may also appoint any number of persons who are not directors to serve at the pleasure of the board on any board committee, and said persons shall have a vote in the recommendation of the committee of which they are a member. The board of directors may adopt rules for the government of any board committee not inconsistent with the provisions of these Bylaws.

Section 2. Committee Member Selection. The chair of the board shall appoint committee members from the board, subject to confirmation by the board.

Section 3. Restrictions on Board Committees. A board committee shall have the power to make advisory recommendations to the board of directors regarding the subject matter of its charge, but shall have no other power, and shall have no power to bind the board of directors or the corporation in any way or thing whatsoever.

ARTICLE IX
OFFICERS

Section 1. Officers. The officers of this corporation shall be an executive director, a secretary, and a treasurer. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the executive director or chair of the board.

Section 2. Executive Director. The executive director shall be the City Manager of the City of Irwindale. Subject to such supervisory powers, if any, as may be given by the board of directors to the chair of the board, and subject to the control of the board of directors, the executive director shall generally supervise, direct, and control the business and the officers of the corporation. The executive director shall be the chief executive officer of the corporation. The executive director may designate deputies to assist him/her, as needed, and may also designate deputies to assist the secretary and the treasurer, as needed.

Section 3. Secretary. The secretary shall be the Chief Deputy City Clerk of the City of Irwindale. The secretary shall attend to the following:

(a) Book of Minutes. The secretary shall keep or cause to be kept, at the principal office or such other place as the board of directors may direct, a book of minutes of all

meetings and actions of directors, committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings, the number of directors present or represented at directors' meetings, and the proceedings of such meetings.

(b) Custody of Articles and Bylaws. The secretary shall keep or cause to be kept, at the principal office of the corporation, a copy of the Articles of Incorporation and Bylaws, as amended.

(c) Notices, Seal, and Other Duties. The secretary shall give, or cause to be given, notice of all meetings of the board of directors, and of committees of the board, required by the Bylaws or by law to be given. The secretary shall keep the seal of the corporation, if any, in safe custody. The secretary shall have other powers and perform such other duties as may be prescribed by the board of directors or the Bylaws.

Section 4. Treasurer. The treasurer shall be the Director of Finance for the City of Irwindale. The treasurer shall attend to the following:

(a) Books of Account. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of this corporation. The treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

(b) Deposit and Disbursement of Money and Valuables. The treasurer shall (i) deposit or cause to be deposited all money and other valuables in the name and to the credit of this corporation with such depositories as may be designated by the board of directors, (ii) disburse the funds of this corporation as may be ordered by the board of directors, (iii) render to the executive director and directors, whenever they request it, an account of all transactions effected by the treasurer and of the financial condition of this corporation, and (iv) have such other powers and perform such other duties as may be prescribed by the board of directors or the Bylaws.

(c) Bond. If required by the board of directors, the treasurer shall give this corporation a bond in the amount and with the surety or sureties specified by the board of directors for faithful performance of the duties of such office and for restoration to this corporation of all its books, papers, vouchers, money, and other property of every kind in the possession or under control of the treasurer on such officer's death, resignation, retirement, or removal from office.

(d) Tax Filings. The treasurer shall prepare and file all necessary tax and financial documents on behalf of this corporation.

Section 5. Resignation or Removal of Officers. Resignation or removal from the position of City Manager, Deputy City Clerk, or Director of Finance shall be deemed resignation or removal from the position of executive director, secretary, or treasurer, respectively.

Section 6. Vacancies in Office. A vacancy in any office because of death, resignation, removal, or any other cause shall be filled in the manner designated by the City of Irwindale.

ARTICLE X
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

Section 1. Right of Indemnity. To the fullest extent permitted by law, this corporation shall indemnify any present or former director, officer, employee or other "agent" of the corporation, as that term is defined in Section 5238(a) of the California Corporations Code, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Section, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity. On written request to the board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the board shall authorize indemnification. If the board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the indemnification may be authorized by the court in which such proceeding is or was pending, pursuant to Section 5238(e) of the California Corporations Code.

Section 3. Advancement of Expenses. To the fullest extent permitted by law, expenses incurred by a person seeking indemnification under Sections 5238(b) or 5238(c) of the California Corporations Code in defending any proceeding covered by those Sections shall be advanced by the corporation upon the request of such person and upon receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

Section 4. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's, or agent's status as such.

ARTICLE XI
RECORDS AND REPORTS

Section 1. Maintenance of Corporate Records. The corporation shall keep:

(a) Adequate and correct books and records of account; and

(b) Written minutes of the proceedings of its board, board committees and community committees.

Section 2. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each of its subsidiaries. The inspection may be made in person or by

the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 3. Annual Report. The corporation shall cause an annual report to be sent to the directors within one hundred twenty (120) days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds.

(c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes.

(d) The expenses or disbursements of the corporation for both general and restricted purposes.

(e) Any information required by Section 4 below.

The annual report shall be accompanied by any report on it of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

This requirement of an annual report shall not apply if the corporation receives less than Twenty-Five Thousand Dollars ($25,000.00) in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors who requests it in writing.

Section 4. Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall annually prepare and furnish to each director a statement of any transaction or indemnification of the following kind within one hundred twenty (120) days after the end of the corporation's fiscal year:

(a) Any transaction (i) in which the corporation, its parent, or its subsidiary was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than Fifty Thousand Dollars ($50,000.00), or was one of a number of transactions with the same interested person involving, in the aggregate, more than Fifty Thousand Dollars ($50,000.00). For this purpose, an "interested person" is either of the following:

(i) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(ii) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if

practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than Ten Thousand Dollars ($10,000.00) paid during the fiscal year to any officer or director of the corporation under Article X of these Bylaws.

ARTICLE XII
GENERAL CORPORATE MATTERS

Section 1. Fiscal Year. The fiscal year of this corporation shall commence on July 1 and conclude on June 30.

Section 2. Checks, Drafts and Evidence of Indebtedness. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to this corporation, shall be signed or endorsed by both (i) the chair of the board or a vice chair of the board, and (ii) the treasurer of the corporation.

Section 3. Corporate Contracts and Instruments; How Executed. The board of directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of this corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind this corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. Policies. The Irwindale Community Foundation shall be governed by the officially adopted policies of the City of Irwindale, except to the extent that such policies conflict with these Bylaws or California Nonprofit Public Benefit Corporation Law. In the event of any conflict, these Bylaws and California Nonprofit Public Benefit Corporation Law shall govern.

Section 5. Parliamentary Procedure. The Irwindale Community Foundation shall conduct meetings in accordance with the parliamentary procedures of the City of Irwindale.

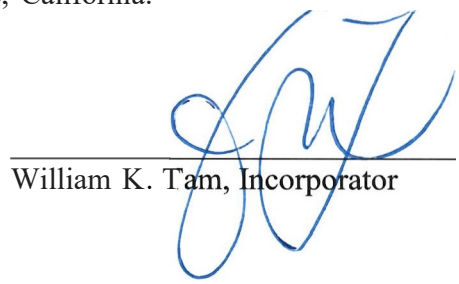
ARTICLE XIII
AMENDMENTS

New Bylaws may be adopted or these Bylaws may be amended or repealed by approval of the board of directors. Notwithstanding the above, Sections 1(c), 2, and 4(a) of Article VII, and Article IX, may not be amended, removed, or otherwise made ineffective without the express approval of the City Council of the City of Irwindale.

CERTIFICATE OF INCORPORATOR

I hereby certify that I am the Incorporator of the Irwindale Community Foundation, a California nonprofit public benefit corporation, and that I adopted the above and foregoing Bylaws as the Bylaws of this corporation pursuant to my authority under California Corporations Code section 5134 on February 13, 2019, and that they have not been amended since that date.

Executed on February 24, 2020, at Irwindale, California.



William K. Tam, Incorporator

RESOLUTION NO. 2024-50-3527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO RESIDENT REPRESENTATIVE MEMBERS AND ONE CITY COUNCIL REPRESENTATIVE TO THE IRWINDALE COMMUNITY FOUNDATION FOR TERMS EXPIRING JUNE 30, 2026

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

WHEREAS, on February 13, 2019, the City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, and shall be composed of the following: one sitting member of the Irwindale City Council; two (2) residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale and two (2) representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, on March 13, 2024, the City Council amended the Articles of Incorporation and Bylaws of the Irwindale Community Foundation to state the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:

- The councilperson's term shall end on June 30, 2026;
- The two City residents' terms shall end on June 30, 2026; and
- The two business representatives' terms, who shall not be employees, commissioners, or elected officials of the City of Irwindale, shall end on June 30, 2025.

WHEREAS, on May 16, 2024 a citywide mailer was sent to all Irwindale households soliciting applications for the Resident vacancies in accordance with the requirements of the Maddy Act (Gov't Code § 54970, *et seq*.); and

WHEREAS, two (2) residents submitted applications for consideration of appointment to the Board by the deadline of June 19, 2024; and

WHEREAS, on June 26, 2024 the City Council extended the deadline for applications to July 17, 2024 and an additional four (4) applications were received; and

WHEREAS, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a

majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council; and

WHEREAS, it would now be appropriate for the City Council to make appointments to the Irwindale Community Foundation Board for full terms expiring June 30, 2026.

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

Section 1. Pursuant to bylaws of the Irwindale Community Foundation, directors shall be appointed for a term of two years, as follows:

Councilperson's appointment shall end on June 30, 2026:

_____

The term of two Irwindale Residents shall end on June 30, 2026:

_____

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

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

_____
Albert F. Ambriz, 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. 2024-50-3527 was adopted at a regular meeting of the Irwindale City Council held on the 24th day of July 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2024-51-3528

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR ONE YEAR TERMS EXPIRING JUNE 30, 2025

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

WHEREAS, on February 13, 2019, the City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, and shall be composed of the following: one sitting member of the Irwindale City Council; two (2) residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale and two (2) representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, on March 13, 2024, the City Council amended the Articles of Incorporation and Bylaws of the Irwindale Community Foundation to state the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:

- The councilperson's term shall end on June 30, 2026;
- The two City residents' terms shall end on June 30, 2026; and
- The two business representatives' terms, who shall not be employees, commissioners, or elected officials of the City of Irwindale, shall end on June 30, 2025

WHEREAS, on June 5, 2024 a mailer was sent to all Irwindale Businesses and posted onto the City's social media platforms soliciting applications for the Irwindale Business Representative vacancies in accordance with the requirements of the Maddy Act (Gov't Code § 54970, *et seq*.); and

WHEREAS, three (3) individuals representing Irwindale Businesses submitted applications for consideration of appointment to the Board by the deadline of June 19, 2024; and

WHEREAS, on June 26, 2024 the City Council extended the deadline to July 17, 2024, and one (1) additional application was received: and

WHEREAS, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council; and

WHEREAS, it would now be appropriate for the City Council to make appointments to the Irwindale Community Foundation Board for initial one-year terms expiring June 30, 2025.

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

Section 1. Pursuant to bylaws of the Irwindale Community Foundation, directors shall be appointed for initial one year-terms, as follows:

The term of two Irwindale Business Representatives shall end on June 30, 2025:

_____

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

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

_____
Albert F. Ambriz, 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. 2024-51-3528 was adopted at an regular meeting of the Irwindale City Council held on the 24th day of July 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☒ Resident
☐ Representative of a Business

Name of Business: _____

Position: _____

Name: Nathan Ramos

Address: [redacted]

Occupation: Sales

Employer: Dreyers Grand Ice Cream

Address: 1705 Donlon St. Oxland Ca.

Home Phone: [redacted] Business Phone: ( ) _____

Years in Irwindale: 38 Registered Voter? N/A

Educational background / degree: Bachelor of Business Administration

Licenses or Special Certificates: N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Community Foundation

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

Paper Attached

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

see attached

Have you applied for any City Board or Commission before? Yes X No ____

If so, which one? Irwindale Community Foundation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

see attached

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 6/13/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:

Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

What are your reasons for wanting to server on the Irwindale Community Foundation?

I recently served on the Irwindale community foundation for half a term, when I replaced Commissioner Michelle Duran, who is now part of the Parks & Recreation Commission. I would like to continue serving my community a full term on the Irwindale community Foundation and continue providing insight, support, guidance, and propose new ideas that will further enrich the Irwindale community. As the Irwindale Community Foundation continues to grow and develop, I would like to be part of that process and reach out to local business and bring awareness to what the Irwindale Community Foundation has accomplished in recent years.

Why do you feel that you would make a good Foundation Member.

As a long-term Irwindale resident, I care about my city and its future growth and its progression. In the past year, while I served on the Irwindale Community Foundation, I gained knowledge, experience, and understanding of how funding programs like Aquatics, Library, Senior Center, and Recreation have a lasting impact on the lives of the Irwindale community.

Have you applied for a City Board or Commission before?

Yes - I have been part of the Irwindale Community Foundation since March 2023, till present day.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government.

- Bilingual (English & Spanish),
- Bachelor of Business Administration Degree
- Networking
- Community Service
- Volunteer work _ Food Banks
- Irwindale Community Foundation
- Royal Oaks PTO – Board Member

NATANAEL ROMERO

[redacted]
Irwindale, CA 91010
[redacted]

Support Account Director / Team Leader / Insight Manager with Account & Team Operations. Support my team in driving key merchandising requirements and strategies across the country. Utilize key tools to support objectives. Work closely with my team/account team to drive merchandising strategies and execution as part of account business plans, key customer presentations, and other operational activities. Work in conjunction with my team to translate the business needs into reports/analytics functional requirements and interpret the report/analytics needs for the customer, and help my teams create course-correcting game plans.

EXPERIENCE

2020 – PRESENT

DREYER'S GRAND ICE CREAM, CATEGORY MANAGEMENT ANALYST

- Standardized reports to provide insights on the Dreyer's Ice Cream business
- Develop planograms for the ice cream category to increase growth and drive opportunities
- New Items Launch, leading teams to executing yearly store level updates with new items

2010 – 2020

NESTLE, RESET COORDINATOR

- Standardized reports to provide insights on the Dreyer's Ice Cream & DiGiorno Pizza business
- Develop planograms for Ice Cream & Pizza category to increase growth, drive opportunities
- New Items Launch, leading teams to executing yearly store level updates with new items

2005– 2010

DREYER'S GRAND ICE CREAM, RESET COORDINATOR

- Standardized reports to provide insights on the Dreyer's Ice Cream business
- Develop planograms for the ice cream category to increase growth and drive opportunities
- New Items Launch, leading teams to executing yearly store level updates with new items

2003 – 2005

S.A.S. (SELECT A SERVICE) FIELD MERCHANDISING/ SALES REPRESENTATIVE

- Team Lead Reset Merchandise in remodeled grocery stores.
- Project manager overseeing a team of merchandisers setting up product at new stores
- Develop and train new hires onboarding training

EDUCATION

2014-2017

BACHELOR OF BUSINESS ADMINISTRATION, CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Marketing/ Product and Brand Management

ASSOCIATE OF ARTS, PASADENA CITY COLLEGE

General Studies

SKILLS

- Excellent Communication Skills
- Customer Service
- Sales/ Marketing
- Apollo Space Planning – Schematic Development
- Project Coordination
- Inventory Management
- Bilingual (Spanish/English)
- JDA Space Planning – Schematic Development

ACTIVITIES

VOLUNTEER

LOS ANGELES REGIONAL FOOD BANK

2012 – 2017

VOLUNTEER

SECOND HARVEST FOOD BANK ORANGE COUNTY

2018

VOLUNTEER

PTO – BOARD MEMBER - ROYAL OAK STEAM ACCADAMY

2023 - PRESENT

IRWINDALE
COMMUNITY FOUNDATION

RECEIVED
JUN 19 2024
CITY OF IRWINDALE
4:46pm

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- [X] Resident
- [ ] Representative of a Business

Name of Business: N/A

Position: N/A

Name: Vanessa Duran

Address: [redacted]

Occupation: Contract Administrator

Employer: Henkels & McCoy West, LLC

Address: 2840 Ficus Street, Pomona, CA 91766

Home Phone: [redacted] Business Phone: ( ) NONE

Years in Irwindale: 17 years Registered Voter? Yes

Educational background / degree: High School Diploma & Some College

Licenses or Special Certificates: None

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

To be a conduit for change and excellence in our city by actively serving our community.

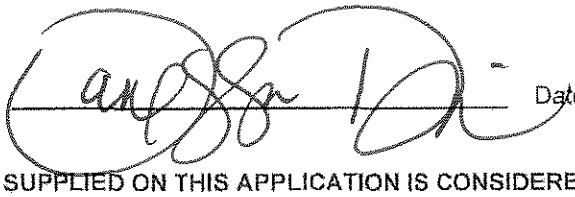
Application for Appointment
To Irwindale Community Foundation

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)
I have strong roots in the city with multiple generations calling Irwindale home. I love to see our community working together to safegard the generational traditions and camaraderie this city was built on. I want to continue to see programs that encourage community connection and family.

Have you applied for any City Board or Commission before? Yes X No ____
If so, which one? The Planning Commision

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:
I have a strong sense of community and I'm not afraid to lend a helping hand where it's needed. I have participated in numerous Community Foundation events in the past and I'm excited to take a more active role in the foundation if welcomed.

PLEASE INCLUDE A RESUME, IF AVAILABLE - Please see attached.

Signature:  Date: 06/19/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

Vanessa Duran

[redacted], Irwindale, CA 91706 | [redacted]

Summary

Contract administrator with 7 years of contract experience as well as 20 years of construction experience at various levels. Extensive knowledge of construction process and procedures. Offer a strong work ethic with the understanding of timeliness, efficiency, and urgency to assure project success. Seeking a stimulating position where I can utilize my experience to benefit my employer as well as myself.

Skills & Abilities

- Ability to meet deadlines with accuracy.
- Strong organizational skills.
- Able to work well in a high volume and high stress environment.

Experience

CONTRACT ADMINISTRATOR | MASTEC/HENKELS & MCCOY | 03/23 – CURRENT

Draft and issue subcontracts, negotiate subcontractor redlines and revise subcontracts, task orders & change orders received from subcontractors for future and ongoing projects. Manage subcontractor insurance certificates on file. Confer with legal counsel regarding possible exposure of subcontracts, correspond with project managers and their support staff regarding contract scopes and project standards. Manage the receipt of contract documentation from subcontractors.

CONTRACT ADMINISTRATOR | PAVEMENT RECYCLING SYSTEM | 06/22 – 03/23

Review, negotiate and revise subcontracts, task orders & change orders received from contractors for future projects. Confer with management regarding possible exposure of subcontracts, correspond with project managers regarding subcontract scope. Manage the flow and timely submission of Owner Controlled Insurance Programs to owner or relevant reporting agency.

CONTRACT ADMINISTRATOR | BIRDI SYSTEMS, INC. | 03/22 – 06/22

Draft, review, negotiate and revise contracts, task orders & change orders received from both owners and contractors for future captured projects. Confer with legal counsel regarding possible exposure of contracts, correspond with salesmen regarding contract scopes. Manage the flow and timely submission of compliance paperwork from subcontractors to owner or relevant reporting agency. Manage the receipt of payment application documentation from subcontractors. Obtain performance and payment bonds, assuring receipt of subcontract documents, insurance, WRAP as well as special requirements.

SENIOR CONTRACT ADMINISTRATOR | FISHER HOLDINGS, INC. | 08/17 – 02/22

Review, negotiate and revise subcontracts received from contractors for future projects. Confer with legal counsel regarding possible exposure of contracts, correspond with salesmen regarding contract scope and keep contracts calendar for future reference. Obtain performance and payment bonds, assuring receipt of subcontract documents, insurance as well as special requirements.

LABOR COMPLIANCE ADMINISTRATOR | FISHER HOLDINGS, INC. | 07/14 – 08/17

Manage the timely submission of One-time forms, monthly submission of certified payroll and closeout documentation. Attend all pre-construction compliance meetings. Developed business relationships with all Southern California based labor compliance management and reporting agencies. Established new procedures and policies necessary for timely submission.

CONTRACT ADMINISTRATIVE ASSISTANT | CELL-CRETE CORPORATION | 09/09 - 07/14
Receive and input newly captured jobs from salesman into American Contractors accounting system. Managed the flow of contracts from salesman, contract administrator through Corporate Officer for signature and returned to customer. Ordered project specific insurance, filed pre-lien notices, verified city business license is in place, and ensured all contact documents have been submitted for each project.

FILE CLERK/ FILL-IN RECEPTIONEST | CELL-CRETE CORPORATION | 02/09 – 09/09
Filed fully executed contract, pre-lien documents and archived old files. Set-up managed and maintained the archive system for multiple companies. Relieved the receptionist while out to lunch; answering phones, received packages, and assisted the HR in minor tasks.

BID RUNNER/ ESTIMATING ASSISTANT | CS LEGACY | 03/05 – 12/08
Worked closely with estimator at bid openings on last-minute submission of estimator numbers. Scheduling and attendance of bid openings, job walks and pre-construction meetings. Preparation of bid documents inclusive of ordering bid bonds, preliminary bid takeoff, good faith effort preparation execution and documentation.

Education

DIPLOMA | JUNE 2003 | COVINA HIGH SCHOOL

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☑ Resident
☐ Representative of a Business

Name of Business: N/A

Position: N/A

Name: Ana Guerrero

Address: [redacted]

Occupation: Dispatcher

Employer: A-Z Bus Sales, Inc.

Address: 1900 S. Riverside Ave, Colton, CA 92324

Home Phone: (626-841-0[redacted]

Business Phone: (626-841-0[redacted]

Years in Irwindale: 3

Registered Voter? yes

Educational background / degree: Associates in Occupational Science

Licenses or Special Certificates: N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I have lived in the City of Irwindale for three years, during this time, I am very impressed to see how the community is very family ambient. I am very new to this community; therefore, serving in the Irwindale Community Foundation would give me a better opportuni

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

I feel that I would make a good member because I like serving others, exercise good open relationships and take extreme ownership over my work.

Have you applied for any City Board or Commission before? Yes _____ No X_____

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

I have the ability to motivate my team, I like to leadership and I am a team player.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Ana Guerrero Date: 07/07/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:
Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

IRWINDALE
COMMUNITY FOUNDATION

RECEIVED
5:26 pm
JUL 08 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- [x] Resident
- [ ] Representative of a Business

Name of Business: _____

Position: _____

Name: Dena Zepeda

Address: [redacted] Irwindale, CA 91706

Occupation: RETIRED

Employer: _____

Address: _____

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: TOO MANY 50+ Registered Voter? YES

Educational background / degree: Political Activist for many years / EDUCATED IN All Irwindale City

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. ~~[redacted]~~

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

TO BRING MORE MONIES INTO FOUNDATION And to NETWORK with all BUSINESSES TO IMPROVE OUR community And bring them closer.....

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

I HAVE BEEN EWVOLVED IN OUR COMMUNITIES MANY YEARS TO BRING FREE BACK TO OUR RESIDENTS. I FEEL I CAN HELP BRING MORE ?

Have you applied for any City Board or Commission before? Yes ____ No ____

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

I HAVE WORKED MANY YEARS WITH COUNTY - STATE WITH HOMELESS COMMUNITY ALONG WITH BEING A VOICE FOR OUR COMMUNITY

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 7/8/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:

Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- [x] Resident
- [ ] Representative of a Business

Name of Business:

Position:

Name: Dominique Reyes

Address:

Occupation: Subcontracts Manager

Employer: NASA Jet Propulsion Laboratory

Address: 4800 Oak Grove Drive La Cañada Flintridge, CA 91011

Home Phone: (805-3223) 9

Business Phone: (805-3223)

Years in Irwindale: 10

Registered Voter? Yes

Educational background / degree: Currently in MBA program at Azusa Pacific Univeristy

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served.

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

Have you applied for any City Board or Commission before? Yes X No _

If so, which one? Planning Commision

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: - E-SIGNED by Dominique Reyes on 2024-07-10 21:31:14 GMT Date: 2024-07-10 21:31:14 UTC

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:
Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

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What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I am driven by a strong desire to give back to our community through public service. Having grown up in this town and benefited from its resources and opportunities, I feel a sense of duty to contribute my time and skills to its continued success. Serving in the Irwindale Community Foundation would allow me to give back through participating in programs that directly impact the lives of residents, businesses, and future generations, fulfilling my commitment to civic duty and community betterment.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

I bring to the table a combination of analytical prowess, collaborative spirit, attention to detail, and effective communication skills that I believe make me well-suited for a role on the Irwindale Community Foundation. I have been a dedicated student, employee and long-term resident for many years. Through my experiences, I have built strong communication and advocacy skills that enable me to engage residents, convey complex ideas clearly, and advocate for decisions that promote the long-term well-being of our hometown.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

My experience volunteering with youth in Los Angeles has cultivated my collaborative approach, fostering open dialogue and teamwork to address community needs. I will bring this collaborative spirit to the Irwindale Community Foundation, where I seek to engage with fellow volunteers and residents to assist in programs that benefit our hometown. Additionally, my pursuit of a bachelor's degree and ongoing studies toward a master's degree demonstrate my commitment to continuous learning and academic rigor, equipping me with the knowledge and skills to tackle the multifaceted challenges of community planning with attention to detail and thoroughness.

DOMINIQUE REYES

Irwindale, CA
m: [redacted]

PROFESSIONAL SUMMARY

Dedicated Contracts Manager with a passion for community service and a track record of success in managing contracts and procurement processes. Experienced in negotiating and administering contracts to achieve optimal outcomes while ensuring compliance with regulatory requirements. Committed to leveraging my skills and expertise to support community initiatives and contribute to the betterment of local neighborhoods and organizations.

EDUCATION AND CREDENTIALS

Bachelor of Criminology and Criminal Justice, 2020

Arizona State University, Tempe, AZ
Magna Cum Laude, GPA: 3.74
Criminal Justice Honor Society 2019
National Society of Collegiate Scholars 2020
Honor Society 2020

Master in Business Administration, Current

Azusa Pacific University, Azusa, CA

PROFESSIONAL EXPERIENCE

JPL NASA, WEST COVINA, JUNE 2023 TO CURRENT

SUBCONTRACTS MANAGER

- Managed end-to-end subcontracting process, including solicitation, negotiation, award, and administration of contracts with subcontractors.
- Developed and implemented subcontracting strategies to optimize cost, schedule, and performance objectives, ensuring alignment with project goals.
- Conducted thorough subcontractor pre-qualification assessments to evaluate capabilities, financial stability, and compliance with regulatory requirements.
- Negotiated favorable subcontract terms and conditions, including pricing, delivery schedules, payment terms, and scope of work, to mitigate risks and maximize value.
- Established and maintained strong relationships with subcontractors, fostering collaboration and resolving issues in a timely manner to support project success.
- Monitored subcontractor performance against contractual requirements, identifying deviations and implementing corrective actions as necessary to ensure adherence to quality standards and project milestones.
- Ensured compliance with applicable laws, regulations, and company policies throughout the subcontracting process, including adherence to ethical standards and conflict-of-interest policies.

HIOSSEN IMPLANTS, WEST COVINA, SEPTEMBER 2022 TO JUNE 2023

TERRITORY MANAGER

- Developed and implemented territory management strategies to optimize customer engagement and support the effective utilization of medical devices.

- Established and maintained relationships with healthcare providers, administrators, and key decision-makers to ensure seamless communication and collaboration.
- Managed a diverse portfolio of contracts with multiple customers, overseeing contract fulfillment and ensuring compliance with contractual obligations.
- Provided comprehensive product education and training to healthcare professionals, facilitating their understanding of device features, benefits, and best practices.
- Acted as a liaison between customers and internal teams, coordinating support services, troubleshooting issues, and resolving inquiries in a timely manner.

FLOWERS BAKING, FONTANA, CA, NOVEMBER 2017 TO SEPTEMBER 2022

ACCOUNT MANAGER

- Developed and nurtured long-term relationships with key clients as a trusted vendor, serving as the primary point of contact for all account-related inquiries and needs.
- Conducted regular meetings and check-ins with clients to understand their evolving business requirements, address concerns, and identify opportunities for collaboration and value-added services.
- Collaborated closely with clients to develop customized solutions and proposals tailored to their specific needs and objectives, ensuring alignment with their strategic goals.
- Managed a diverse portfolio of client accounts, balancing competing priorities and deadlines to deliver exceptional service and meet client expectations.

T-MOBILE, BALDWIN PARK, CA, APRIL 2014 TO JUNE 2019

MOBILE EXPERT

- Offered technical support to customers regarding their cell phones, tablets, Wi-Fi routers to ensure optimal connection with T-Mobile services.
- Complete financing contracts alongside customers for plans and devices purchased.
- Investigate fraud claims, ensure sales and tasks are aligned with company policy.
- Managed clients and potential contacts through Salesforce, hitting weekly and monthly targets.
- Stayed up to date on latest trends in technology to properly sell and explain to interested customers.
- Received and deposited money into correct accounts as well as disbursed funds from cash accounts to pay customer bills.
- Generated and maintained records of transactions and confirmed that accounts were balanced.
- Obtained and updated client personal information into complex databases including quickview, salesforce, and excel spreadsheets.

VOLUNTEERISM

PEACE4KIDS, LOS ANGELES, CA, DECEMBER 2019 - PRESENT

- Serve as mentor and volunteer for children in foster care, fostering success and growth of the nonprofit.
- Participate in special events, including trips to museums, sporting events and holiday events, to engage youth.

- Utilize techniques in communication to connect with children to support their positive development throughout their childhood and into successful adulthood.

ADDITIONAL INFORMATION

Technical Proficiencies: Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Salesforce, CRM

Interests: Running, swimming, volunteering, literature

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☒ Resident
☐ Representative of a Business

Name of Business: _____

Position: _____

Name: Suzanne Gomez

Address: [redacted]

Occupation: Adjunct professor

Employer: Mount San Antonio college

Address: _____

Home Phone: (62[redacted] Business Phone: ( ) _____

Years in Irwindale: 40 Registered Voter? _____

Educational background / degree: Bachelor's in political science and Masters in organizational behavior

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Planning Commission 2023, city council member 2005, Planning Commission 2003, Mount San Antonio board member bonding committee 2019, educational foundation member 2005 through 2012

Please answer the following questions completely.

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

It would be an honor to serve on the foundation, the foundation does and provide excellent services community to enhance them and enrich them and I would love to be a part of that.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

My family legacy is in here in the city I'm a proud generational member. I love my city an I love helping the community. My parents my father was a police officer and my mother was very active in the church is still a sense of pride in our community and also a sense of civic duty. My father placement here worked hard to give me an education and I love serving back to my community.

Have you applied for any City Board or Commission before? Yes X No _____

If so, which one? Planning Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

I worked for a a non-profit agency,Catholic charities for 5 years and have done many service organizations as well as having worked in the city of San dimas I think of an excellent fit and my skill parallel to this position to use my skills to serve my community.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 07/16/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Resident
☑ Representative of a Business

Name of Business: Urteaga Chiropractic Inc.

Position: Owner

Name: Manuel Urteaga

Address: 5312 N. Irwindale Ave. Unit H, Irwindale CA 91706

Occupation: Chiropractor

Employer: Urteaga Chiropractic Inc.

Address: 5312 N. Irwindale Ave. Unit H, Irwindale CA 91706

Home Phone: (626) 626 Business Phone: (626) 626

Years in Irwindale: 1 Registered Voter? Yes

Educational background / degree: DC (2007), BS Kinesiology (2004), MS Sports Medicine (2014)

Licenses or Special Certificates: Chiropractic, Registered Clinical Exercise Physiologist, Certified Medcal Examiner

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Whittier Community Foundation (President-Current) 2018-Current.
Rio Hondo Foundation Board 2023-Present,

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I have always found great pleasure is helping my community, both where I live and work. I am always looking for opportunities to help my community thrive.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

When committed to a cause I devote my time and resources to achieve any and all objectives. I have a proven track record of dedication and effective communication.

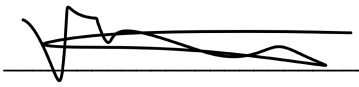
Have you applied for any City Board or Commission before? Yes Y No _____

If so, which one? Whittier Community Foundation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

I have served on the Whittier foundation board for many years and helped to put on numerous events to help the community. I know I can do the same for Irwindale..

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 6/17/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:
Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

Manuel Urteaga, DC, MS, RCEP-ACSM, CME, CSCS

[redacted]

W: (562) 274-7771

[redacted]

www.urteagachiropractic.com

Education:

- California State University, Long Beach
  - M.S. Kinesiology; Sports Medicine/Injury Studies — March 2014
- Southern California University of Health Sciences
  - Doctor of Chiropractic — December 2007
- California State University, Fullerton
  - B.S. Kinesiology; Exercise Science — June 2004

Work Experience:

- Urteaga Chiropractic & Sports Medicine — January 2008 - Present
  - Sports Medicine and Personal Injury Chiropractor
    - Diagnosis and treatment of musculoskeletal injuries with an emphasis in sports related injuries, as well as sciatica, headaches, low back pain, neck pain, osteo-arthritis, and carpal tunnel syndrome
    - Implementation of appropriate therapeutic exercises
    - Proper management, mitigation and documentation of auto collision patients
    - Thorough understanding of all matters related to auto injury claims
- Southern California University of Health Sciences — September 2011 – Present
  - Assistant Professor
    - Lead Instructor: Exercise Physiology & Principles of Exercise, Clinical Reasoning 1 & 2, Clinical Orthopedic & Neurologic Evaluation, Neuromusculoskeletal Evaluation I, Practice Management: Risk Assessment
    - Supervision Clinician: Cerritos College Base Clinic (2012 – Present)
- Montebello High School — January 1999 – Present
  - Strength & Conditioning Coach/Assistant Volleyball Coach/Football Team Chiropractic Sports Medicine Doctor
    - Strength & conditioning program design and supervision for high school athletes
    - Injury treatment and prevention for boys' and girls' volleyball teams
    - Supervision of athletic medical staff
    - On site treatment of sports related injuries
- Bell Gardens High School — September 2013 – Present
  - Football Team Chiropractic Sports Medicine Doctor
- East Los Angeles College — January 2011 – January 2012
  - Dance Team Doctor
    - Injury treatment and prevention for professional dance team
    - Prescription of rehabilitative and strengthening exercises for dancers

Internship:

- California State University, Long Beach
  - Strength & Conditioning Complex
    - Implementation of strength & conditioning and program design for division I collegiate athletes
    - Exercise testing of athletes
  - Exercise Physiology Laboratory Graduate Assistant
    - Mentor and assist undergraduate students with anthropometric and physiological measurements in a laboratory setting
    - Teach various exercise testing methods including cardiac and pulmonary functions
  - Scientific Foundations of Locomotion
    - Generated new biomechanical assessment protocol with professor
    - Instructed undergraduate students on posture and locomotion mechanics and abnormalities

Certifications:

- Certified Medical Examiner — January 2021 – Current
- Registered Clinical Exercise Physiologist — June 2014 - Current
- Certified Strength & Conditioning Specialist — March 2011 – Current
- California Basic Educational Skills Test (C-BEST) — June 2004
- Basic Life Support & CPR — January 1999 – Current

Professional Association:

- American College of Sports Medicine — January 2012 - Current
- National Strength & Conditioning Association — March 2011 – Current
- Bright Health Physicians — January 2009 – December 2011
- California Chiropractic Association — January 2008 – Current
- American Chiropractic Association — March 2005 – December 2010
- National Federation State High School Association — August 2001 – Current

Community Service:

- Rio Hondo Foundation Board Member — February 2024-Current
- Whittier Community Foundation Board - President — August 2017-Current
- PIH Circle of Excellence — June 2016 - Current
- City of Whittier 5K Committee — January 2014 – Current
- Activate Whittier Board — January 2014 – December 2017
- Aids Lifecycle Ride to End AIDS — June 2005 – June 2007
- Healing Hands for Humanity Mexico Outreach Program — August 2005 – December 2007
- UCLA Latino Alumni Association Scholarship Committee — May 1997 – May 2006

Awards & Achievements:

- Graduate Student Honors, CSULB — March 2014
- 4.0 Club, CSULB — March 2014

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Resident
☑ Representative of a Business

Name of Business: Kearny Real Estate Company

Position: Vice President

Name: Steven Hillgren

Address: [redacted]

Occupation: Real Estate Development

Employer: Kearny Real Estate Company

Address: 11150 Santa Monica Blvd, Suite 300

Home Phone: (949) 949 Business Phone: (949) 949

Years in Irwindale: 5 Registered Voter? Yes (not in Irwindale)

Educational background / degree: Georgetown University - Business and Theology

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Chamber of Commerce Board

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

See attached

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

See attached

Have you applied for any City Board or Commission before? Yes _____ No X_____

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

See attached

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Steven Hillgren Date: June 18, 2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

Steven Hillgren – Question/Answers

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

- As a parent who began by raising our children in West Los Angeles, I struggled with how poorly our community services were maintained. Clean parks and a welcoming library were non-existent. Irwindale Park, the pool, the library (especially the new one) are some of the best facilities in Southern California. I've sincerely appreciated how community leaders focus on what is best for the residents; and provide safe, first-class places for people to meet, play, and join in a strong sense of community. I want to serve the Community Foundation so I can help improve what are already very special places in the community.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

- I've served as an Irwindale Chamber of Commerce board member for the past two years and enjoy collaborating with other business leaders. I'm comfortable sharing ideas and debating in a board setting. My background in finance (7 years in banking – Sunwest Bank and Wells Fargo) and real estate development (6 years - Kearny) can provide valuable analytical, design, and space planning support.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

- I have been involved in the Irwindale community for the past 5 years working on the remediation of the former Nu-Way landfill (Irwindale Gateway). It has been exciting to see a blighted site transform into something usable that will one day benefit the City. My experience in the business community offers a valuable connection to collaborate, support, and enhance community spaces for the betterment of Irwindale residents. Most importantly (I think), is that my experience as a father, and knowing the importance of providing community to our children, is something that must be safeguarded by our leaders. Being involved in that goal as part of the Foundation is very exciting and appealing to me.

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Resident
☑ Representative of a Business

Name of Business: Heavenly Desires Intimates
Position: Founder and CEO
Name: Carmen Jazmin Cortes
Address: 5200 Rivergrade Rd. Ste. B-2, Irwindale CA
Occupation: Plan, organize operations etc.
Employer: _____
Address: _____
Home Phone: ( ) _____ Business Phone: 626 650-6857
Years in Irwindale: 2+ years Registered Voter? yes
Educational background / degree: N/A
Licenses or Special Certificates: N/A
List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

If we are looking to be a change, serve and service, we first must take full respons-

ibity. My assignment is to do The Lord's work. Be the influence, this time and season we must ALL be willing and obidient. My faith in GOD, my integrity, the favor in and thrugh my life is to be shared.

Being blessed/honored to be a young Business owner has given me an advant

age many may not have. Contributing my very own life experiences, what and how moments as such have shaped/moldied me into the places and spaces, I am in now. The abilities I've gained throughout these times is NOT bought, it is taught.

I hold much interest and dear to my heart to expand our community. Seeking to be the answer to many problems, such as the less fortunate that has unfortunetly increased the past years. Which leads to health issues, the risk of higher mortality, theft, vandilism and much more. It's an increase in violence to our future generations that we must NOT neglect but use all that has been given to us to be the change.

To Irwindale Community Foundation

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

The season is here and now. The world is NOT my home, Heaven is.

I speak only what The word of GOD speaks. Being blessed to be the age I am in, is a reflection that each and every single one of us HAS a purpose, voice and a plan.

If us as a community were simply shown the importance of taking action. More of us will be testifying.

projects and management. Maintaining a safe and proper work environment for all employees, vendors, funders and customers. Impactful in directing detail orientated resources, keeping a close proximity to original CEO'S and Founders of the company to operate, maximize, possess progress and capitalize in edification to increase in the industry.

EDUCATION

2012 - 2016
Monrovia High School
High School Diploma Business Admin.

2012 - 2016
Monrovia High School
Graduated with honors
Spanish - English

SKILLS

- Knowledge In Technical Project Management Tools
- Advanced Strategic Administration Software
- Leadership In Corporate Sales, Service and Negotiations Account Management
- Social Media Management, Brands, Networking and Marketing
- Spanish Language Proficiency Reading, Writing and Interpretation
- Research Customer Support, Operate Positioning, Hiring Of Team

WORK EXPERIENCE

Assistant Manager
Creative Woman Inc, 2014 -2018
Comprehensive administrative assistance to former Ceo's, Founders and management teams. Agenda follow-up, problem solving and engagement s. Review of documents suitability and file control. File maintenance. Communications, buyer and travel partner in restock.

CEO and Original Founder
Heavenly Desires Intimates, 2018 - Currently
Customer Service and Servicing. Switchboard management. Marketing strategist. Brand/face of the company and industry. Accomplishing overall direction and leadership. Mentoring check-in and check-out book organization. Risk assessments. corporate social responsibilitie.

To Irwindale Community Foundation

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Carmen L. Date: 06/12/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

CARMEN J. CORTES

[redacted]

ADMINISTRATION MANAGER

Integral visionary stratigist in all areas of the work place. Establishing programs, shifting ideas, projects and management. Mantaining a safe and proper work environment for all employees, vendors, funders and customers. Impactful in directing detail orientated resources, keeping a close proximity to original CEO'S and Founders of the company to operate, maximize , possess progress and capitalize in edification to increase in the industry.

EDUCATION

2012 - 2016
Monrovia High School
High School Diploma Business Admin.

2012 - 2016
Monrovia High School
Graduated with honors

Spanish - English

SKILLS

- Knowledge In Technical Project Management Tools
- Advanced Strategic Administration Software
- Leadership In Corporate Sales, Service and Negotiations Account Management
- Social Media Management, Brands, Networking and Marketing
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CEO and Original Founder
Heavenly Desires Intimates, 2018 - Currently
Customer Service and Servicing. Switchboard management. Marketing strategist, brand/face of the company and industry. Accomplishing overall direction and leadership. Mentoring check-in and check-out book organization. Risk assessments, corporate social responsibilitie.

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Resident
☑ Representative of a Business

Name of Business: Rize Credit Union

Position: Branch Manager

Name: George Silva

Address: 12701 Schabarum Ave - Irwindale, CA 91706

Occupation: Branch Manager

Employer: Rize Credit Union

Address: 12701 Schabarum Ave - Irwindale, CA 91706

Home Phone: (626.646.[redacted]) Business Phone: (626.646.[redacted])

Years in Irwindale: 19 Registered Voter? Yes

Educational background / degree: Some college

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served.
City of Baldwin Park Planning Commission - 2011-2012

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I have been in the Irwindale Business Community for over 19 years now and have served as an Irwindale Chamber Ambassador and most recently as a board member/V.P. for the Irwindale Educational Foundation. It has always been very gratifying in all instances.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

As the Branch Manager within the city, I have been fortunate to develop many successful relationships that have provided great resources. I have a genuine interest in the development of our local community.

Have you applied for any City Board or Commission before? Yes X No ____

If so, which one? This one

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

I believe the years of experience in the local community has granted me many good relationships and resources. Most of all, lots of trust has been developed. I am passionate about being able to help people.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 6.16.2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:

Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 19, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

Item #22.B.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amend Fiscal Year 2024-2025 Adopted Budget to Appropriate $1,500,000 to transfer to California Employers' Retiree Benefit Trust for Other Post-Employment Benefits Unfunded Accrued Liability

City Manager's Recommendation:

Adopt Resolution No. 2024-55-3532 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET TO APPROPRIATE $1,500,000 AND TRANSFERRING IT TO CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST (CERBT) FUND HELD WITH CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) FOR OTHER POST-EMPLOYMENT BENEFITS (OPEB) UNFUNDED ACCRUED LIABILITY (UAL) CONTRIBUTIONS."

Administrative Action:

Submitted & Prepared by:
Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Background:

The City of Irwindale has, in its past dealings with its employees through Memorandums of Understandings (MOU's) and informal agreements with its non-represented employees, provided a number of benefits that may carry on beyond their employment years with the City, and for the life of the employee. These benefits are retirement pensions and medical

insurance and are accrued as a condition of employment. Retirement benefits through the CalPERS system have been well documented and future liabilities for these benefits are accurately portrayed in the City's Annual Comprehensive Financial Report (ACFR).

Medical insurance benefit costs for past and future retirees have been paid by the City on a "pay as you go" basis. In the last two decades, the Governmental Accounting Standards Board (GASB) issued two statements, numbers 45 (June 2004) and 75 (June 2015) requiring all governmental agencies to extensively recognize and disclose in their financial statements, past, present, and future employees' retirement medical insurance liabilities, expenses, and comparability between reporting entities on an actuarial predetermined basis.

To address the requirements, the City contracted with Total Compensation, Inc. (June 2008) to prepare the actuarial study and established a CERBT Fund (June 2009) with CalPERS under Section 115 of the Internal Revenue Code dedicated to prefunding OPEB to generate higher investment income from employer-controlled contributions to pay for future retiree benefits and to assist with GASB compliance and financial reporting.

The CERBT provides a sound solution for investing in retiree health assets and does not change retiree health plan benefits or plan administration. The City remains the plan sponsor and CalPERS has extensive control over the administration and investment of the trust. CERBT's administrative costs are typically deducted from the investment income and since inception, total expenses incurred have been $54,602 (Exhibit B).

Analysis:

The City of Irwindale currently pays anywhere from $341.72 to $2,941.82 per month adjusted annually by the Consumer Price Index (CPI) towards the medical insurance premiums for all eligible retired employees. To be eligible to receive the said benefit from the City:

Current MOU (7/1/2021 – 6/30/2024) language for Retiree Medical:

CalPERS eligible retirees (Unit members hired before January 1, 2011) and their dependents shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan.

For Unit members hired on or after January 1, 2011 retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan. Contribution level shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

There are currently 86 retired employees who meet the eligibility requirement. In addition, the City currently employs 116 (not including Senior Citizen Commissioners and Part-Timers) employees, 50 of whom were hired prior to January 1, 2011, and 66 after, with an average age of 45 and with at least 15 years of service in CalPERS. Using these demographics, established life expectancy tables and CalPERS investment rate of return, the actuary has been able to fairly predict the "net present value" of the City's liability towards this benefit. Naturally, there is one caveat to this "prediction" and that is, every two years the valuations need to be conducted and adjusted accordingly.

The cost per employee does not appear to be significant, but taken as an aggregate over the entire lifetime of all employees, the numbers rise to a higher level. Not every employee will retire from the City, and many will move on to other jobs. As of March 4, 2024 (Exhibit A), the actuary, using June 30, 2023, employee demographics and a 6.44% discount rate, has established the amount of $24,413,187 as the present value of the City providing medical insurance benefits for current and future retirees. Of this total amount, $17,958,677 has been determined to be an "accrued liability", or benefits earned by current retirees and current employees to date. The accrued liability is also considered to be "unfunded liability," otherwise referred to as UAL on the City's ACFR.

The City of Irwindale has long recognized the importance of addressing OPEB UAL. Since joining CERBT, the City has made $3,104,481 (as of March 31, 2024 - Exhibit B) plus another $595,000 on June 11, 2024, additional contributions to the Fund. The June 30, 2024, CERBT Account Update Summary report will not be available till the middle of August.

Staff is recommending contributing another $1,500,000 for FY 2024-2025 to CERBT in an effort to reduce OPEB UAL and enabling the money to be invested in a higher earning strategy, keeping in mind the long-term goal for the use of these funds, which is to pay for retiree health costs.

Fiscal Impact:

Approving Resolution No. 2024-55-3532 will authorize the Finance Director to amend the Fiscal Year 2024-2025 Adopted Budget to appropriate $1,500,000 ($1,200,000 (80% General Fund) + $300,000 (20% Mining Impact Fund) reserves to corresponding GL Acct. 42325-1210) and transferring it to CERBT Fund with CalPERS for OPEB UAL contributions.

Attachments:

1. Resolution No 2024-55-3532
2. Exhibit A - Acturial Study of Retiree Health Liabilities - as of March 4, 2024
3. Exhibit B - CERBT Account Update Summary - as of March 31, 2024
4. City of Irwindale OPEB Presentation-Item 22(B) - July 24, 2024

RESOLUTION NO. 2024-55-3532

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET TO APPROPRIATE $1,500,000 AND TRANSFERRING IT TO CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST (CERBT) FUND HELD WITH CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) FOR OTHER POST-EMPLOYMENT BENEFITS (OPEB) UNFUNDED ACCRUED LIABILITY (UAL) CONTRIBUTIONS

WHEREAS, the Government Accounting Standards Board, Statement No. 75 (GASB 75) requires accounting and financial reporting for postemployment benefits other than pension be reported on City's Annual Comprehensive Financial Reports (ACFR); and

WHEREAS, Government Code Section 22940 establishes in the State Treasury as the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS, CalPERS Board of Administration (Board) approved the establishment of the Prefunding Plan as a trust fund that functions within the meaning of Section 115 of the Internal Revenue Code in 2007; and

WHEREAS, the City of Irwindale elected to participate in the CalPERS Trust for all employees in the Safety and Miscellaneous CalPERS coverage groups in 2009; and

WHEREAS, Governmental Accounting Standards Board Statement 75 requires the City of Irwindale to obtain an actuarial valuation on a biennial basis; and

WHEREAS, it is the City's desire to amend the FY 2024-2025 Adopted Budget to appropriate $1,500,000 to be transferred to California Employers' Retiree Benefit Trust (CERBT) Fund held with California Public Employees' Retirement System (CalPERS) for the City's Other Post-Employment Benefits (OPEB) Unfunded Accrued Liability (UAL).

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

SECTION 1. The City Council hereby approves amending the FY 2024-2025 Adopted Budget to appropriate $1,500,000 ($1,200,000 (80% General Fund) + $300,000 (20% Mining Impact Fund) reserves to corresponding GL Accts. 42325-1210) and then transferring it to CERBT Fund held with CalPERS for the OPEB UAL contributions.

SECTION 2. That the Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 24TH day of July, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-55-3532 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

City of Irwindale

Actuarial Study of
Retiree Health Liabilities Under GASB 74/75
Valuation Date: June 30, 2023
Measurement Date: June 30, 2023
For Fiscal Year-End: June 30, 2024

Prepared by:
Total Compensation Systems, Inc.

Date: March 4, 2024

Table of Contents

PART I: EXECUTIVE SUMMARY 1

A. INTRODUCTION 1
B. KEY RESULTS 1
C. SUMMARY OF GASB 75 ACCOUNTING RESULTS 2
1. Changes in Net OPEB Liability 2
2. Deferred Inflows and Outflows 3
3. OPEB Expense 3
4. Adjustments 3
5. Trend and Interest Rate Sensitivities 3
D. DESCRIPTION OF RETIREE BENEFITS 4
E. SUMMARY OF VALUATION DATA 4
F. CERTIFICATION 5

PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS 7

A. INTRODUCTION. 7
B. LIABILITY FOR RETIREE BENEFITS. 7
C. ACTUARIAL ACCRUAL 8
D. ACTUARIAL ASSUMPTIONS 8
E. TOTAL OPEB LIABILITY 9
F. VALUATION RESULTS 10
1. Actuarial Present Value of Projected Benefit Payments (APVPBP) 10
2. Service Cost 10
3. Total OPEB Liability and Net OPEB Liability 11
4. "Pay As You Go" Projection of Retiree Benefit Payments 11
G. ADDITIONAL RECONCILIATION OF GASB 75 RESULTS 12
H. PROCEDURES FOR FUTURE VALUATIONS 13

PART III: ACTUARIAL ASSUMPTIONS AND METHODS 14

A. ACTUARIAL METHODS AND ASSUMPTIONS: 14
B. ECONOMIC ASSUMPTIONS: 15
C. NON-ECONOMIC ASSUMPTIONS: 16

PART IV: APPENDICES 18

APPENDIX A: DEMOGRAPHIC DATA BY AGE 18
APPENDIX B: ADMINISTRATIVE BEST PRACTICES 19
APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES 20
APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES 25
APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS 28

City of Irwindale
Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

This report was produced by Total Compensation Systems, Inc. for City of Irwindale to determine the liabilities associated with its current retiree health program as of a June 30, 2023 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2024. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2024 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2024 measurement date is provided on page 13.

B. Key Results

Irwindale uses an Actuarial Measurement Date that is 12 months prior to its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2023 will be used on a look back basis for the June 30, 2024 Fiscal Year-End.

Key Results	**Current Year** *June 30, 2023 Measurement Date for June 30, 2024 Fiscal Year-End*	**Prior Year** *June 30, 2022 Measurement Date for June 30, 2023 Fiscal Year-End*
Total OPEB Liability (TOL)	$24,413,187	$21,104,070
Fiduciary Net Position (FNP)	$6,454,510	$5,816,911
Net OPEB Liability (NOL)	$17,958,677	$15,287,159
Service Cost *(for year following)*	$543,496	$431,129
Estimated Pay-as-you-go Amount *(for year following)*	$1,068,448	$1,022,838
GASB 75 OPEB Expense *(for year ending)*	$2,367,045	$1,875,471

Refer to results section beginning on page 10 or the glossary on page 28 for descriptions of the above items.

Key Assumptions	**Current Year** *June 30, 2023 Measurement Date for June 30, 2024 Fiscal Year-End*	**Prior Year** *June 30, 2022 Measurement Date for June 30, 2023 Fiscal Year-End*
Valuation Interest Rate	6.44%	6.52%
Expected Rate of Return on Assets	6.75%	6.75%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

The following table shows the "pay as you go" projection of annual payments for the employer share of retiree health costs. Although actual payments are certain to vary from those shown below, these projections can be useful for planning purposes. See page 11 for amounts below broken out by employee classification, if applicable.

Year Beginning July 1	*Projected Benefit Payments*
2023	$1,068,448
2024	$1,132,396
2025	$1,207,895
2026	$1,268,259
2027	$1,300,991
2028	$1,361,509
2029	$1,459,317
2030	$1,514,921
2031	$1,625,089
2032	$1,715,393

C. Summary of GASB 75 Accounting Results

1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2022 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2023 NOL. A more detailed version of this table can be found on page 12.

	TOL	*FNP*	*NOL*
Balance at June 30, 2022 Measurement Date	**$21,104,070**	**$5,816,911**	**$15,287,159**
Service Cost	$431,129	$0	$431,129
Interest on TOL / Return on FNP	$1,356,696	$377,318	$979,378
Employer Contributions	$0	$1,284,810	($1,284,810)
Benefit Payments	($1,022,838)	($1,022,838)	$0
Administrative Expenses	$0	($1,691)	$1,691
Experience (Gains)/Losses	$1,286,029	$0	$1,286,029
Changes in Assumptions	$1,258,101	$0	$1,258,101
Other	$0	$0	$0
Net Change	$3,309,117	$637,599	$2,671,518
Actual Balance at June 30, 2023 Measurement Date	**$24,413,187**	**$6,454,510**	**$17,958,677**

2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 25.

Balances at June 30, 2024 Fiscal Year-End	*Deferred Outflows*	*Deferred Inflows*
Differences between expected and actual experience	$2,024,513	($89,807)
Changes in assumptions	$2,164,735	$0
Differences between projected and actual return on assets	$434,093	$0
Total	$4,623,341	($89,807)

To be recognized fiscal year ending June 30:	*Deferred Outflows*	*Deferred Inflows*
2025	$993,764	($23,028)
2026	$958,468	($23,028)
2027	$1,147,871	($23,028)
2028	$638,032	($20,723)
2029	$453,212	$0
Thereafter	$431,994	$0
Total	$4,623,341	($89,807)

3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

To be recognized fiscal year ending June 30, 2024	*Expense Component*
Service Cost	$431,129
Interest Cost	$1,356,696
Expected Return on Assets	($401,426)
Administrative Expenses	$1,691
Recognition of Experience (Gain)/Loss Deferrals	$457,105
Recognition of Assumption Change Deferrals	$419,009
Recognition of Investment (Gain)/Loss Deferrals	$102,841
Employee Contributions	$0
Changes in Benefit Terms	$0
Net OPEB Expense for fiscal year ending June 30, 2024	$2,367,045

4. Adjustments

The above OPEB expense includes all deferred inflows and outflows except any contributions after the measurement date. Contributions from July 1, 2023 to June 30, 2024 minus prior contributions after the measurement date of $898,714 should also be reflected in OPEB expense. June 30, 2024 deferred outflows should include contributions from July 1, 2023 to June 30, 2024.

5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

Net OPEB Liability at June 30, 2023 Measurement Date	*Discount Rate*	*Healthcare Trend Rate*
1% Decrease in Assumption	$21,331,725	$14,859,418
Current Assumption	$17,958,677	$17,958,677
1% Increase in Assumption	$15,200,094	$21,819,652

D. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

	Miscellaneous	Safety
Benefit types provided	Medical only	Medical only
Duration of Benefits	Lifetime	Lifetime
Required Service*	Government Code Section 22893 requirements	Government Code Section 22893 requirements
Minimum Age	50	50
Dependent Coverage	Yes	Yes
City Contribution %*	50% of cap with 10 years of service grading to 100% of cap at 20 years of service	50% of cap with 10 years of service grading to 100% of cap at 20 years of service
City Cap	State contribution levels	State contribution levels

*Those hired prior to July 1, 2010 only require five years of service to receive 100% of cap

E. Summary of Valuation Data

This report is based on census data provided to us as of June, 2023. Distributions of participants by age and service can be found on page 18. For non-lifetime benefits, the active count below excludes employees for whom it is not possible to receive retiree benefits (e.g. employees who are already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	Current Year *June 30, 2023 Valuation Date* *June 30, 2023 Measurement Date*	Prior Year *June 30, 2021 Valuation Date* *June 30, 2022 Measurement Date*
Active Employees eligible for future benefits		
Count	106	83
Average Age	43.9	44.9
Average Years of Service	13.2	13.2
Retirees currently receiving benefits		
Count	83	81
Average Age	68.7	68.6

We were not provided with information about any terminated, vested employees.

F. Certification

The actuarial information in this report is intended solely to assist Irwindale in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Irwindale. Release of this report may be subject to provisions of the Agreement between Irwindale and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2023 to June 30, 2024, using a measurement date of June 30, 2023. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Irwindale. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the City personnel records.

- We used relevant sections of collective bargaining agreements provided by the City.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Irwindale and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of

Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Geoffrey L. Kischuk
Actuary
Total Compensation Systems, Inc.
(805) 496-1700

PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Irwindale. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Irwindale uses contribution caps, the influence of the trend factor is further reduced. We multiplied each future year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid in any future year is zero if the participant will not be eligible. The participant will not be eligible if s/he will not have met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2023 at 6.44% interest.

For any ***current retirees***, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2023 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an "implicit rate subsidy").

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method" and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the "entry age actuarial cost method". Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee's projected pay.

D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current ***cost of retiree health benefits*** (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The ***"trend" rate*** at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A "cap" on City contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- ***Mortality rates*** varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- ***Employment termination rates*** have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The ***service requirement*** reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- ***Retirement rates*** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.

- ***Participation rates*** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.

- The ***discount rate*** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.

- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.

- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.

- Liability changes resulting from plan changes, for example, cannot be deferred.

F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

Actuarial Present Value of Projected Benefit Payments as of June 30, 2023 Valuation Date

	Total	*General Employees*		*Police Officers*
Active: Pre-65 Benefit	$6,549,492	$3,457,852	$0	$3,091,640
Post-65 Benefit	$8,387,791	$5,341,455	$0	$3,046,336
Subtotal	$14,937,283	$8,799,307	$0	$6,137,976
Retiree: Pre-65 Benefit	$3,105,688	$1,184,373	$0	$1,921,315
Post-65 Benefit	$11,309,063	$6,058,342	$0	$5,250,721
Subtotal	$14,414,751	$7,242,715	$0	$7,172,036
Grand Total	$29,352,034	$16,042,022	$0	$13,310,012
Subtotal Pre-65 Benefit	$9,655,180	$4,642,225	$0	$5,012,955
Subtotal Post-65 Benefit	$19,696,854	$11,399,797	$0	$8,297,057

2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

Service Cost Valuation Year Beginning July 1, 2023

	Total	*General Employees*		*Police Officers*
# of Eligible Employees	106	80	0	26
First Year Service Cost				
Pre-65 Benefit	$210,156	$109,120	$0	$101,036
Post-65 Benefit	$333,340	$197,360	$0	$135,980
Total	$543,496	$306,480	$0	$237,016

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the City will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

Total OPEB Liability and Net OPEB Liability as of June 30, 2023 Valuation Date

	Total	*General Employees*		*Police Officers*
Active: Pre-65 Benefit	4,572,590	$2,377,614	$0	$2,194,976
Active: Post-65 Benefit	$5,425,570	$3,552,092	$0	$1,873,478
Subtotal	$9,998,160	$5,929,706	$0	$4,068,454
Retiree: Pre-65 Benefit	$3,105,760	$1,184,403	$0	$1,921,357
Retiree: Post-65 Benefit	$11,309,267	$6,058,470	$0	$5,250,797
Subtotal	$14,415,027	$7,242,873	$0	$7,172,154
Subtotal: Pre-65 Benefit	$7,678,350	$3,562,017	$0	$4,116,333
Subtotal: Post-65 Benefit	$16,734,837	$9,610,562	$0	$7,124,275
Total OPEB Liability (TOL)	$24,413,187	$13,172,579	$0	$11,240,608
Fiduciary Net Position as of June 30, 2023	$6,454,510			
Net OPEB Liability (NOL)	$17,958,677			

4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the City's ten year retiree benefit outlay. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be ***in***accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the City's share of retiree health costs.

Year Beginning July 1	*Total*	*General Employees*	*Police Officers*
2023	$1,068,448	$592,468	$475,980
2024	$1,132,396	$631,168	$501,228
2025	$1,207,895	$664,188	$543,707
2026	$1,268,259	$682,637	$585,622
2027	$1,300,991	$692,065	$608,926
2028	$1,361,509	$711,950	$649,559
2029	$1,459,317	$767,268	$692,049
2030	$1,514,921	$782,009	$732,912
2031	$1,625,089	$841,259	$783,830
2032	$1,715,393	$859,230	$856,163

G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2022 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2023 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	TOL	*FNP*	*NOL*
Balance at June 30, 2022	**$21,104,070**	**$5,816,911**	**$15,287,159**
Service Cost	$431,129	$0	$431,129
Interest on Total OPEB Liability	$1,356,696	$0	$1,356,696
Expected Investment Income	$0	$401,426	($401,426)
Administrative Expenses	$0	($1,691)	$1,691
Employee Contributions	$0	$0	$0
Employer Contributions to Trust	$0	$261,972	($261,972)
Employer Contributions as Benefit Payments	$0	$1,022,838	($1,022,838)
Benefit Payments from Trust	$0	$0	$0
Expected Benefit Payments from Employer	($1,022,838)	($1,022,838)	$0
Expected Balance at June 30, 2023	**$21,869,057**	**$6,478,618**	**$15,390,439**
Experience (Gains)/Losses	$1,286,029	$0	$1,286,029
Changes in Assumptions	$1,258,101	$0	$1,258,101
Changes in Benefit Terms	$0	$0	$0
Investment Gains/(Losses)	$0	($24,108)	$24,108
Other	$0	$0	$0
Net Change during 2023	$3,309,117	$637,599	$2,671,518
Actual Balance at June 30, 2023*	**$24,413,187**	**$6,454,510**	**$17,958,677**

***** May include a slight rounding error.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Irwindale is shown beginning on page 25. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2024

	Beginning Balance	*Change Due to New Deferrals*	*Change Due to Recognition*	*Ending Balance*
Experience (Gains)/Losses	$1,105,782	$1,286,029	($457,105)	$1,934,706
Assumption Changes	$1,325,643	$1,258,101	($419,009)	$2,164,735
Investment (Gains)/Losses	$512,826	$24,108	($102,841)	$434,093
Deferred Balances	$2,944,251	$2,568,238	($978,955)	$4,533,534

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

Preliminary OPEB Expense Fiscal Year Ending June 30, 2024

	Beginning Net Position	*Ending Net Position*	*Change*
Net OPEB Liability (NOL)	$15,287,159	$17,958,677	$2,671,518
Deferred Balances	$2,944,251	$4,533,534	$1,589,283
Net Position	$12,342,908	$13,425,143	$1,082,235
Adjust Out Employer Contributions			$1,284,810
OPEB Expense			$2,367,045

H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined "roll-forward" valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Irwindale will be a roll-forward valuation with a measurement date of June 30, 2024 which will be used for the fiscal year ending June 30, 2025. Please let us know if Irwindale would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

PART III: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The City should carefully review these assumptions and methods to make sure they reflect the City's assessment of its underlying experience. It is important for Irwindale to understand that the appropriateness of all selected actuarial assumptions and methods are Irwindale's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Irwindale's actual historical experience, and TCS's judgment based on experience and training.

A. ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

SUBSTANTIVE PLAN: As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Irwindale regarding practices with respect to employer and employee contributions and other relevant factors.

B. ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 6.44% per year net of expenses. This is based on assumed long-term return on employer assets. We used the "Building Block Method". (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

TREND: We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

FIDUCIARY NET POSITION (FNP): The following table shows the beginning and ending FNP numbers that were provided by Irwindale.

Fiduciary Net Position as of June 30, 2023

	06/30/2022	*06/30/2023*
Cash and Equivalents	$0	$0
Contributions Receivable	$0	$0
Total Investments	$5,816,911	$6,454,510
Capital Assets	$0	$0
Total Assets	$5,816,911	$6,454,510
Benefits Payable	$0	$0
Fiduciary Net Position	$5,816,911	$6,454,510

C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

MORTALITY

Participant Type	*Mortality Tables*
Police	2021 CalPERS Mortality for Safety Employees
Miscellaneous	2021 CalPERS Mortality for Miscellaneous and Schools Employees

RETIREMENT RATES

Employee Type	*Retirement Rate Tables*
Police Officers	Hired 2013 and later: 2021 CalPERS 2.7%@57 Rates for Police Employees
	Hired 2012 and earlier: 2021 CalPERS 3.0%@50 Rates for Police Employees
General Employees	Hired 2012 and earlier: 2021 CalPERS 2.0%@55 Rates for Miscellaneous Employees
	Hired 2013 and later: 2021 CalPERS 2.0%@62 Rates for Miscellaneous Employees

COSTS FOR RETIREE COVERAGE

Actuarial Standard of Practice 6 (ASOP 6) provides that, as a general rule, retiree costs should be based on actual claim costs or age-adjusted premiums. This is true even for many medical plans that are commonly considered to be "community-rated." However, ASOP 6 contains a provision – specifically section 3.7.7(c) – that allows use of unadjusted premiums in certain circumstances.

It is my opinion that the section 3.7.7(c)(4) exception allows use of unadjusted premium for PEMHCA agencies if certain conditions are met. Following are the criteria we applied to Irwindale to determine that it is reasonable to assume that Irwindale's future participation in PEMHCA is likely and that the CalPERS medical program as well as its premium structure are sustainable. (We also have an extensive white paper on this subject that provides a basis for our rationale entirely within the context of ASOP 6. We will make this white paper available upon request.)

- **Plan qualifies as a "pooled health plan."** ASOP 6 defines a "pooled health plan" as one in which premiums are based at least in part on the claims experience of groups other than the one being valued." Since CalPERS rates are the same for all employers in each region, rates are clearly based on the experience of many groups.

- **Rates not based to any extent on the agency's claim experience.** As mentioned above, rates are the same for all participating employers regardless of claim experience or size.

- **Rates not based to any extent on the agency's demographics.** As mentioned above, rates are the same for all participating employers regardless of demographics.

- **No refunds or charges based on the agency's claim experience or demographics.** The terms of operation of the CalPERS program are set by statute and there is no provision for any refunds and charges that vary from employer to employer for any reason. The only charges are uniform administrative charges.

- **Plan in existence 20 or more years.** Enabling legislation to allow "contracting agencies" to participate in the CalPERS program was passed in 1967. The CalPERS medical plan has been successfully operating for almost 50 years. As far back as we can obtain records, the rating structure has been consistent, with the only difference having been a move to regional rating which is unrelated to age-adjusted rating.

- **No recent large increases or decreases in the number of participating plans or enrollment.** The CalPERS medical plan has shown remarkably stable enrollment. In the past 10 years, there has been

small growth in the number of employers in most years – with the maximum being a little over 2% and a very small decrease in one year. Average year over year growth in the number of employers over the last 10 years has been about 0.75% per year. Groups have been consistently leaving the CalPERS medical plan while other groups have been joining with no disruption to its stability.

- **Agency is not expecting to leave plan in foreseeable future.** The City does not plan to leave CalPERS at present.
- **No indication the plan will be discontinued.** We are unaware of anything that would cause the CalPERS medical plan to cease or to significantly change its operation in a way that would affect this determination.
- **The agency does not represent a large part of the pool.** The City is in the CalPERS Los Angeles Area region. Based on the information we have, the City constitutes no more than 0.3% of the Los Angeles Area pool. In our opinion, this is not enough for the City to have a measurable effect on the rates or viability of the Los Angeles Area pool.

Retiree liabilities are based on actual retiree costs. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any City contribution caps.

Participant Type	*Future Retirees Pre-65*	*Future Retirees Post-65*
General Employees	$18,830	$7,465
Police Officers	$20,783	$12,109

PARTICIPATION RATES

Employee Type	*<65 Non-Medicare Participation %*	*65+ Medicare Participation %*
Police	100%	100%
Miscellaneous	100%	100%

TURNOVER

Employee Type	*Turnover Rate Tables*
Police	2021 CalPERS Turnover for Police Employees
Miscellaneous	2021 CalPERS Turnover for Miscellaneous Employees

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

PART IV: APPENDICES

APPENDIX A: DEMOGRAPHIC DATA BY AGE

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS

Age	*Total*	*General Employees*		*Police Officers*
Under 25	1	1		0
25 – 29	13	10		3
30 – 34	8	8		0
35 – 39	18	13		5
40 – 44	16	10		6
45 – 49	24	16		8
50 – 54	11	8		3
55 – 59	7	6		1
60 – 64	5	5		0
65 and older	3	3		0
Total	106	80	0	26

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE

	Total	*Under 5 Years of Service*	*5 – 9 Years of Service*	*10 – 14 Years of Service*	*15 –19 Years of Service*	*20 – 24 Years of Service*	*25 – 29 Years of Service*	*30 – 34 Years of Service*	*Over 34 Years of Service*
Under 25	1	1							
25 – 29	13	11	2						
30 – 34	8	4		3	1				
35 – 39	18	8	2		8				
40 – 44	16	3	4	1	5	1	2		
45 – 49	24	2	1	1	9	6	1	4	
50 – 54	11	2	4		2			2	1
55 – 59	7	2		1	3			1	
60 – 64	5	1	1			1			2
65 and older	3		1		1			1	
Total	106	34	15	6	29	8	3	8	3

ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS

Age	*Total*	*General Employees*		*Police Officers*
Under 50	1	0		1
50 – 54	4	0		4
55 – 59	8	5		3
60 – 64	16	11		5
65 – 69	17	10		7
70 – 74	21	15		6
75 – 79	6	5		1
80 – 84	6	5		1
85 – 89	3	2		1
90 and older	1	1		0
Total	83	54	0	29

APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Irwindale should take to manage the liability created by the current retiree health program. The following items are intended only to allow the City to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Irwindale's practices, it is possible that Irwindale is already complying with some or all of these suggestions.

- We suggest that Irwindale maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Irwindale should determine whether the benefit is material and subject to GASB 74 and/or 75.

- Under GASB 75, it is important to isolate the cost of retiree health benefits. Irwindale should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – ***even on a retiree-pay-all basis*** – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Irwindale should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

- Irwindale should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for City-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

- Several assumptions were made in estimating costs and liabilities under Irwindale's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Irwindale should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Irwindale to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The City should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the City in complying with GASB 74/75 disclosure requirements:

Paragraph 50: **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Irwindale. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	83
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	106
Total Number of participants	189

*We were not provided with information about any terminated, vested employees

Paragraph 51: **Significant Assumptions and Other Inputs**

Shown in Part III.

Paragraph 52: **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Irwindale in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2021 CalPERS Mortality for Safety Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Mortality for Safety Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2021 CalPERS Retiree Mortality for Safety Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Retiree Mortality for Safety Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Retirement Tables

Retirement Table	2021 CalPERS 2.0%@55 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2021 CalPERS 2.0%@55 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2021 CalPERS 2.0%@62 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2021 CalPERS 2.0%@62 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2021 CalPERS 2.7%@57 Rates for Police Employees
Disclosure	The retirement assumptions are based on the 2021 CalPERS 2.7%@57 Rates for Police Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2021 CalPERS 3.0%@50 Rates for Police Employees
Disclosure	The retirement assumptions are based on the 2021 CalPERS 3.0%@50 Rates for Police Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Tables

Turnover Table	2021 CalPERS Turnover for Miscellaneous Employees
Disclosure	The turnover assumptions are based on the 2021 CalPERS Turnover for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Table	2021 CalPERS Turnover for Police Employees
Disclosure	The turnover assumptions are based on the 2021 CalPERS Turnover for Police Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	$14,859,418	$17,958,677	$21,819,652

Paragraph 53: **Discount Rate**

The following information is intended to assist Irwindale to comply with Paragraph 53 requirements.

53.a: A discount rate of 6.44% was used in the valuation. The interest rate used in the prior valuation was 6.52%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 32 year real rates of return for each asset class along with our

assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 50 basis points.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2023 resulting in a rate of 3.65%.

53.e: We used the municipal bond rate beyond 53 years to result in an equivalent valuation rate of 6.44%.

53.f: Following is the assumed asset allocation and assumed rate of return for each.
CERBT - Strategy 1

Asset Class	Percentage of Portfolio	Assumed Gross Return
All Equities	59.0000	7.5450
All Fixed Income	25.0000	4.2500
Real Estate Investment Trusts	8.0000	7.2500
All Commodities	3.0000	7.5450
Treasury Inflation Protected Securities (TIPS)	5.0000	3.0000

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	$21,331,725	$17,958,677	$15,200,094

Paragraph 55: **Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

Paragraph 56: **Additional Net OPEB Liability Information**

The following information is intended to assist Irwindale to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2023.
The measurement date is June 30, 2023.
56.b: We are not aware of a special funding arrangement.
56.c: The interest assumption changed from 6.52% to 6.44%. Assumed rates of retirement, termination, and mortality have been updated to align with those currently being used by the statewide pension systems.
56.d: There were no changes in benefit terms since the prior measurement date.
56.e: Not applicable
56.f: To be determined by the employer
56.g: To be determined by the employer
56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D
56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

Paragraph 57: **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.
57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the City contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 32 years.
57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

Paragraph 58: **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the City contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 32 years.

Paragraph 244: **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

EXPERIENCE GAINS AND LOSSES

			Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)								
Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	2023	Amounts to be Recognized in OPEB Expense after 2023	2024	2025	2026	2027	2028	Thereafter
2018-19	$2,100,844	7.9	$1,063,720	$265,930	$771,194	$265,930	$265,930	$239,334			
2019-20	($181,919)	7.9	($69,084)	($23,028)	($89,807)	($23,028)	($23,028)	($23,028)	($20,723)		
2020-21	$252,667	7.1	$71,174	$35,587	$145,906	$35,587	$35,587	$35,587	$35,587	$3,558	
2022-23	$1,286,029	7.2	$0	$178,616	$1,107,413	$178,616	$178,616	$178,616	$178,616	$178,616	$214,333
Net Increase (Decrease) in OPEB Expense			**$1,065,810**	**$457,105**	**$1,934,706**	**$457,105**	**$457,105**	**$430,509**	**$193,480**	**$182,174**	**$214,333**

CHANGES OF ASSUMPTIONS

				Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)							
Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	2023	Amounts to be Recognized in OPEB Expense after 2023	2024	2025	2026	2027	2028	Thereafter
2020-21	$1,167,269	7.1	$328,810	$164,405	$674,054	$164,405	$164,405	$164,405	$164,405	$16,434	
2021-22	$567,051	7.1	$79,867	$79,867	$407,317	$79,867	$79,867	$79,867	$79,867	$79,867	$7,982
2022-23	$1,258,101	7.2	$0	$174,737	$1,083,364	$174,737	$174,737	$174,737	$174,737	$174,737	$209,679
Net Increase (Decrease) in OPEB Expense			**$408,677**	**$419,009**	**$2,164,735**	**$419,009**	**$419,009**	**$419,009**	**$419,009**	**$271,038**	**$217,661**

INVESTMENT GAINS AND LOSSES

			Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)								
Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2022	2023	Amounts to be Recognized in OPEB Expense after 2023	2024	2025	2026	2027	2028	Thereafter
2018-19	$41,091	5	$32,876	$8,215	$0						
2019-20	$176,501	5	$105,903	$35,301	$35,297	$35,297					
2020-21	($1,080,004)	5	($432,002)	($216,001)	($432,001)	($216,001)	($216,000)				
2021-22	$1,352,519	5	$270,504	$270,504	$811,511	$270,504	$270,504	$270,503			
2022-23	$24,108	5	$0	$4,822	$19,286	$4,822	$4,822	$4,822	$4,820		
Net Increase (Decrease) in OPEB Expense			**($22,719)**	**$102,841**	**$434,093**	**$94,622**	**$59,326**	**$275,325**	**$4,820**	**$0**	**$0**

APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Cost Method:	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
Actuarial Present Value of Projected Benefit Payments:	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
Deferred Inflows/Outflows of Resources:	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
Discount Rate:	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
Fiduciary Net Position:	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
Implicit Rate Subsidy:	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
Measurement Date:	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
Mortality Rate:	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
Net OPEB Liability (NOL):	The Total OPEB Liability minus the Fiduciary Net Position.
OPEB Benefits:	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
OPEB Expense:	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
Participation Rate:	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

Pay As You Go Cost:	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
Retirement Rate:	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
Service Cost:	The annual dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
Service Requirement:	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
Total OPEB Liability (TOL):	The amount of the actuarial present value of projected benefit payments attributable to participants' past service based on the actuarial cost method used.
Trend Rate:	The rate at which the employer's share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
Turnover Rate:	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
Valuation Date:	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can't be more than 30 months prior.

CERBT Account Update Summary

City of Irwindale

as of March 31, 2024

CalPERS

OPEB Valuation Report Summary

OPEB Actuarial Valuation Report by Total Compensation Systems, Inc.	
Valuation Date	6/30/2023
Measurement Date	6/30/2023
Total OPEB Liability (TOL)	$24,413,187
Valuation Assets	$6,454,510
Net OPEB Liability (NOL)	$17,958,677
Funded Status	26%
Actuarially Determined Contribution (ADC)	--
CERBT Asset Allocation Strategy	Strategy 1
Discount Rate	6.44%

CERBT Account Summary

As of March 31, 2024	Strategy 1
Initial contribution (06/30/2009)	$41,810
Additional contributions	$3,104,481
Disbursements	$0
CERBT expenses	($54,602)
Investment earnings	$4,015,067
Total assets	$7,106,756
Annualized net rate of return (06/30/2009-03/31/2024 = 14.75 years)	7.56%

Cash Flow Summary by Fiscal Year

Fiscal Year	Contributions	Disbursements	Cumulative Investment Gains (Losses)	Cumulative Fees	Cumulative Ending Assets
2006-07	$0	$0	$0	$0	$0
2007-08	$0	$0	$0	$0	$0
2008-09	$596,810	$0	($19)	($1)	$596,790
2009-10	$575,094	$0	$90,042	($670)	$1,261,276
2010-11	$337,728	$0	$404,559	($2,538)	$1,911,654
2011-12	$268,346	$0	$404,973	($4,751)	$2,178,200
2012-13	$208,984	$0	$660,231	($8,306)	$2,638,886
2013-14	$257,999	$0	$1,147,264	($12,301)	$3,379,923
2014-15	$316,509	$0	$1,144,367	($15,701)	$3,690,136
2015-16	$149,687	$0	$1,182,694	($18,744)	$3,875,106
2016-17	$123,163	$0	$1,592,832	($22,189)	$4,404,962
2017-18	$0	$0	$1,945,073	($26,158)	$4,753,234
2018-19	$50,000	$0	$2,240,548	($30,208)	$5,094,659
2019-20	$0	$0	$2,422,644	($34,592)	$5,272,371
2020-21	$0	$0	$3,873,887	($39,729)	$6,718,476
2021-22	$0	$0	$2,977,407	($45,381)	$5,816,345
2022-23	$261,972	$0	$3,356,925	($50,412)	$6,452,804
as of 3/31/2024	$0	$0	$4,015,067	($54,602)	$7,106,756

CERBT/CEPPT Investment Returns Outperform Benchmarks

Periods ended February 29, 2024

Fund	Assets	1 Month	3 Months	FYTD	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	$17,205,007,186	1.61%	6.71%	7.28%	11.70%	2.17%	6.56%	5.81%	5.20%
Benchmark		1.58%	6.66%	7.15%	11.44%	1.97%	6.33%	5.47%	4.81%
CERBT Strategy 2 (Inception October 1, 2011)	$1,942,474,401	0.72%	5.63%	5.33%	8.82%	0.46%	4.94%	4.68%	6.17%
Benchmark		0.70%	5.57%	5.26%	8.66%	0.33%	4.79%	4.40%	5.91%
CERBT Strategy 3 (Inception January 1, 2012)	$784,150,125	0.08%	4.77%	3.97%	6.81%	-0.34%	3.81%	3.79%	4.61%
Benchmark		0.06%	4.71%	3.90%	6.68%	-0.43%	3.70%	3.54%	4.35%
CERBT Total	**$19,931,631,712**								
CEPPT Strategy 1 (Inception October 1, 2019)	$164,899,849	0.83%	5.35%	5.85%	9.64%	0.97%	-	-	4.06%
Benchmark		0.80%	5.32%	5.74%	9.44%	0.76%	-	-	3.94%
CEPPT Strategy 2 (Inception January 1, 2020)	$50,021,441	-0.12%	3.95%	4.05%	6.83%	-0.75%	-	-	1.25%
Benchmark		-0.13%	3.92%	3.95%	6.70%	-0.84%	-	-	1.14%
CEPPT Total	**$214,921,290**								

CERBT Portfolios

2022 Capital Market Assumptions	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Expected Return	6.0%	5.5%	5.0%
Risk	12.1%	9.9%	8.4%

CERBT Portfolio Details

Asset Classification	Benchmark	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Global Equity	MSCI All Country World Index IMI (Net)	49% ±5%	34% ±5%	23% ±5%
Fixed Income	Bloomberg Long Liability Index	23% ±5%	41% ±5%	51% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Index (Net)	20% ±5%	17% ±5%	14% ±5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg US TIPS Index, Series L	5% ±3%	5% ±3%	9% ±3%
Commodities	S&P GSCI Total Return Index	3% ±3%	3% ±3%	3% ±3%
Cash	91-Day Treasury Bill	0% +2%	0% +2%	0% +2%

Total Participation Cost Fee Rate

- Total all-inclusive cost of participation
  - Combines administrative, custodial, and investment fees
  - Separate trust funds
  - Self-funded, fee rate may change in the future
  - Fee is applied daily to assets under management
    - 10 basis points - CERBT
    - 25 basis points - CEPPT

629 Prefunding Program Employers

604 CERBT and 94 CEPPT

- State of California
- 157 Cities or Towns
- 10 Counties
- 83 School Employers
- 32 Courts
- 347 Special Districts and other Public Agencies
  - (103 Water, 37 Sanitation, 34 Fire, 27 Transportation)

Financial Reporting

- CERBT provides audited and compliant GASB 75 report in a Schedule of Changes in Fiduciary Net Position (FNP)
  - Published in January each year

CERBT FNP Fiscal Year	Availability
2020-21 2021-22 2022-23	Available at https://www.calpers.ca.gov/cerbt

Questions? Where to Get Trust Fund Information?

Name	Title	E-mail	Desk	Mobile
Darren Lathrop	Outreach & Support Manager	Darren.Lathrop@calpers.ca.gov	(916) 795-0751	(916) 291-0391
Lee Lo	Outreach & Support Analyst	Lee.Lo@calpers.ca.gov	(916) 795-4034	(916) 612-4128
Therese Luo	Outreach & Support Analyst	Therese.Luo@calpers.ca.gov	(916) 795-2983	(916) 213-2879
Danny Kaufman	Outreach & Support Analyst	Daniel.Kaufman@calpers.ca.gov.	(916) 795-8278	(916) 440-3821
Colleen Cain-Herrback	Administration & Reporting Program Manager	Colleen.Cain-Herrback@calpers.ca.gov	(916) 795-2474	(916) 505-2506
Vic Anderson	Administration & Reporting Manager	Victor.Anderson@calpers.ca.gov	(916) 795-3739	(916) 281-8214
Robert Sharp	Assistant Division Chief	Robert.Sharp@calpers.ca.gov	(916) 795-3878	(916) 397-0756

Program E-mail Addresses	Prefunding Programs Webpages
CEPPT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CEPPT
CERBT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CERBT
CERBTACCOUNT@calpers.ca.gov – Online Record Keeping System	www.your-fundaccount.com/calpers

City of Irwindale

July 24, 2024

Retiree Health Benefits under GASB 74/75

June 30, 2023 Actuarial Valuation

Will Kane, FSA, EA, MAAA

TCS, Inc

Presentation Outline

- Current Benefit Structure
- Valuation Terminology
- Valuation Results
- Future Expectations

Current Retiree Health Benefits

- City provides full lifetime medical coverage to eligible retirees and their dependents
  - Employee must retire from the City with at least 10 years of CalPERS service (five years with the City)
    - City pays 50% of the medical premium for retirees with 10 years of service, increasing by 5% per year up to 100% at 20 years of service
    - Only five years of service are required for retirement and full benefits for employees hired prior to January 1, 2011

Valuation Terminology

- **Total OPEB Liability (TOL): $24.4M**
  - Represents what is owed due to the promise to provide future benefits
  - Only includes benefits already earned due to past service
  - Grows as benefits are earned and with interest; shrinks as benefits are paid
- **Fiduciary Net Position (FNP): $6.4M**
  - The amount of assets that have been set aside in an irrevocable trust for the exclusive use of paying retiree health benefits
  - Grows or shrinks each year based on investment return, contributions to the trust, and benefit payments from the trust
- **Net OPEB Liability (NOL): $18.0M**
  - The TOL minus the FNP, in other words, what is owed that is in excess of what has already been set aside
- **Service Cost: $540,000**
  - An active employee's liability accumulates over the course of their career
  - The value of the additional benefit accrued in one year is the Service Cost
  - For funded plans, Service Cost is a good guideline for minimum annual funding

June 30, 2023 Valuation Results

$ in millions	TOL	FNP	NOL
Balance at June 30, 2022	**$21.1**	**$5.8**	**$15.3**
Total One-Year Change	+$3.3	+$0.6	+$2.7
Balance at June 30, 2023	**$24.4**	**$6.4**	**$18.0**

- The expectation is that the NOL will increase by around $600,000 per year
  - This includes benefits earned and interest growth for the year offset by expected investment return and benefits paid
  - Any contributions made to the OPEB Trust will offset or reverse the expected increase in NOL; withdrawals from the trust will accelerate the expected increase ($262,000 was contributed in 2022-23 and $595,000 in 2023-24)
  - 2022-23 produced a $2.7m increase in the NOL due to several new retirements at relatively young ages as well as updates to underlying assumptions in the actuarial valuation
- Volatility should be expected from year to year as experience deviates from expectations (medical costs, demographics, investment return)

Looking to June 30, 2024 & Beyond

- Anticipate performing a roll-forward valuation for 2024
  - GASB 75 requires full valuations to be performed every two years
  - In-between years can be satisfied via a streamlined approach
- Net OPEB Liability will increase over time if assumptions are met unless at least $600,000 is contributed per year to the trust
  - Larger contributions will shrink the NOL over time
  - $595,000 2023-24 contribution is sufficient to target keeping the NOL level
- Movement can be uneven due to actuarial gains and losses
  - Fluctuations can be large if medical costs change dramatically or asset return deviates from expectations

Thank you!

Questions?

Item #22.C.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Receive Update on City of Irwindale Public Library Improvement Project (Project) and Provide Direction to Staff to Proceed with Finalizing the Plans and Specifications for the Project

City Manager's Recommendation:

That the City Council receive staff's update on the City of Irwindale Public Library Improvement Project (Project) and direct staff to proceed with finalizing the plans and specifications for the Project

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Shayna Balli, City Librarian

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Theresa Olivares, Assistant City Manager

Background and Analysis:

As part of the City's community engagement process for the City of Irwindale Public Library

Improvement Project (Project), the City held several community workshops and provided updates to the City Council. The community workshops were held on January 19, 2023, June 27, 2023, and February 15, 2024. These community workshops afforded various community stakeholders the opportunity to provide input on the Project including size of library, features, color scheme, size and type of furniture, and intended uses. Staff provided updates to the City Council regarding this Project on September 13, 2023. Additionally, a revision to the General Plan Map to change the designated Project property from Parks to Public/Institutional was adopted at the June 12, 2024 City Council Meeting.

Based on the input received at the community workshops and the direction previously provided by the City Council, staff is requesting that the City Council receive an update from staff and authorize staff to proceed with finalizing the plans that include color schemes, flooring and furnishing, along with specifications for this Project. Pending the Council's authorization, the City's consultant will finalize the plans and specifications with the intent of having the City Council consider the final plans and specifications to release for bid on September 25, 2024. Staff estimates that the bidding process will be open for 21 days and anticipates this matter to be heard by the City Council to award the bid for this Project on November 13, 2024.

Concurrently, the City has retained Harvey Consulting Group, LLC to prepare the required CEQA and NEPA documents. Staff has been advised that the CEQA and NEPA process will be completed in time for the release of the plans and specifications for the Project.

This staff report will be supplemented by a PowerPoint presentation.

Fiscal Impact:

There is no fiscal impact related to this update.

Attachments:

None

Item #22.D.

City of IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Amend Fiscal Year 2024-2025 Adopted Budget to Appropriate $1,500,000 to transfer to City of Irwindale Public Library Improvement Project

City Manager's Recommendation:

Adopt Resolution No. 2024-58-3535 entitled**: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET TO APPROPRIATE $1,500,000 AND TRANSFERRING IT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT."**

Administrative Action:

Submitted/Prepared by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Theresa Olivares, Assistant City Manager

Background and Analysis:

On October 11, 2022, the City of Irwindale received a letter of intent from the California State Library for a grant in the amount of $6,135,594. The City of Irwindale was required to provide matching funds in the amount of $6,135,594 to support the City of Irwindale Public Library Improvement Project (Project). On November 9, 2022, the City Council adopted Resolution No. 2022-107-3357, authorizing

the acceptance of the grant from the State of California in the amount of $6,135,594 and providing the dollar-for-dollar match funds in the amount of $6,135,594 from the General Fund's Reserve Fund Balance.

Staff and the consultant are currently working on finalizing the plans and specifications for the Project and the initial cost estimate for the Project was $15,730,952. Once the final plans and specifications are finalized, an engineer's estimate for the project will be provided. Based on the preliminary cost estimate, there is a shortfall of $3,459,764 in funding for this project. Staff is recommending contributing another $1,500,000 for FY 2024-2025 to the Project to provide the additional funding necessary to complete the Project. Staff will continue to seek grant funding to assist with the completion of this project.

Fiscal Impact:

Approving Resolution No. 2024-58-3535 will authorize the Finance Director to amend the Fiscal Year 2024-2025 Adopted Budget to appropriate $1,500,000 from the General Fund Reserves and transfer it to the City of Irwindale Public Library Improvement Project #8230.

Attachments:

1. Resolution 2024-58-3535

RESOLUTION NO. 2024-58-3535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET TO APPROPRIATE $1,500,000 AND TRANSFERRING IT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT

WHEREAS, the Legislature and Governor of the State of California provided funds for the State of California Budget Act of 2021 (SB 129); and

WHEREAS, on November 22, 2022, the City Council of the City of Irwindale adopted Resolution 2022-107-3357, authorizing the Assistant City Manager to enter into a funding agreement with the State of California for the $6,135,594 grant; and

WHEREAS, the City is currently finalizing the plans and specifications for the Project and based on the initial Project construction estimate additional funding is necessary; and

WHEREAS, it is the City's desire to amend the FY 2024-2025 Adopted Budget to appropriate $1,500,000 to be transferred to the City of Irwindale Public Library Improvement Project.

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

SECTION 1. The City Council hereby approves amending the FY 2024-2025 Adopted Budget to appropriate $1,500,000 from the General Fund reserves and transferring these funds to the City of Irwindale Public Library Improvement Project.

SECTION 2. That the Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 24TH day of July, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-58-3535 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

Item #22.E.

City of IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adoption of a Field Trip Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Senior Center

City Manager's Recommendation:

That the City Council adopt Resolution No. 2024-56-3533, entitled, **"A Resolution of the City Council of the City of Irwindale Adopting a Field Trip Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and the Irwindale Senior Center."**

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

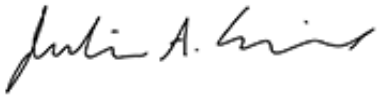


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On July 28, 2021, the City Council approved the City of Irwindale Comprehensive Schedule of Fees & Charges, which included all aquatics, recreation, and senior center related fees. As both the Dan Diaz Recreation Center and Irwindale Senior Center provide field trips once a month with a combination of trips that are at no cost to the city and trips that require an entrance fee, these fees are now free to all

residents.

The provision of free field trips to the community serves an important public purpose of encouraging community involvement, socialization, networking and interaction among citizens and families in order to improve the quality of life of the community.

At the January 23, 2023 Senior Citizen Commission Meeting, Commissioner Gonzalez requested accountability for individuals who sign up for trips but do not cancel by the deadline or do not show up the day of the trip. At the February 27, 2023 Senior Citizen Commission Meeting, staff provided an agenda report to seek the Commission's input on a cancellation policy for field trips. At this meeting, the Commission agreed to the following:

- Deadline to cancel attendance on a field trip is by 6:00pm on the Wednesday before the field trip. If attendee cancels by this date, then no further action is required.
- Any participant who cancels after the deadline will be subject to the following:
    1. First time cancelling after the deadline, the participant will not be able to sign up for the next trip until the standby registration date.
    2. Second time cancelling after the deadline, the participant will not be able to sign up for the next trip.

At the same time the Senior Citizen Commission was discussing no shows and lack of cancellation of field trips, the Irwindale Recreation kept selling out on their field trips with a long standby list to for many of the popular trips. As a result, in March 2023, administration approved an increase in the amount of tickets/spots available for Irwindale Recreation field trips from 23 to 30. While this has helped provide more spots for participants to attend these field trips, there are times when an attendee fails to cancel by the deadline. When there is a standby list for a trip, last minute cancellations and no shows result in someone on the standby list not able to attend and funds lost.

At the May 3, 2023 Parks & Recreation Commission meeting, staff provided a verbal update on the request from the Senior Citizen Commission to create and enact a policy that would penalize those that do not cancel their planned attendance at a field trip by a certain date. The Commission requested that staff continue to educate the community and attendees on the importance of cancelling their attendance on a field trip prior to the deadline. The Commission was against penalizing anyone for not cancelling by the deadline or due to a no show. Due to the limited number of spots available for field trips provided by Irwindale Recreation, continued comments and questions from the community about the Field Trip procedures, staff began writing a Field Trip Policy.

A draft Field Trip Policy was first introduced at the February 26, 2024 Senior Citizen Commission meeting for their review and comments. This policy outlines the field trip guidelines for waiting in line, signing up, holding participants accountable for attending the field trip, seating arrangements, and filling seats in the event of cancellations. At this meeting and as requested by the commission, staff also provided a list of trips, number of individuals registered for the trip, number of individuals who actually attended the trip, and the number of no shows. The following information outlines the requested information presented to the commission for calendar years 2022 and 2023.

SENIOR CENTER FIELD TRIPS					
DATE OF TRIP	**TRIP NAME**	**TOTAL TICKETS /SPOTS**	**# OF SIGN-UPS**	**# OF ATTENDEES**	**# OF NO SHOWS**
1/29/2022	Huntington Library	22	21	18	3
2/19/2022	Pechanga Resort Casino	22	21	20	1
3/20/2022	Hornblower Brunch Cruise	22	21	20	1
4/2/2022	Frida/Olvera Street	22	22	18	4
5/21/2022	Pirates Dinner & Show	22	22	21	1
6/11/2022	Agua Caliente Casino	22	21	14	7
7/16/2022	Beach BBQ	22	22	18	4
8/20/2022	Aquarium of the Pacific	22	22	19	3
9/17/2022	Harrah's Casino	22	21	18	3
10/15/2022	Hollywood Tour	22	20	17	3
11/5/2022	Natural History Museum**	22	22	13	10
12/17/2022	123 Farms	22	19	15	4
1/28/2023	Grease the Musical/Dinner	22	22	19	3
2/11/2023	Casino Morongo	22	22	22	0
3/11/2023	Santa Anita Park	22	22	22	0
4/22/2023	San Antonio	22	22	20	2

	Winery				
5/13/2023	L.A. County Fair	22	21	16	5
6/10/2023	Agua Caliente Casino	22	18	15	3
7/15/2023	Beach BBQ	22	22	20	2
8/5/2023	Santa Monica Pier	22	21	15	6
9/16/2023	Cataline Island	22	22	21	1
10/14/2023	Yaamava Casino	22	19	19	0
11/18/2023	Momma Mia	22	22	20	2
12/2/2023	Merry-Achi Christmas	22	22	22	0

***The Natural History Museum tickets were purchased at the museum; therefore, there was no money lost for this trip.*

The Senior Citizen Commission did not have any changes to the policy at the February 24, 2024 meeting.

While some of the Irwindale Recreation and Irwindale Senior Center Field Trips are free, most of the field trips require an entrance fee, which ranges anywhere from $20 to $140 per ticket. Most tickets are purchased in advance, non-transferable, and only valid for the date purchased. Therefore, when there is a no show or a participant cancels after the deadline and staff is unable to fill that seat, the City or the Irwindale Community Foundation loses money.

Staff also presented the same first draft of the Field Trip Policy to the Parks & Recreation Commission at their March 6, 2024 regular meeting. The Parks & Recreation Commission discussed the policy, accepted comments from the community and agreed on the following changes and additions to the policy:

- During the registration process, staff will make an announcement reminding participants to notify staff of their cancellation by the deadline if they are no longer able to make the trip. *(under Education and Outreach)*
- A Resident ID or City Employee Card is required if the attendee is registering as a Resident or placed on the Standby List. *(under Lining Up for Field Trip Registration)*
- Those individuals calling in only applies to being placed on the standby list in the event that a field trip is full and must do so starting the day after registration up to the Friday before the event. Any spots that are still open for a field trip requires the individual to come in person to

sign up for the trip, fill out all necessary paperwork, and pay fees, if applicable. (under Lining Up for Field Trip Registration)

- This section applies to the Dan Diaz Recreation Center's and Irwindale Aquatics Center's Adult/Family Field Trips only, and the Senior Center's Field Trips. *(under Failure to Cancel After the Deadline)*
    - First time cancelling after the deadline, the participant will receive a warning.
    - Second time cancelling after the deadline, the participant will not be able to sign up for the next trip until the non-resident registration date for the Dan Diaz Recreation Center's and Irwindale Aquatic Center's field trips and the standby registration date for the Irwindale Senior Center's field trips. Typically, departments will provide one trip per month.
    - Third time cancelling after the deadline, the participant will not be able to sign up for the next trip.
    - Should there be a fourth time cancelling after the deadline, the participant will meet with the Department Manager/Supervisor and Public Services Director to determine why the participant continues to sign up for trips but does not attend the trip or cancel before the deadline.
    - The procedures listed under i. – iii. above will reset each fiscal year.
- Forms may be submitted to erodriguez@irwindaleca.gov prior to the trip and are available at the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Senior Center. *(under Appeals Process)*
- Good reasons for cancellation are emergency situations that were not planned for including, but are not limited to medical emergency, custodial issues, etc. *(under Appeals Process)*

The Parks & Recreation Commission asked staff to see if they were able to create a form or box that can be checked using the City's software system that states please call me in the event that there are tickets available for field trips. Additionally, staff provided a similar table as the Senior Center outlining the date of trips, trip names, the number of tickets/spots available, attendance, and the number of participants that did not show up the day of the trip. A separate table was created for the Family/Adult Field Trips, Day Camp Trips, and Teen Trips. The commission asked that this table be revised to include the total amount of funding lost for each trip and brought back for their review.

Since the Parks & Recreation Commission had changes to the policy, this policy was brought back to the Senior Citizen Commission for consideration at its March 25, 2024 meeting. At this meeting, the Senior Citizen Commission agreed to the changes and also asked staff to look into the possibility of allowing individuals to show up the day of the trip to see if there are any tickets/spaces available as a result of no shows.

At the April 3, 2024 Parks & Recreation regular meeting, staff presented the second draft of the Field Trip Policy, which included the changes agreed upon and recommended from the March 6, 2024 Parks & Recreation regular meeting. Additionally, the commission still had the following comments that also affected the Senior Center:

- Use of unused tickets;
- Purchasing procedures;
- Allowing individuals to show up the day of the field trip as to not lose money on the cost of the ticket(s) and for staff to have the required documents/waivers ready the day of the trip in order to replace no shows; and
- Requiring appeal forms to be submitted prior to the registration of the next field trip.

Staff also brought back the following table that outlined the date of each trip, the trip names, total spots/tickets, total number of sign-ups, number of actual attendees the day of the trip, the number of no shows, and the total amount lost as a result of the no shows. There is a separate table for the Family/Adult Field Trips, Day Camp Trips, and Teen Trips.

FAMILY / ADULT TRIPS								
DATE OF TRIP	**TRIP NAME**	**TOTAL # OF TICKETS / SPOTS**	**# OF SIGN-UPS**	**# OF ATTENDEES**	**# OF NO SHOWS**	**PRICE PER TICKET**	**TOTAL PURCHASE PRICE**	**AMOUNT LOST**
2/26/2022	The Hollywood Museum	23	23	20	3	$12.00	$276.00	$36.00
3/26/2022	Farmer's Market / The Grove	23	19	19	0	$0	$0	$0
4/23/2022	Old Town San Diego	23	21	16	5	$0	$0	$0
5/14/2022	Dodgers vs. Phillies	23	23	23	0	$44.00	$1,012.00	$0
6/25/2022	Catalina Island	23	23	23	0	$69.50	$1,598.50	$0
9/24/2022	Dodgers vs. Cardinals	23	23	22	1	$51.00	$1,173.00	$51.00
10/14/2022	Carved @ Descanso Gardens	23	23	23	0	$38.00	$874.00	0
11/19/2022	San	23	14	12	2	$0	$0	$0

	Clemente Outlets							
12/17/2022	Disney on Ice	23	23	23	0	$39.25	$902.75	$0
2/18/2023	Tom's Farm	23	8	3	5	$0	$0	$0
3/18/2023	Santa Barbara	30	30	28	2	$0	$0	$0
4/22/2023	Palm Springs Aerial Tram	30	30	25	5	$32.00	$960.00	$160.00
5/13/2023	Dodgers vs. Padres	30	30	30	0	$88.00	$2,640.00	$0
6/25/2023	Tina Turner	30	30	30	0	$64.50	$1,935.00	$0
9/23/2023	Dodgers vs. Giants	30	30	30	0	$79.00	$2,370.00	$0
10/21/2023	San Diego Safari Park	30	30	30	0	$62.10	$1,863.00	$0
11/18/2023	Oak Tree Mountain	30	Canceled	0	0	$0	$0	$0
12/9/2023	Harbor Cruise	30	30	30	0	$56.00	$1,680.00	$0
					23		**$17,284.25**	**$247.00**

DAY CAMP								
DATE OF TRIP	**TRIP NAME**	**TOTAL # OF TICKETS / SPOTS**	**# OF SIGN-UPS**	**# OF ATTENDEES**	**# OF NO SHOWS**	**PRICE PER TICKET**	**TOTAL PURCHASE PRICE**	**AMOUNT LOST**
4/5/2022	Spring DC - Movie	43	31	21	10	$7.99	$247.69	$79.90

4/7/2022	Spring DC - Knott's	43	31	25	6	$37.00	$1,147.00	$222.00
6/28/2022	Summer DC - Movies	43	43	33	10	$7.99	$343.57	$79.90
7/12/2022	Summer DC - Pacific Park	43	43	32	11	$32.00	$1,376.00	$352.00
7/19/2022	Summer DC - Pirates Dinner	43	43	35	8	$22.61	$972.23	$180.88
7/26/2022	Summer DC - Soak City	43	43	28	15	$30.00	$1,290.00	$450.00
8/2/2022	Summer DC - John's Incred.	43	43	33	10	$26.99	$1,160.57	$269.90
8/9/2022	Summer DC - Raging Waters	43	43	34	9	$37.99	$1,633.57	$341.91
11/22/2022	Fall DC - Universal Studios	43	26	21	5	$109.00	$2,834.00	$545.00
12/27/2022	Winter DC - Movies	43	30	22	8	$7.99	$239.70	$63.92
1/3/2023	Winter DC - Knott's	43	31	22	9	$37.00	$1,147.00	$333.00
4/5/2023	Spring DC - Movie	43	28	24	4	$7.99	$223.72	$31.96
4/6/2023	Spring DC - LA Zoo	43	24	21	3	$16.00	$384.00	$48.00
6/27/2023	Summer DC - Movie	43	39	25	16	$7.99	$311.61	$127.84
7/11/2023	Summer	43	41	28	13		$699.00	$-

	DC - Skate Express							
7/18/2023	Summer DC - Soak City	43	41	23	18	$30.00	$1,230.00	$540.00
7/25/2023	Summer DC - Round 1	43	41	28	13	$27.99	$1,147.59	$363.87
8/1/2023	Summer DC - John's Incred.	43	41	26	15	$27.99	$1,147.59	$419.85
8/8/2023	Summer DC - Raging Waters	43	41	26	15	$37.99	$1,557.59	$569.85
11/24/2023	Disneyland	40	38	37	1	$140.00	$5,320.00	$140.00
12/27/2023	Winter DC - Movie	40	34	24	10	$8.00	$272.00	$80.00
1/3/2024	Winter DC - Knott's	40	29	18	11	$37.00	$1,073.00	$407.00
					220		$25,757.43	**$5,646.78**

TEEN TRIPS								
DATE OF TRIP	**TRIP NAME**	**TOTAL # OF TICKETS / SPOTS**	**# OF SIGN-UPS**	**# OF ATTENDEES**	**# OF NO SHOWS**	**PRICE PER TICKET**	**TOTAL PURCHASE PRICE**	**AMOUNT LOST**
4/8/2022	Knott's Berry Farm	15	9	7	2	$37.00	$333.00	$74.00
7/9/2022	Magic Mountain	15	15	15	0	$45.00	$675.00	$0
9/10/2022	Mall Day - Canceled	15	2	0	0	$0	$0	$0
10/15/2022	Halloween Horror Nights	15	12	12	0	$79.00	$948.00	$0

1/6/2023	Knott's Berry Farm	20	20	20	0	$37.00	$740.00	$0
6/30/2023	Universal Studios	22	21	21	0	$109.00	$2,398.00	$0
4/1/2023	Big Air Trampoline Park	22	8	7	1	$30.00	$240.00	$30
7/31/2023	Eaton Canyon Hiking (TC)	20	6	5	1	$0	$0	$0
8/4/2023	Neon Arcade & Dinner (TC)	20	13	13	0	$0	$0	$0
8/11/2023	Teen Beach Trip (TC)	20	12	12	0	$0	$0	$0
10/7/2023	Knott's Halloween Haunt	22	22	21	1	$73.49	$1,616.78	$73.49
11/24/2023	Disneyland	22	24	23	1	$140.00	$3,360.00	$140.00
1/5/2024	Magic Mountain	22	16	16	0	$73.00	$1,168.00	$0
					6		**$11,478.78**	**$317.49**

At the June 5, 2024, Parks & Recreation Commission regular meeting, staff addressed many of the comments from the April 3, 2024 meeting. Staff's first priority is to purchase tickets for field trips the day of the field trip at the venue; however, the policy for purchasing tickets is based on the guidelines set forth by the venue. Therefore, staff are sometimes required to make reservations and purchase tickets ahead of time. In many cases, these tickets are non-refundable and can only be used the day of the event. In these cases, staff are unable to offer these tickets to the public for purchase.

The attached revised Field Trip Policy addresses the concerns made by the Parks & Recreation Commission regarding individuals allowed to show up the day of the field trip and staff having the required documents/waivers ready to be signed by individuals who are replacing the no-shows. Additionally, there is language that outlines the order in which individuals are selected to replace no shows the day of the field trip. Finally, staff added language requiring appeal forms to be submitted prior to the registration of the next field trip. At this time, the Irwindale Aquatics center does not provide field trips; however, this division is a part of the field trip policy in the event that they provide field trips in the future. The Parks & Recreation Commission recommended approval of the Field Trip Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and the Irwindale Senior Center at

this meeting.

The Field Trip Policy that was finalized by the Parks & Recreation Commission was presented to the Senior Citizen Commission at its June 24, 2024 regular meeting. The commission reviewed the changes and recommended approval to the City Council at this meeting.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. 7-24-2024 Field Trip Policy - RESOLUTION
2. Field Trip

RESOLUTION NO. 2024-56-3533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A FIELD TRIP POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER AND THE IRWINDALE SENIOR CENTER.

WHEREAS, the Irwindale Recreation Department is experiencing increased enrollment in popular free field trips offered to Irwindale residents, including field trips offered at the Dan Diaz Recreation Center, the Irwindale Aquatics Center, and the Irwindale Senior Center; and

WHEREAS, the provision of free field trips to the community serves an important public purpose of encouraging community involvement, socialization, networking and interaction among citizens and families and provides for good physical and mental health in order to improve the quality of life of the community; and

WHEREAS, increased enrollment in these trips creates standby lists and individuals are not calling in to cancel their attendance or do not show the day of the trip, which causes the City of Irwindale or the Irwindale Community to lose the cost of the ticket; and

WHEREAS, in order to provide residents on a field trip standby list with increased opportunities to obtain a seat/ticket to a field trip and to ensure that the City's funds are used in a fiscally responsible manner, staff has requested that the Irwindale City Council ("City Council") impose a Field Trip Policy on trips offered by the City through the Dan Diaz Recreation Center, Irwindale Aquatics Center and Irwindale Senior Center; and

WHEREAS, the Field Trip Policy outlines the field trip guidelines for waiting in line, signing up, holding participants accountable for attending the field trip, seating arrangements, and filling seats in the event of cancellations; and

WHEREAS, the Field Trip Policy provides that it shall be reviewed one year after its approval to receive feedback from the public and staff on how the Field Trip Policy has impacted the community; and

WHEREAS, the Senior Citizen Commission reviewed and provided comments on the Field Trip Policy at the February 27, 2023, February 26, 2024, March 24, 2025, and June 24, 2024 commission meetings, and recommended the City Council approve and adopt the Field Trip Policy; and

WHEREAS, the Parks & Recreation Commission reviewed and provided comments on the Field Trip Policy at the May 3, 2023, March 6, 2024, April 3, 2024, and June 6, 2024 commission meetings, and recommended the City Council approve and adopt the Field Trip Policy; and

WHEREAS, after its latest review of the proposed Attendance Policy at the September 6, 2023 commission meeting, the Parks & Recreation Commission recommended that the City Council approve and adopt the Policy; and

WHEREAS, based on the recommendations from the Parks & Recreation Commission and the Senior Citizen Commission, the City Council hereby desires to approve the City of Irwindale Field Trip Policy.

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

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

SECTION 2. The City Council hereby approves and adopts the City of Irwindale Field Trip Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Senior Center. City staff is hereby authorized to utilize and implement the Field Trip Policy, attached hereto as **Exhibit** "**A**".

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 4. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 24th day of July 2024.

_____
H. Manuel Ortiz, 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. 2024-56-3533 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

City of Irwindale

EXHIBIT "A"

Field Trip Policy

July 24, 2024

I. SCOPE

This policy will provide guidelines as it relates to waiting in line, sign ups, attendance, seating arrangements, and filling seats in the event of cancellations for City run field trips across all departments.

II. PURPOSE

The purpose of this policy is to establish guidelines that govern the process by which participants can sign up for field trips, staff can hold participants accountable in the event a participant misses a field trip and make clear the process in which open seats on field trips can be filled due to cancellations.

III. DEFINITIONS

A. Attendee/Attendee list. Individuals who physically wait in line the day of registration or the duration of the registration period to sign up for a ticket/spot on the list to attend a field trip. Each department will assign the total number of tickets/spots available for each field trip. An attendee is an individual who made it on the attendee list.

B. City Run Field Trip. Any field trip that is offered by City Departments, including but not limited to the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Senior Center where participants sign up to attend a trip, whether the participant rides the City bus or takes their own vehicles.

C. Non-resident. A person that does not live in the City of Irwindale, does not have an active Resident Identification Card, or is not a City of Irwindale Employee.

D. Participant. Any person, resident or non-resident, who would like to sign up for a field trip whether on the attendee list, or standby list.

E. Resident Identification Card. This card is to provide a method by which City staff can accurately identify eligible residents of the City of Irwindale for the purpose of providing a variety of benefits (i.e., aquatics, recreation, and senior center programs), which are only available to residents and/or provided to residents at a reduced or no cost as compared to non-residents.

F. Resident. A person that lives in the City of Irwindale and has an active Resident Identification Card. A City of Irwindale Employee can also sign up as a resident participant and must present their employee identification card at the time of signup.

G. Standby List. The standby list is for persons wishing to attend the field trip but were unable to secure a spot due to capacity limits. The standby list is also when a resident signs up and is placed on the Attendee List, the

resident (per household) is allowed to place two (2) individuals on the standby list. In this case, the standby list is mostly for non-residents but can sometimes be for a resident friend or family member in another household that is unable to wait in line or doesn't have a Resident Identification Card.

The standby list has different priority tiers for the Dan Diaz Recreation Center Field Trips and the Senior Center Field Trips.

IV. PROCEDURES

A. Overview

In an effort to allow all those who would like to participate in City run field trips, a field trip policy will be implemented. The field trip policy will provide guidelines for all City run field trips. From cancellations before and after the deadline, clearly outlining how seating for trips is chosen, and defining the order in which participants are chosen in the event a sold-out trip has cancellations.

B. Education and Outreach

Staff will ensure the placement of deadline information is included on all flyers, at the designated facilities, and on registration paperwork, which will remind participants and attendees of the deadline to cancel. During the registration process, staff will make an announcement reminding participants to notify staff of their cancellation by the deadline if they are no longer able to make the trip. Staff will contact the attendees the Monday before the trip to confirm their attendance. The deadline to cancel without any repercussions is by 6pm on Wednesday before the field trip date.

Staff will also ensure all flyers, designated facilities, and registration paperwork inform participants that they must be present 15 minutes before the departure time. Those attendees who are not present 5 minutes prior to the departure time may lose their ticket/spot if there is another Participant present the day of requesting a ticket/spot.

C. Lining Up for Field Trip Registration

<u>Dan Diaz Recreation Center</u>

Registration begins at 6:00pm on the date specified on the Field Trip Flyer for residents and non-residents. Participants are allowed to line up prior to the 6:00pm registration time. Participants are only allowed to sign up individuals in the same household. Participants may have someone outside their household stand in line on their behalf; however, the Participant must be the one that registers themselves and/or their household. The Participant must be present by 6:00pm to sign up/purchase. A Resident ID

or City Employee Card is required if the attendee is registering as a Resident or placed on the Standby List as a Resident.

Irwindale Aquatics Center

Registration begins at 5:00pm on the date specified on the Field Trip Flyer for residents and non-residents. Participants are allowed to line up prior to the 5:00pm registration time. Participants are only allowed to sign up individuals in the same household. Participants may have someone outside their household stand in line on their behalf; however, the Participant must be the one that registers themselves and/or their household. The Participant must be present by 5:00pm to sign up/purchase. A Resident ID or City Employee Card is required if the attendee is registering as a Resident or placed on the Standby List as a Resident.

Irwindale Senior Center

Registration begins at 8:30am on the date specified on the Field Trip Flyer for residents, standby non-residents and non-residents. The Irwindale Senior Center opens for operations at 8:00am at which time Participants line up to receive a numbered ticket. This allows Participants to walk around, sit down, and/or get a beverage while they wait for registration to begin and the numbers to be called. Participants are only allowed to sign up individuals in the same household and must be the one that registers themselves and/or their household. The Participant cannot have a Participant from another household stand in line or get a numbered ticket for them. A Resident ID or City Employee Card is required if the attendee is registering as a Resident or placed on the Standby List as a Resident.

D. Standby List

A standby list will be generated in the event that a Participant(s) who wanted to sign up for the field trip but was unable to secure a spot or a resident attendee places an individual(s) on the standby list. The order will be as follows and all Participants will be signed up in the order they were received per grouping:

i. Dan Diaz Recreation Center/Irwindale Aquatics Center

1. Top priority will go to a resident who stood in line the day of registration but the spots were already filled. During the registration period but after the first day of registration, residents are able to call in to place themselves and/or their household on the standby list. Those individuals calling in only apply to being placed on the standby list in the event that a field trip is full and must do so starting the day after registration up to the Friday before the event. Any spots that are still open for a field trip require the individual to come in person to sign up for the trip, fill out all necessary paperwork, and pay fees(if applicable).

2. Next, residents placed on the standby list by a resident on the Attendee List.
3. Then, non-residents placed on the standby list by a resident on the Attendee List.
4. Finally, non-residents who stood in line to sign up for the trip or signed up after the field trip is full.

ii. Irwindale Senior Center Priority List

1. Top priority will go to a resident who stood in line the day of registration, but the spots were already filled. During the registration period and after the first day of registration, residents are able to call in to place themselves and/or their household on the standby list. Those individuals calling in only apply to being placed on the standby list in the event that a field trip is full and must do so starting the day after registration up to the Friday before the event. Any spots that are still open for a field trip require the individual to come in person to sign up for the trip, fill out all necessary paperwork, and pay fees (if applicable).
2. Then, non-residents placed on the standby list by a resident on the Attendee List.
3. Finally, non-residents who stood in line to sign up for the trip or signed up after the field trip is full.

E. Notifications of Cancellation Before the Deadline

Participants* must cancel their attendance on a field trip by 6:00pm on the Wednesday prior to the trip date. If this is completed, then no further action will be taken as the participant cancelled prior to the deadline. There are 3 ways to notify staff of cancellation:

1. Participant* calls, speaks with staff or leaves a message on the main department phone line hosting the event.
   a. Aquatics Center (626) 430-2248
   b. Dan Diaz Recreation Center (626) 430-2224
   c. Irwindale Senior Center (626) 430-2283

2. Participant* emails the staff member listed as the contact on the flyer.

3. A written note signed and dated by Participant* is dropped off at the front desk of the department hosting the field trip.

*If participant is a minor, then only a parent or legal guardian may notify staff of a cancellation.

F. Failure to Cancel After the Deadline

This section only applies to the Adult/Family Field Trips offered through the Dan Diaz Recreation Center and Irwindale Aquatics Center, and the field trips offered through the Senior Center.

i. First time cancelling after the deadline or no-show, the Participant will receive a warning.

ii. Second time cancelling after the deadline or no-show, the Participant will not be able to sign up for the next trip until the non-resident registration date for the Adult/Family trips offered through the Dan Diaz Recreation Center and Irwindale Aquatic Center and the standby registration date for the field trips offered through the Irwindale Senior Center. Typically, departments will provide one trip per month.

iii. Third time cancelling after the deadline or no-show, the Participant will not be able to sign up for the next trip.

iv. Should there be a fourth time cancelling after the deadline or no-show, the Participant will meet with the Department Manager/Supervisor and Public Services Director to determine why the participant continues to sign up for trips but does not attend the trip or cancel before the deadline. The Public Services Director shall meet with the City Manager to discuss the issue and provide a recommendation. The City Manager shall, in his or her discretion, determine the final consequence or action to be taken, if any. The City Manager's determination shall be final.

v. The procedures listed under i. – iv. above will reset each fiscal year.

G. Appeals Process

If a participant has good reason for failing to cancel by the deadline, then they may write a formal appeal at the Administrative level to be excused. Appeals must be submitted in writing prior to consideration by the Public Services Director. Forms may be submitted to erodriguez@irwindaleca.gov prior to the next field trip and are available at the Dan Diaz Recreation Center, Irwindale Aquatics Center, and Irwindale Senior Center. Good reasons for cancellation are emergency situations that were not planned for including but are not limited to medical emergencies, custodial issues, etc. The Public Services Director shall, in his or her discretion, determine whether or not the failure to cancel before the deadline should be excused. Determinations of the Public Services Director may be appealed to the City Manager, whose decision shall be final.

H. Field Trips That Require Assigned Seating

When a trip requires assigned seating, department staff will make it a priority to purchase seats in the same section. In the event that staff is not able to purchase seats in the same section, then staff will make every effort to select seats in similar sections. The goal will be to keep attendees seated together.

Seating is assigned by the department staff hosting the field trip. The department will do its best to assign the seats based on the order of the attendee list and will take into consideration keeping families from other households together. At times, the number of individuals who signed up will dictate where individuals are seated.

For example, if there are seven (7) seats in a row, then staff will have to consider the following different assigned group seating based on the attendee list and families attending that specific field trip:

i. 2 attendees, 2 attendees, 3 attendees
ii. 3 attendees, 4 attendees
iii. 2 attendees, 5 attendees

Staff will review the attendee list to see if there are cluster groups that fit these different combinations and ensure that groups are not separated but seated together.

Participants who need or are requesting special accommodations, such as wheelchair accessible seating, must notify staff at the time of sign-up.

I. Filling Seats After A Field Trip is Full

In the event that a field trip is completely booked and a participant cancels, then the empty seats shall be filled in the following order and is based on the standby priority list:

Dan Diaz Recreation Center/Irwindale Aquatics Center Priority List

1. Those residents who physically stood in line the day of registration but did not receive a spot due to capacity limits will be contacted first in the order they signed up. Then residents who called in to be placed on the standby list during the registration period will be contacted in the order they signed up.
2. Next, residents placed on the standby list by a resident on the Attendee List will be contacted in the order they signed up.
3. Then, non-residents placed on the standby list by a resident on the Attendee List will be contacted in the order they signed up.
4. Finally, non-residents who stood in line to sign up for the trip or signed up after the trip was full will be contacted in the order they signed up.

In the event that all four (4) of the above steps are completed and there are still tickets or seats available for the field trip, the Recreation Manager, Recreation Supervisors and Senior Recreation Leaders have the authority to contact individuals who have gone on past trips but did not sign up for

the specific trip where tickets/seats are available as long as the individuals are contacted and sign all waivers/forms the morning of the schedule trip.

Furthermore, if there are no shows and/or tickets/seats available the day of the field trip, then individual(s) may show up 30 minutes before the departure time to request a ticket/seat for the field trip. The individual(s) must inform the staff member assigned to the trip that they are present for this reason. The staff member will then create a list and write the names of individuals requesting a ticket/seat the day of as they check in. Once all attendees arrive and staff has verified their attendance, then staff will acknowledge, 5 minutes before the departure time, whether or a not a ticket/seat is available. The following procedure will be used to fill tickets/seats:

- Staff will first check the stand-by list to see if the individual(s) are on the list and follow the order outlined above in this section.
- Next, residents not on the stand-by list. If more than one resident is present, then the order will be based on who checked in first with staff.
- Then, non-residents not on the stand-by list. If more than one non-resident, then the order will be based on who checked in first with staff.

All documents/waivers must be filled out and payments, if applicable, must be made at this time.

Staff will monitor this process to ensure that individuals are signing up for field trips. In the event that staff notices that an individual continuously shows up to fill a spot for the field trips but never signs up for these trips, then staff will reach out to that individual to understand why this is happening.

Irwindale Senior Center Priority List

1. Those residents who physically stood in line the day of registration but did not receive a spot due to capacity limits will be contacted in the order they signed up. Then residents who called in to be placed on the standby list during the registration period will be contacted in the order they signed up.
2. Next, non-residents placed on the standby list by a resident on the Attendee List will be contacted in the order they signed up.
3. Finally, non-residents who stood in line to sign up for the trip or signed up after the field trip was full will be contacted in the order they signed up.

In the event that all three (3) of the above steps are completed and there are still tickets/seats available for the field trip, the Senior Center Manager and full-time senior center staff have the authority to contact individuals who have gone on past trips but did not sign up for the specific trip where

tickets/seats are still available as long as the individuals are contacted and sign all waivers/forms before the Senior Center closes at 2:30pm on the Friday before the trip.

Furthermore, if there are no shows and/or tickets/seats available the day of the field trip, then individual(s) may show up 30 minutes before the departure time to request a ticket/seat for the field trip. The individual(s) must inform the staff member assigned to the trip that they are present for this reason. The staff member will then create a list and write the names of individuals requesting a ticket/seat the day of as they check in. Once all attendees arrive and staff has verified their attendance, then staff will acknowledge, 5 minutes before the departure time, whether or a not a ticket/seat is available. The following procedure will be used to fill tickets/seats:

- Staff will first check the stand-by list to see if the individual(s) are on the list and follow the order outlined above in this section.
- Next, residents not on the stand-by list. If more than one resident is present, then the order will be based on who checked in first with staff.
- Then, non-residents not on the stand-by list. If more than one non-resident, then the order will be based on who checked in first with staff.

All documents/waivers must be filled out and payments, if applicable, must be made at this time.

Staff will monitor this process to ensure that individuals are signing up for field trips. In the event that staff notices that an individual continuously shows up to fill a spot for the field trips but never signs up for these trips, then staff will reach out to that individual to understand why this is happening.

This policy will be reviewed one year after its approval to receive feedback from the public and staff on how this policy is impacting the community.

FIELD TRIP POLICY

FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE SENIOR CENTER.

BY: ELIZABETH RODRIGUEZ

JULY 24, 2024

RECOMMENDATION:

That the City Council adopt Resolution No. 2024-56-3533, entitled, **“A Resolution of the City Council of the City of Irwindale Adopting a Field Trip Policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, and the Irwindale Senior Center.”**

BACKGROUND

- July 28, 2021: City Council Approved a Comprehensive Schedule of Fees & Charges
- Free classes, programs, events, and field trips for residents.
- Attendance in all classes, programs, events, and field trips increased.
- January 23, 2023: Senior Citizen Commission requested accountability for those who sign up for trips but do not attend.

BACKGROUND

- February 27, 2023: Discussion by Senior Citizen Commission on a cancellation policy for field trips.
  - Deadline to cancel attendance on a field trip is by 6:00pm on the Wednesday before the field trip. If attendee cancels by this date, then no further action is required.
  - Any participant who cancels after the deadline will be subject to the following:
    - First time cancelling after the deadline, the participant will not be able to sign up for the next trip until the standby registration date.
    - Second time cancelling after the deadline, the participant will not be able to sign up for the next trip
- In March 2023, administration approved an increase in tickets/spots for field trips from 23 to 30 for Irwindale Recreation.
- May 3, 2023: Discussion by Parks & Recreation Commission
  - Continue to educate the community and attendees on the importance of cancelling by the deadline.
  - Against penalizing anyone for not canceling prior to the deadline/no show.

BACKGROUND

Staff considered the following:

- Limited number of spots available
- High number of individuals placed on a standby list
- Questions on process and standby list
- Questions at City Council Meetings

Staff decided to start working a written policy to be implemented and for participants to be held accountable for not cancelling their attendance on a field trip by the deadline or not showing up the day of the field trip. This policy would also provide procedures for waiting in line, the standby list, seating arrangements, and filling seats when a participant cancels their attendance.

BACKGROUND

- February 26, 2024: 1st draft of the Field Trip Policy presented to the Senior Citizen Commission. Commission had no requested changes.
- March 6, 2024: 1st draft of the Field Trip Policy presented to the Parks & Recreation Commission. Commission had various requested changes.
- March 25, 2024: Senior Citizen Commission accepted Parks & Recreation's changes; New questions on whether individuals could show up the day of trip for a spot.
- April 3, 2024: 2nd draft presented to the Parks & Recreation Commission – Same question
- June 5, 2024: 3rd draft of the Field Trip Policy presented to the Parks & Recreation Commission – Approved with Recommendation to City Council.
- June 24, 2024: 3rd draft presented to the Senior Citizen Commission – Approved with Recommendation to City Council.

SENIOR CENTER FIELD TRIPS

CALENDAR YEAR 2022

SENIOR CENTER FIELD TRIPS					
DATE OF TRIP	**TRIP NAME**	**TOTAL TICKETS /SPOTS**	**# OF SIGN-UPS**	**# OF ATTENDEES**	**# OF NO SHOWS**
1/29/2022	Huntington Library	22	21	18	3
2/19/2022	Pechanga Resort Casino	22	21	20	1
3/20/2022	Hornblower Brunch Cruise	22	21	20	1
4/2/2022	Frida/Olvera Street	22	22	18	4
5/21/2022	Pirates Dinner & Show	22	22	21	1
6/11/2022	Agua Caliente Casino	22	21	14	7
7/16/2022	Beach BBQ	22	22	18	4
8/20/2022	Aquarium of the Pacific	22	22	19	3
9/17/2022	Harrah's Casino	22	21	18	3
10/15/2022	Hollywood Tour	22	20	17	3
11/5/2022	Natural History Museum	22	22	13	10
12/17/2022	123 Farms	22	19	15	4

SENIOR CENTER FIELD TRIP

CALENDAR YEAR 2023

SENIOR CENTER FIELD TRIPS					
DATE OF TRIP	TRIP NAME	TOTAL TICKETS /SPOTS	# OF SIGN-UPS	# OF ATTENDEES	# OF NO SHOWS
1/28/2023	Grease the Musical/Dinner	22	22	19	3
2/11/2023	Casino Morongo	22	22	22	0
3/11/2023	Santa Anita Park	22	22	22	0
4/22/2023	San Antonio Winery	22	22	20	2
5/13/2023	L.A. County Fair	22	21	16	5
6/10/2023	Agua Caliente Casino	22	18	15	3
7/15/2023	Beach BBQ	22	22	20	2
8/5/2023	Santa Monica Pier	22	21	15	6
9/16/2023	Catalina Island	22	22	21	1
10/14/2023	Yaamava Casino	22	19	19	0
11/18/2023	Mamma Mia	22	22	20	2
12/2/2023	Merry-Achi Christmas	22	22	22	0

IRWINDALE RECREATION

FAMILY/ADULT TRIPS

CALENDAR YEAR 2022 & 2023

FAMILY/ADULT TRIPS

DATE OF TRIP	TRIP NAME	TOTAL # OF TICKETS/ SPOTS	# OF SIGN-UPS	# OF ATTENDEES	# OF NO SHOWS	PRICE PER TICKET	TOTAL PURCHASE PRICE	AMOUNT LOST
2/26/2022	**The Hollywood Museum**	**23**	**23**	**20**	**3**	**$ 12.00**	**$ 276.00**	**$ 36.00**
3/26/2022	Farmer's Market/The Grove	23	19	19	0	$ -	$ -	$ -
4/23/2022	Old Town San Diego	23	21	16	5	$ -	$ -	$ -
5/14/2022	Dodgers vs. Phillies	23	23	23	0	$ 44.00	$ 1,012.00	$ -
6/25/2022	Catalina Island	23	23	23	0	$ 69.50	$ 1,598.50	$ -
9/24/2022	**Dodgers vs. Cardinals**	**23**	**23**	**22**	**1**	**$ 51.00**	**$ 1,173.00**	**$ 51.00**
10/14/2022	Carved @ Descanso Gardens	23	23	23	0	$ 38.00	$ 874.00	$ -
11/19/2022	San Clemente Outlets	23	14	12	2	$ -	$ -	$ -
12/17/2022	Disney on Ice	23	23	23	0	$ 39.25	$ 902.75	$ -
2/18/2023	Tom's Farm	23	8	3	5	$ -	$ -	$ -
3/18/2023	Santa Barbara	30	30	28	2	$ -	$ -	$ -
4/22/2023	**Palm Springs Aerial Tram**	**30**	**30**	**25**	**5**	**$ 32.00**	**$ 960.00**	**$ 160.00**
5/13/2023	Dodgers vs. Padres	30	30	30	0	$ 88.00	$ 2,640.00	$ -
6/25/2023	Tina Turner	30	30	30	0	$ 64.50	$ 1,935.00	$ -
9/23/2023	Dodgers vs. Giants	30	30	30	0	$ 79.00	$ 2,370.00	$ -
10/21/2023	San Diego Safari Park	30	30	30	0	$ 62.10	$ 1,863.00	$ -
11/18/2023	Oak Tree Mountain	30	Canceled	0	0	$ -	$ -	$ -
12/9/2023	Harbor Cruise	30	30	30	0	$ 56.00	$ 1,680.00	$ -
					23		$ 17,284.25	**$ 247.00**

IRWINDALE RECREATION

DAY CAMP TRIPS

CALENDAR YEAR 2022 & 2023

DAY CAMP

DATE OF TRIP	TRIP NAME	TOTAL # OF TICKETS/SPOTS	# OF SIGN-UPS	# OF ATTENDEES	# OF NO SHOWS	PRICE PER TICKET	TOTAL PURCHASE PRICE	AMOUNT LOST
4/5/2022	Spring DC –Movie	43	31	21	10	$ 7.99	$ 247.69	$ 79.90
4/7/2022	Spring DC –Knott's	43	31	25	6	$ 37.00	$ 1,147.00	$ 222.00
6/28/2022	Summer DC -Movies	43	43	33	10	$ 7.99	$ 343.57	$ 79.90
7/12/2022	Summer DC - Pacific Park	43	43	32	11	$ 32.00	$ 1,376.00	$ 352.00
7/19/2022	Summer DC - Pirates Dinner	43	43	35	8	$ 22.61	$ 972.23	$ 180.88
7/26/2022	Summer DC - Soak City	43	43	28	15	$ 30.00	$ 1,290.00	$ 450.00
8/2/2022	Summer DC - John's Incred.	43	43	33	10	$ 26.99	$ 1,160.57	$ 269.90
8/9/2022	Summer DC - Raging Waters	43	43	34	9	$ 37.99	$ 1,633.57	$ 341.91
11/22/2022	Fall DC – Universal Studios	43	26	21	5	$ 109.00	$ 2,834.00	$ 545.00
12/27/2022	Winter DC – Movies	43	30	22	8	$ 7.99	$ 239.70	$ 63.92
1/3/2023	Winter DC – Knott's	43	31	22	9	$ 37.00	$ 1,147.00	$ 333.00
4/5/2023	Spring DC - Movie	43	28	24	4	$ 7.99	$ 223.72	$ 31.96
4/6/2023	Spring DC – LA Zoo	43	24	21	3	$ 16.00	$ 384.00	$ 48.00
6/27/2023	Summer DC – Movie	43	39	25	16	$ 7.99	$ 311.61	$ 127.84
7/11/2023	Summer DC - Skate Express	43	41	28	13		$ 699.00	$ -
7/18/2023	Summer DC - Soak City	43	41	23	18	$ 30.00	$ 1,230.00	$ 540.00
7/25/2023	Summer DC - Round 1	43	41	28	13	$ 27.99	$ 1,147.59	$ 363.87
8/1/2023	Summer DC - John's Incred.	43	41	26	15	$ 27.99	$ 1,147.59	$ 419.85
8/8/2023	Summer DC - Raging Waters	43	41	26	15	$ 37.99	$ 1,557.59	$ 569.85
11/24/2024	Disneyland	40	38	37	1	$ 140.00	$ 5,320.00	$ 140.00
12/27/2023	Winter DC - Movie	40	34	24	10	$ 8.00	$ 272.00	$ 80.00
1/3/2024	Winter DC - Knott's	40	29	18	11	$ 37.00	$ 1,073.00	$ 407.00
					220		$ 25,757.43	**$ 5,646.78**

IRWINDALE RECREATION

TEEN TRIPS

CALENDAR YEAR 2022 & 2023

TEEN TRIPS

DATE OF TRIP	TRIP NAME	TOTAL # OF TICKETS/ SPOTS	# OF SIGN-UPS	# OF ATTENDEES	# OF NO SHOWS	PRICE PER TICKET	TOTAL PURCHASE PRICE	AMOUNT LOST
4/8/2022	**Knott's Berry Farm**	**15**	**9**	**7**	**2**	**$ 37.00**	**$ 333.00**	**$ 74.00**
7/29/2022	Magic Mountain	15	15	15	0	$ 45.00	$ 675.00	$ -
9/10/2022	Mall Day - Cancelled	15	2	0	0	$ -	$ -	$ -
10/15/2022	Halloween Horror Nights	15	12	12	0	$ 79.00	$ 948.00	$ -
1/6/2023	Knott's Berry Farm	20	20	20	0	$ 37.00	$ 740.00	$ -
6/30/2023	Universal Studios	22	21	21	0	$ 109.00	$ 2,398.00	$ -
4/1/2023	**Big Air Trampoline Park**	**22**	**8**	**7**	**1**	**$ 30.00**	**$ 240.00**	**$ 30.00**
7/31/2023	Eaton Canyon Hiking (TC)	20	6	5	1	$ -	$ -	$ -
8/4/2023	Neon Arcade & Dinner (TC)	20	13	13	0	$ -	$ -	$ -
8/11/2023	Teen Beach Trip (TC)	20	12	12	0	$ -	$ -	$ -
10/7/2023	**Knott's Halloween Haunt**	**22**	**22**	**21**	**1**	**$ 73.49**	**$ 1,616.78**	**$ 73.49**
11/24/2023	**Disneyland**	**22**	**24**	**23**	**1**	**$ 140.00**	**$ 3,360.00**	**$ 140.00**
1/5/2024	Magic Mountain	22	16	16	0	$ 73.00	$ 1,168.00	$ -
					6		$ 11,478.78	**$ 317.49**

FIELD TRIP POLICY

- SCOPE
- PURPOSE
- DEFINITIONS
- **PROCEDURES**
  - **A. Overview**
  - **B. Education & Outreach**
  - **C. Lining Up for Field Trip Registration**
  - **D. Standby List**
  - **E. Notifications of Cancellation Before Deadline**
  - **F. Failure to Cancel After the Deadline**
  - **G. Appeals Process**
  - **H. Field Trips That Require Assigned Seating**
  - **I. Filling Seats After a Field Trip is Full**

FIELD TRIP POLICY - **OVERVIEW**

In an effort to allow all those who would like to participate in City run field trips, a field trip policy will be implemented. The field trip policy will provide guidelines for all City run field trips. From cancellations before and after the deadline, clearly outlining how seating for trips is chosen, and defining the order in which participants are chosen in the event a sold-out trip has cancellations.

FIELD TRIP POLICY – **EDUCATION & OUTREACH**

- The following information will be placed on all flyers, at designated facilities, and on registration paperwork:
  - Deadline Information
  - Must be present 15 minutes before departure time.
  - 5 Minutes before departure ticket/spot may be given away to someone waiting for a ticket/spot.
- During registration, staff will make an announcement reminding participants to notify staff of their cancellation by the deadline.
- Staff will contact the attendees the Monday before the trip to confirm attendance.
- Deadline to cancel without any repercussions is by 6pm on Wednesday before the field trip date.

FIELD TRIP POLICY
LINING UP FOR A FIELD TRIP REGISTRATION

DIVISION	REGISTRATION TIME	LINING UP T IME	STANDING IN LINE	SIGN UPS
AQUATICS	5:00PM DATE SPECIFIED	ANYTIME BEFORE 5:00PM	ANYONE	SAME HOUSEHOLD – MUST BE PRESENT AT 5PM
RECREATION	6:00PM DATE SPECIFIED	ANYTIME BEFORE 6:00PM	ANYONE	SAME HOUSEHOLD – MUST BE PRESENT AT 6PM
SENIOR CENTER	8:30AM DATE SPECIFIED	ANYTIME BEFORE 8:30AM	ONLY THOSE IN SAME HOUSEHOLD	SAME HOUSEHOLD

A Resident ID or City Employee Card is required if the attendee is registering as a Resident or placed on the Standby List as a Resident.

FIELD TRIP POLICY – **STANDBY LIST**

A standby list will be generated in the event that a participant(s) who wanted to sign up for the field trip but was unable to secure a spot or a resident attendee places an individual(s) on the standby list. The order will be as follows and **all participants will be signed up in the order they were received per grouping**:

1. Residents who stood in line day of registration but no spots left.
2. Residents placed on the standby list by a resident on the Attendee List. **(Recreation/Aquatics only)**
3. Non-residents placed on the standby list by a resident on the Attendee List.
4. Non-residents who signed up after the field trip is full.

FIELD TRIP POLICY – **NOTIFICATIONS OF CANCELLATION BEFORE THE DEADLINE**

Participants* must cancel their attendance on a field trip by 6:00pm on the Wednesday prior to the trip date. If this is completed, then **no further action will be taken** as the participant cancelled prior to the deadline. There are 3 ways to notify staff of cancellation:

1. Participant* calls, speaks with staff or leaves a message on the main department phone line hosting the event.

Aquatics Center	(626) 430-2248
Dan Diaz Recreation Center	(626) 430-2224
Senior Center	(626) 430-2283

2. Participant* emails the staff member listed as the contact on the flyer.

3. A written note signed and dated by Participant* is dropped off at the front desk of the department hosting the field trip.

*If participant is a minor, then only a parent or legal guardian may notify staff of a cancellation.

FIELD TRIP POLICY – FAILURE TO CANCEL AFTER THE DEADLINE

i. First time cancelling after the deadline, the participant will receive a warning.

ii. Second time cancelling after the deadline, the participant will not be able to sign up for the next trip until the non-resident registration date for the Dan Diaz Recreation Center's and Irwindale Aquatic Center's field trips and the standby registration date for the Irwindale Senior Center's field trips. Typically, departments will provide one trip per month.

iii. Third time cancelling after the deadline, the participant will not be able to sign up for the next trip.

iv. Should there be a fourth time cancelling after the deadline, the participant will meet with the Department Manager/Supervisor and Public Services Director to determine why the participant continues to sign up for trips but does not attend the trip or cancel before the deadline. The Public Services Director shall meet with the City Manager to discuss the issue and provide a recommendation. The City Manager shall, in his or her discretion, determine the final consequence or action to be taken, if any. The City Manager's determination shall be final.

v. The procedures listed under i. – iv. above will reset each **fiscal** year.

FIELD TRIP POLICY – **APPEALS PROCESS**

- Good Reason for Cancellation after deadline, formal appeals process at the Administrative level.
  - Good reasons include emergency situations such as medical emergencies, custodial issues, etc.
- Appeals must be submitted in writing prior to consideration by the Public Services Director.
- Forms may be submitted to erodriguez@irwindaleca.gov prior to the next trip and are available at the Dan Diaz Recreation Center, Irwindale Aquatics Center and Irwindale Senior Center.
- Determinations of the Public Services Director may be appealed to the City Manager, whose decision shall be final.

FIELD TRIP POLICY –
FIELD TRIPS THAT REQUIRE ASSIGNED SEATING

- Priority to purchase seats in the same section.
  - If unable to do so, purchase seats in similar sections.
  - Goal is to keep attendees seated together.

- Seating assigned by Staff.

- Seating is based on the order of the attendee list; however, at times it may be based on ticket assignment by the venue:
  - For example, if there are seven (7) seats in a row, then staff will have to consider the following different assigned group seating based on the attendee list and families attending that specific field trip:
    i. 2 attendees, 2 attendees, 3 attendees
    ii. 3 attendees, 4 attendees
    iii. 2 attendees, 5 attendees

    Staff will review the attendee list to see if there are cluster groups that fit these different combinations and ensure that groups are not separated but seated together.

FIELD TRIP POLICY – FILLING SEATS AFTER A FIELD TRIP IS FULL

- A participant on the attendee list cancels, then seats will be filled as follows:
  1. Residents who physically stood in line the day of registration but did not receive a spot due to capacity limits will be contacted in the order they signed up. Then residents who called in to be placed on the standby list during the registration period will be contacted in the order they signed up.
  2. Residents placed on the standby list by a resident on the Attendee List will be contacted in the order they signed up.
  3. Non-residents placed on the standby list by a resident on the Attendee List will be contacted in the order they signed up. (only for Recreation/Aquatics)
  4. Finally, non-residents who signed up after the field trip was full will be contacted in the order they signed up.
- All four (4) of the above steps are completed & tickets/seats still available, staff have the authority to contact individuals who have gone on past trips but did not sign up for this specific trip as long as the individuals are contacted and sign all waivers/forms the morning of the scheduled trip.

FIELD TRIP POLICY – FILLING SEATS AFTER A FIELD TRIP IS FULL

Furthermore, if there are no shows and/or tickets/seats available the day of the field trip, then individual(s) may show up 30 minutes before the departure time to request a ticket/seat for the field trip. The individual(s) must inform the staff member assigned to the trip that they are present for this reason. The staff member will then create a list and write the names of individuals requesting a ticket/seat the day of as they check in. Once all attendees arrive and staff has verified their attendance, then staff will acknowledge, 5 minutes before the departure time, whether or a not a ticket/seat is available. The following procedure will be used to fill tickets/seats:

FIELD TRIP POLICY
FILLING SEATS AFTER A FIELD TRIP IS FULL

- Staff will first check the stand-by list to see if the individual(s) are on the list and follow the order outlined above in this section.
- Next, residents not on the stand-by list. If more than one resident is present, then the order will be based on who checked in first with staff.
- Then, non-residents not on the stand-by list. If more than one non-resident, then the order will be based on who checked in first with staff.

All documents/waivers must be filled out and payments, if applicable, must be made at this time. Staff will monitor this process to ensure that individuals are signing up for field trips. In the event that staff notices that an individual continuously shows up to fill a spot for the field trips but never signs up for these trips, then staff will reach out to that individual to understand why this is happening.



QUESTIONS

Item #22.F.

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Proposed Safety and Environmental Justice Programs for the Housing & General Plan Update

City Manager's Recommendation:

Discuss potential programs for the Safety Element and Environmental Justice Elements and provide direction to staff and consultant on the proposed programs.

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, Community Development Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In conjunction with preparing the City's Housing Element (HE), the General Plan Safety Element and new Environmental Justice Element are needed as part of the update to comply with State Housing Element Law. When the HE is updated, the Safety Element must be updated as well. The Environmental Justice Element is a new General Plan element that is now required by State Law.

The Safety Element addresses potential risks to life and property resulting from naturally occurring

hazards, such as earthquakes and floods, and man-made hazards, such as air pollution and contamination of water quality. The Safety Element also identifies public safety providers such as law enforcement and emergency preparedness and response teams. It also identifies locations in Irwindale where certain land uses may be inappropriate due to potential risks and hazards. The proposed Safety Element programs are included as Attachment A.

The Environmental Justice Element identifies locations in Irwindale that are disproportionately burdened by environmental hazards, pollution, and health risks. This Element also examines and evaluates the specific environmental, social, and health challenges faced by these areas, highlighting the disparities and inequities present. The Environmental Justice Element programs are included as Attachment B.

The proposed programs are intended to provide solutions and remedies to help mitigate matters that affect the safety, equality, and fairness of the Irwindale community.

Public Review:
Environmental Science Associates (ESA) has prepared the draft Safety and Environmental Justice Elements. The 30-day public review and comment period for the two Elements began on May 16, 2024 and ended on June 17, 2024. Staff did not receive any comments. In June, ESA attended a meeting with the Board of Forestry (BOF), one of the reviewing agencies. The BOF gave positive feedback on the proposed Safety Element programs.

Request:
Tonight, Staff is seeking direction from the Council regarding the proposed programs for the Safety Element and the new Environmental Justice Element. This information is necessary to complete the draft General Plan update. The proposed programs include both recommended and required programs. A PowerPoint presentation will be provided to list each of the programs for discussion.

Fiscal Impact:

The City's adoption of the updated Safety and Environmental Justice Elements will ensure compliance with State Law requirements. Adoption of the Planning Code and Zoning Map amendments will implement several actions in the 2023-2031 Housing Element, remove constraints on housing development and incentivize affordable housing. Additionally, it is instrumental in maintaining the City's Housing Element compliance and Prohousing Designation. A compliant Housing Element along with the Prohousing Designation ensures that the City remains competitive for state affordable housing grants and continues to maintain local land use control.

Attachments:

1. Attachment A Safety programs
2. Attachment B EJ programs
3. Irwindale _EJ&SE_Cheat_Sheet
4. Irwindale CC PP

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Air Quality					
Goal SAF1. A safe environment with continuously good air quality (i.e., air quality index value of 50 or below) that ensures a healthy and sustainable quality of life for current and future generations.					
Policy SAF1.1: Air Quality Planning and Collaboration. Continue to participate in regional planning efforts led by the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to develop and implement strategies for improving air quality and mitigating pollution from freight, truck traffic, industrial facilities expansions, and other land uses that contribute to poor air quality.					
SAF1.A	Monitor Assembly Bill (AB) 617 Community Air Protection Program implementation in nearby communities (East LA/Boyle Heights/West Commerce and San Bernardino/Muscoy) that affect local and regional air quality, including particulate matter. As feasible, participate in stakeholder discussions for AB 617 communities that may influence air pollution in Irwindale.	Community Development Department	CARB, SCAQMD	$	Short
SAF1.B	Seek opportunities for City leadership and staff to participate in the San Gabriel Valley Council of Governments' programs for monitoring and improving air quality (such as the Public Works Working Group and the Energy, Environment, and Natural Resources Committee, which receives regular updates from the SCAQMD on regional programs, projects, and incentives). Additionally, lend support to the COG's legislative priorities for increasing funding for pollution reduction and locally-based air quality programs.	Administration Department	SGVCOG, Public Services Department, Community Development Department	$	Short

ATTACHMENT "A"

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF1.2: Air Quality Monitoring. Continue to monitor air quality through the city's Aquatic Centers' outdoor programming and ensure readings are accessible on the City's webpage for community members to be informed of elevated risks and poor air quality days. Ensure that community members have access to information on daily air quality levels and safety measures for days with elevated exposure.					
SAF1.C	Track reporting of average air quality levels for ozone and particulate matter through the USEPA AQI on a monthly basis to develop a long-term tracker for assessing trends in local air quality levels. (Currently use the South Coase Air Quality Management District App to track daily air quality. Aquatics Division puts up a flag outside its building to inform the community of the air quality [green, yellow, orange, red]. Aquatics closes if air quality is red.)	Community Development Department	Public Services Department (Recreation & Aquatics divisions), USEPA	$	Short
Policy SAF1.3: Climate Action and Adaptation. Develop a climate action and adaptation plan to bring the city into compliance with state carbon emission reduction mandates, further improve air quality conditions and increase community resilience, particularly for vulnerable populations who are most at risk to the impacts of climate change.					
SAF1.D	Seek grant funding to support the preparation of a climate action and adaptation plan. Work with local and regional agencies to identify funding opportunities for local governments.	Community Development Department	Public Works, SCAG, San Gabriel Valley Council of Governments	$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF1.4: Local Health Services. Seek partnerships with local health departments and health care agencies (such as Kaiser Permanente, Citrus Valley Health Partners, Irwindale Industrial Medical Clinic, Foothill Medical Clinic, and Trans-Valley Medical Clinic) to inform community members of physical and mental health impacts relating to air pollution and expand awareness of support programs that provide resources and services to community members, such as health screenings, air filters, and smoking cessation.					
SAF1.E	Track public health data in Irwindale through annual reporting from the CDC to monitor respiratory illnesses (asthma, bronchitis, pulmonary diseases, pneumonia, and other infections), cardiovascular illnesses (heart disease, heart failure, and cardiac arrest), non-skin cancers, and low birth-weight of infants, in order to track conditions over time and for use in comparing with air quality trends (see **Action SAF1.C**).	Community Development Department	CARB, SCAQMD	$	Short
SAF1.F	Expand the existing Resident Benefit program to provide educational resources from local hospitals, clinics, and other health organizations for increasing safety to air pollution, especially during periods of Moderate to Hazardous air quality, as reported by the AQI.	Administration Department	SCAQMD, CARB, Community Development Department	$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Goal SAF2. A community with complementary uses that reduce air pollution exposure and prioritize the health and safety of people and the environment.					
Policy SAF2.1: Sensitive Uses near Pollution Sources. Require new residential developments and sensitive uses (e.g., schools, daycares, community centers, senior centers, parks) in proximity to pollution sources to incorporate design elements that provide mitigation or buffers, such as urban greening and landscaping, air conditioning, and ventilation. Where feasible, expand requirements for existing developments to incorporate such design elements.					
SAF2.A	Update design guidelines to facilitate sustainable landscaping and promote greater density of urban greening, with increased minimum landscaping requirements and promotion of integrated natural solutions. Create design templates and a checklist to accompany guidelines for sustainable materials.	Community Development Department	LA County	$$	Short
Policy SAF2.2: Protection from Polluting Sites. Implement pollution mitigation measures to protect community members against air pollution from industrial and commercial uses, including the use of natural buffers, urban canopy, and air filtration. Prioritize residential areas and sensitive uses that are in proximity of industrial land uses.					
Policy SAF2.3: Natural Buffers in New Developments. Require natural buffers in new industrial developments and along designated truck routes to separate polluting sources from residential and commercial uses, and other sensitive uses, to maximize their protection and reduce pollution exposure to the community.					
SAF2.B	Evaluate existing, designated truck routes to prioritize locations for new and improved buffers, prioritizing routes near residential and sensitive uses, including homes, community centers, parks, and other social gathering places.	Public Services Department and City Engineering	SCAQMD EJ Department	$$	Short
Policy SAF2.4: Residential and Industrial Interface. Protect existing residential neighborhoods from industrial land use activities that may affect public health and air quality through added adequate landscaping, urban greening, and ventilation systems to minimize negative impacts to surrounding neighborhoods and development.					

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Goal SAF3. A community that maximizes natural elements in design and infrastructure to promote quality air and mitigate pollution.					
Policy SAF3.1: New Parks. Promote the creation of new parks, including pocket parks, with a mix of amenities (trees, trails, ponds, exercise equipment, benches, picnic tables), throughout the community, with priority for areas with residential and sensitive uses such as community centers, social gathering places, and schools. Ensure new park sites are environmentally safe from hazards prior to development.					
SAF3.A	Identify potential sites within existing parks or the public right-of-way for new tree plantings in the western and northern areas of the city, where there is currently lower existing tree canopy and where there is greater exposure to pollution from major corridors. Prioritize tree plantings in residential areas including parkways along I-605, I-210, Arrow Highway, Rivergrade Road, Los Angeles Street, Buena Vista Street, Azusa Canyon Road, and northern Irwindale Avenue.	Public Services Department	Community Development Department, Los Angeles County Parks and Recreation	$	Mid
Policy SAF3.2: Preservation of Parks and Open Spaces. Preserve existing parks and open space areas, including the Santa Fe Dam Recreation Area, from development.					
Policy SAF3.3: Private Open Spaces. Develop incentives for private businesses and properties to engage in voluntary creations of open spaces and new tree plantings that promote good air quality.					

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Drought					
Goal SAF4. A sustainable supply of water resources that meet current and long-term community needs for domestic, industrial, and recreational needs.					
Policy SAF4.1: Interagency Collaboration. Participate in coordinated local, regional, and statewide water planning programs to support water management, conduct monitoring for groundwater, and improve water resiliency for all users.					
SAF4.A	Continue to support the development and implementation of the Upper San Gabriel Valley Municipal Water District Urban Water Management Plan, for long-term resource planning of water supplies to meet existing and future needs.	Public Works Engineering Department	Upper District	$	Mid
SAF4.B	Seek opportunities to participate in regional initiatives through the San Gabriel Valley Council of Governments', including the Water Committee and Water Working Group. Remain informed of local and regional water initiatives to improve watershed management and water resiliency.	Public Works Engineering Department	Administration, SGVCOG, Upper San Gabriel Valley Municipal Water District	$	Mid
Policy SAF4.2: Potable Water Conservation. Encourage the use of provisions that conserve potable water for domestic uses. Small-scale interventions for conservation of potable water include watershed restoration, resources for sustainable landscaping, and other home-based interventions.					
Policy SAF4.3: Interagency Collaboration for Water Conservation. Coordinate with local, state, and federal agencies and other local nonprofits to identify and obtain sources of funding for water conservation efforts.					

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF4.4: Water Resource Protection Partnerships. Partner with local organizations, agencies, and water purveyors that service Irwindale to protect groundwater and surface water resources that are vulnerable to climate change and to ensure a safe and reliable supply of water for future generations.					
SAF4.C	Implement green infrastructure measures (e.g., greenways, community forest, linear parks, vegetated swales, miniparks) to be incorporated into all new development and redevelopment applications to facilitate groundwater recharge. This includes all projects (four units or fewer) that have a land disturbance activity and add, create, or replace more than 500 square feet of impervious area.	Community Development Department	Public Services Department, and Public Engineering, Upper San Gabriel Valley Municipal Water District	$	Long
Policy SAF4.5: Compliance with LA County Building Code. Ensure that the city's building, zoning, and subdivision ordinances remain in compliance with LA County Building Code.					
SAF4.D	Create city programs as feasible to incentivize the use of reclaimed wastewater, water conserving appliances, drought-tolerant landscaping, and other water conservation techniques.	Public Services Department, Public Services Department	Community Development Department, LA County, Upper San Gabriel Valley Municipal Water District	$$	Mid
SAF4.E	Install drought-tolerant landscaping at City-owned facilities within the next 5 years.	Public Services Department	Community Development Department, LA County, Upper San Gabriel Valley Municipal Water District	$$$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Goal SAF5. A community that is educated about the effects of drought.					
Policy SAF5.1: Water Conservation Education. Support educational programs targeted at reducing water consumption and enhancing groundwater recharge.					
SAF5.A	Collaborate with the Upper San Gabriel Valley Municipal Water District, Valley County Water District, Azusa Light and Water, and California American Water to develop an educational program to inform residents and employees of the status of the drought and water supply in the state and city, the importance of conservation (and how to conserve) as well as maintaining personal household and/or business emergency water supplies. Components of this program may include informational flyers, community workshops, and participation at community events.	Public Services Department	Upper San Gabriel Valley Municipal Water District, Valley County Water District, Azusa Light and Water, California American Water	$$	Long
Extreme Weather					
Goal SAF6. A resilient community with effective adaptation measures to address extreme weather hazards.					
Policy SAF6.1: Extreme Weather Safety. Reduce the impacts of extreme weather on people and places through safe buildings, public shelters, cooling centers, sustainable materials, tree canopy, and other measures that promote safety and mitigate hazards.					
SAF6.A	Review current design guidelines for areas of opportunity to increase standards that promote urban heat mitigation (see **Action SAF2.A**).	Community Development Department	Public Works Engineering Department, LA County	$	Short

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF6.B	Seek funding opportunities for climate adaptation to reduce the urban heat island effect with natural solutions and green infrastructure, such as increasing urban tree plantings, greenways, landscaping, cool roofs, cool pavements, green walls, and other elements that help increase cooling in the community and reduce hazards to people from heat impacts.	Community Development Department	Public Works Engineering Department, Los Angeles County Parks and Recreation	$	Mid
SAF6.C	Promote local and regional agency and utility programs (such as the Efficient San Gabriel Valley (eSGV) Program, EASY Program assessment, and SGV GO Green) that provide assessments and assistance to businesses, schools, and households for weatherization improvements, including insulation, air sealing, window and door replacements, air filter replacements, window shading, and other methods.	Community Development Department and Public Services Department	SGVCOG, SoCalGas, Southern California Edison, CARB, SCAQMD, LA County, Caltrans	$	Mid
Policy SAF6.2: Public Improvements. Enhance existing community infrastructure and amenities, including bus shelters, shading trees, landscaping, public streets, and public facilities, to increase safety and relief from extreme weather hazards. Prioritize improvements to infrastructure that is older or in poor quality, or has heat-absorbing materials.					
SAF6.D	Adopt and enforce the latest building codes to increase resiliency of the built environment in Irwindale and minimize impacts from extreme weather hazards on people, property, and life.	Code Enforcement	Los Angeles County	$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF6.E	Install weatherproof shelters, such as awnings and sunshades, and increase tree canopy in the public right of way that protects residents and visitors from extreme weather, including heat, rainfall, and wind, and that helps to reduce the urban heat island effect. Prioritize locations for improvements (such as transit stops, active transportation corridors (pedestrian paths, bike lanes), safe routes to school, and outdoor gathering spaces) by assessing level of use and potential benefit to users through community outreach and engagement.	Public Works Engineering, Public Services Department	Community Development Department, Recreation, Caltrans, CARB, SCAQMD	$$$	Mid
SAF6.F	Identify facilities where cool roofs, green roofs, and/or green facades can be installed to help reduce the urban heat island effect and daytime temperatures. Seek grant funding for planning and implementation of urban heat island mitigation projects.	Public Services Department	Community Development Department, Los Angeles County Parks and Recreation	$	Mid
Goal SAF7. A community with parks and open spaces, greenways, and trees that help to reduce the urban heat island effect, mitigate extreme heat, and reduce impacts to the community.					
Policy SAF7.1: Urban Greening Amenities. Increase parks, open space amenities, and tree canopy in residential and commercial areas and near schools, community centers, and other social gathering areas.					
SAF7.A	Identify park needs in the community, assessing residential neighborhoods that are farther than a half-mile or 10-minute walk from a park or open space area.	Community Development Department	Los Angeles County Parks and Recreation, Trust for Public Land, Public Works, Public Services Department	$	Long

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF7.B	Maintain a list of drought-tolerant and heat-resistant trees that are suitable for planting for Southern California's weather and soil conditions. Consider partnerships with local and regional organizations for the success of the urban canopy, including the Arbor Day Foundation and TreePeople.	Public Services Department	Community Development Department, Recreation, Tree People, Los Angeles County Parks and Recreation	$	Short
SAF7.C	Develop guidelines to support "right tree, right place" plantings, where appropriate and approved species are planted according to best practices to avoid conflicts with power lines, buildings, sidewalks, and other issues that risk long-term success of the urban canopy. Consider the space, height, canopy spread, shape, growth rate, growth requirements, and maintenance requirements of trees for plantings.	Public Services Department	TreePeople, LA County, Southern California Edison	$$	Short

Flooding

Goal SAF8. A community that is protected from flood hazards, with adequate safety protections in areas subject to potential inundations.

Policy SAF8.1: Annual Flood Hazard Mapping. Maintain current floodplain mapping, data, and information throughout the city on a yearly basis, using the latest information available from FEMA.

Policy SAF8.2: Development within Flood Hazard Areas. Require development within mapped flood hazard areas to be located, designed, and constructed to provide adequate defensibility and minimize the risk of structural loss and life loss resulting from flood hazards.

Policy SAF8.3: New Development. Require new development to incorporate low-impact designs and nature-based solutions to minimize stormwater impacts on drainage and flood control facilities and promote groundwater recharge, where feasible.

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF8.4: Storm Drain Master Plan. Prepare, evaluate, and implement the storm drain master plan study to look for and address deficiencies in the storm drain infrastructure.					
SAF8.A	Prioritize storm drain studies and maintenance on areas that are identified for disaster relief such as the Senior Center & Dan Diaz Recreation Center.	Public Works Engineering Department & Public Services Department	$	Mid	
Goal SAF9. Minimized personal injury and property damage losses resulting from dam failure.					
Policy SAF9.1: Dam Failure Inundation Mapping. Work with the US Army Corps of Engineers and Los Angeles County Flood Control District to maintain and expand dam failure inundation area mapping, as relevant to the City of Irwindale.					
Policy SAF9.2: New Development in Dam Failure Inundation Areas. Minimize development in areas at risk of dam inundation, to the extent possible, in order to protect public safety and reduce potential property damage due to dam-failure-induced flooding.					
SAF9.A	Develop a local dam failure evacuation plan in cooperation with the Los Angeles County Flood Control District and US Army Corps of Engineers.	Public Works Engineering Department	Us Army Corps of Engineers	$$	Short
SAF9.B	Identify secondary evacuation routes that are susceptible to dam-failure-related impacts to ensure adequate evacuation access is available.	Public Works Engineering Department	Us Army Corps of Engineers, LACoFD	$	Short
SAF9.C	Amend the zoning ordinance to create provisions that protect or restrict sensitive uses (e.g., schools, daycares, community centers, senior centers, and parks), and critical uses (e.g., emergency service facilities, public utilities, or communications facilities) within flood hazard areas and designated dam inundation areas.	Community Development Department	Public Works Engineering Department	$	Short

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF9.D	Identify and retrofit existing city assets that are subject to dam failure.	Public Works Engineering Department	TBD	$$$	Long

Policy SAF9.3: County Coordination. Work with Los Angeles County Parks and Recreation to protect recreational uses around the Santa Fe Dam Recreation Area from dam-failure-related flooding.

Policy SAF9.4: Interagency Cooperation for Flood Standards and Regulations. Cooperate with the Los Angeles County Flood Control District, Federal Emergency Management Agency, and US Army Corps of Engineers every 5 years in preparing and implementing flood standards and regulations.

Geologic and Seismic Hazards

Goal SAF10. A community protected from seismic and geologic hazards that ensures public health and safety as well as city infrastructure and services are maintained.

Policy SAF10.1: Building Codes. Ensure that new and retrofitted buildings comply with the most recently adopted applicable city, county, and state building codes governing seismic safety to minimize the potential for damage from earthquakes.

Policy SAF10.2: Geotechnical Study. Require detailed geologic, geotechnical, or soil investigations in areas of potential seismic or geologic hazards as part of the environmental and/or development review process.

Policy SAF10.3: Structural Hazards. Mitigate structural hazards related to seismic events through appropriate methods such as excavating and refilling land with engineered fill, slope stabilization, and other appropriate mitigation.

SAF10.A	Implement slope stabilization projects in the highest risk areas, particularly around the existing 17 mines in the city.	Public Works Engineering Department		$$$	Long

Policy SAF10.4: Critical Facilities. Ensure that police and fire stations, emergency operations centers, communications centers, reservoirs, medical facilities, and other essential structures and facilities located in geologic and seismic hazard areas remain safe and in a state of readiness for earthquakes.

SAF10.B	Retrofit City-owned critical facilities and buildings to increase their capability to withstand earthquakes.	Public Works Engineering Department		$$$	Long

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF10.5: SMARA Regulations. Continue to enforce Surface Mining and Reclamation Act (SMARA) regulations with regard to the mining pits in the city to ensure proper handling of slopes, mining depths, runoff, environmental impacts, and the filling and ultimate development of the site.					
Hazardous Materials					
Goal SAF11. A safe and healthy community that minimizes public health risks and threats from hazardous materials and wastes.					
Policy SAF11.1: Hazardous Materials Risk Reduction. Continue coordination with the Los Angeles County Fire Department to reduce the risk of hazardous materials accidents through conscientious land use planning.					
Policy SAF11.2: Hazardous Materials Businesses. Improve intentional and safe siting of businesses that use, store, or transport hazardous materials and waste near residential neighborhoods and sensitive areas, and enforce mitigation measures to comply with Los Angeles County Fire Department standards.					
Policy SAF11.3: Hazardous Materials Handlers. Continue to require businesses, such as CleanTech Environmental, that store, generate, use, or transport large or toxic quantities of hazardous materials or wastes to comply with Los Angeles County Fire Department standards.					
Policy SAF11.4: Household Hazardous Waste. Encourage the proper reduction of household hazardous waste and disposal through comprehensive public education, recycling efforts, and collection programs.					
Policy SAF11.5: Transportation. Work with governmental agencies, such as Caltrans and the San Gabriel Valley COG, to ensure that transporters of hazardous materials and wastes redesignate truck routes away from residential neighborhoods and sensitive areas where spills may occur.					
SAF11.A	Identify and establish specific travel routes for the transport of hazardous materials and wastes, focusing on the capacity to safely accommodate additional truck traffic, avoidance of residential neighborhoods and areas, and use of interstate or state highways as preferred routes.	Community Development Department	Public Works Engineering Department, LACoFD	$	Short

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF11.6: Hazardous Waste Spills and Cleanup. Continue to proactively contain and supervise the cleanup of spills on city streets, catch basins, storm drains, and storm channels, and work with property owners to reduce hazardous materials accidents.					
SAF11.B	Post informational resources on the City's website that link to the websites of the county, state, and federal agencies that regulate hazardous materials.	Public Works Engineering Department	Community Development Department	$	Short
SAF11.C	Create a program to work with property owners to identify hazardous materials risks and ensure remediation of hazardous building materials such as asbestos and lead.	Code Enforcement Department	Community Development Department	$$	Short
Policy SAF11.7: Certified Unified Program Agency (CUPA) Coordination. Continue to work with the Los Angeles County Fire Department to administer and enforce state and federal hazardous materials regulations.					
SAF11.D	In cooperation with the CUPA, inventory and regularly inspect buildings and facilities in which hazardous materials accidents would pose a threat to the community. Work with the owners to develop and implement programs for reducing risks associated with these buildings and facilities.	Public Works Engineering Department	CUPA	$$	Mid
Policy SAF11.8: Existing Mining Pits. Identify and publicize the status of the mining pits in the city.					
SAF11.E	Require the planned reclamation of the mining pits with consideration of the land's potential for recreational, scenic uses, residential, or commercial development.	Public Works Engineering Departments	Community Development Department	$$$	Mid
SAF11.F	Seek grant opportunities and partnerships with state and federal agencies (e.g., U.S. Environmental Protection Agency) to expedite the full cleanup of the remaining sites.	Public Works Engineering Department	USEPA, DTSC	$$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF11.G	Ensure all necessary city staff has Surface Mining and Reclamation Act (SMARA) training to address hazardous materials releases created through mining operations to help ensure that potential hazards are mitigated at the source.	Public Works Engineering Department	Community Development Department	$$	Short
SAF11.H	In conjunction with **Action SAF11.B**, create a City website that lists the mining pits, operation status, reclamation plans, and other applicable information for residents to access and be aware of the operational timeline of the mining pits.	Public Works Engineering Department	Administration	$	Short
SAF11.I	Require that all mining operations are adequately reviewed during the reclamation and closing processes to minimize, to the greatest degree possible, all identified impacts, especially impacts to water quality.	Public Works Engineering Department	Community Development Department	$	Short

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Law Enforcement and Crime					
Goal SAF12. A resourced police department with sufficient staffing, equipment, resources, and readiness to address crime, respond to local emergencies, and increase community safety.					
Policy SAF12.1: Police Services Management. Continue regular review of staffing, equipment, and resources of the police department to ensure continuous and responsive service for law enforcement, crime reduction, monitoring, investigations, emergency, and other critical operations. Identify potential gaps and needs to carry out services and prioritize capacity-building for the Irwindale Police Department to be able to respond to crime reports and increase safety.					
SAF12.A	Review existing mutual aid agreements with partnering agencies providing police and fire services from city departments to assess the need for increased support to reduce crime in the city. Current mutual aid agreements are in place with the cities of Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, La Puente, La Verne, Monrovia, Pomona, Rosemead, San Dimas, Sierra Madre, South El Monte, Temple City, Walnut, and West Covina.	Police Department	LA County Fire, cities of Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, La Puente, La Verne, Monrovia, Pomona, Rosemead, San Dimas, Sierra Madre, South El Monte, Temple City, Walnut, and West Covina	$	Mid
SAF12.B	Assess Police Department resources and support needed for clearing and/or closing crimes and increasing percentage of crimes cleared. Consider staff capacity, tools, funding, and other resources that may pose barriers for addressing safety and crime in the community.	Administration	Police Department	$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF12.2: Patrolling and Surveillance. Evaluate need for increased patrolling and surveillance through additional officers or increased frequency of patrols using crime reports and feedback from the community to enhance safety in areas of concern within the city.					
SAF12.C	Engage with local businesses, employers, organizations, schools, neighborhood groups, and other community members through public workshops to hear community concerns regarding perceptions of unsafe areas in Irwindale, and discuss needs for surveillance and patrolling such as Neighborhood Watch and Business Watch.	Police Department	LA County Fire, Administration	$	Short
SAF12.D	Conduct a yearly evaluation of local businesses' reliance on police services to assess their usage levels. If certain businesses consistently demand a disproportionate share of police time and resources, require them to employ private security.	Police Department		$	Ongoing
Policy SAF12.3: Business Watch. The Irwindale Police Department will establish and facilitate a Business Watch Program to promote crime prevention, community engagement, and emergency preparedness among businesses within Irwindale.					
SAF12.E	Designate a city official or law enforcement liaison as the point of contact for Business Watch Groups.	Police Department			
SAF12.F	Establish a dedicated communication channel for reporting incidents and feedback from community members.	Police Department			
SAF12.G	Provide training sessions on crime prevention, emergency preparedness, and other relevant topics for Business Watch members.	Police Department			

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF12.H	Promote the Business Watch Program through public awareness campaigns, social media, and local news outlets, encouraging participation and community support.	Police Department			
SAF12.I	Schedule regular meetings to discuss safety concerns, share information, and incorporate community and law enforcement feedback.	Police Department			
Goal SAF13. An engaged and responsive community that contributes to reporting, information sharing, and crime reduction.					
Policy SAF13.1: Voluntary Reporting. Continue voluntary crime reporting from the Police Department to the FBI for federally monitored offenses, including violent crime, property crime, arson, burglary, larceny-theft, and hate crime to help evaluate trends over time.					
Policy SAF13.2: Police and Community. Continue to build positive relationships between community members and the Irwindale Police Department through programs, mentorship, education, and events that provide opportunities for engagement and connection.					
SAF13.A	Involve the Police Department in community events and programs where officers can engage with community members on information, discussions, and other activities that promote a positive relationship and increase the sense of safety.	Recreation	Police Department	$	Ongoing
SAF13.B	Conduct regular (monthly, bi-monthly, or quarterly) meetings at public facilities, such as the community center, parks, and city facilities that are near residential neighborhoods and places of employment, to share updates on crime and hear community member concerns.	Police Department	Public Services Department	$	Ongoing

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF13.C	Implement the Park Watch Program to support residents with regular maintenance and patrolling of parks and open spaces. Assess feasibility to implement an **Adopt-a-Park** program under the Park Watch and in collaboration with the Neighborhood Watch, to allow individual neighborhoods, businesses, and organizations to assist with park maintenance, identifying improvements and financing, and security.	Public Services Department	Police Department, Public Works	$$	12 months to implement Park Watch Program
Policy SAF13.3: Public Alerts. Maintain the CivicReady service for public alerts, warnings, events, and other information that promote safety and foster a positive relationship between law enforcement and community members.					
Goal SAF14. A built environment that improves public safety, discourages and prevents crime, and instills a sense of community ownership for people and property in Irwindale.					
Policy SAF14.1: Urban Design. Promote the design of safe neighborhoods to enhance public safety and discourage crime. Require that buildings, streets, and public spaces be designed with safety elements, including lighting, as well as "eyes on the street" and "crime prevention through urban design" features such as gathering areas, sidewalks, walkways and bicycle lanes, street-fronting uses, large and open windows, attractive designs, and other elements that help to connect people in public spaces and maintain public sight.					
SAF14.A	Create citywide objective design standards that address crime prevention through urban design. In the interim, require the following for new developments: • Require buildings to orient toward public areas, including the street, where they can facilitate surveillance of exterior areas. Ensure doorways, entryways, and emergency exits are located where they are visible to other people and properties. • Require that new developments expand open spaces and social gathering areas in the city, including plazas, outdoor eating,	Community Development Department	Public Works, Code Enforcement, Public Services	$$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
	farmer's markets, and other public uses and activities that bring people together and foster community ownership. • Ensure that new tree plantings and landscaping maintain sight lines and do not block visibility. Low hedges, flowerbeds, and tall trees can help maintain sight lines of entryways, streets, and properties (see **Actions SAF2.A** and **SAF6.A**). • Require businesses to adequately maintain landscaping in and along their property, particularly overgrown palm trees.				
Policy SAF14.2: Safe Public Events. Promote events and social gathering in public spaces in the city to help with "eyes on the street." Encourage shared use of public facilities, including parks, playgrounds, open spaces, and parking lots.					
Policy SAF14.3: Implementation of Safety Features. Identify areas of the city in need of additional safety features, including lighting and surveillance technology. Prioritize areas of employment, residential neighborhoods, schools, major roads, and alleyways.					
SAF14.B	Assess current street lighting fixtures, with focus on industrial areas, residential neighborhoods, active transportation routes, commuting routes, parking lots, and routes to school, to prioritize needs for increased and/or improved lighting and help deter theft. Identify number, location, and quality of fixtures to help determine where new fixtures may be beneficial.	Public Works Engineering Department & Public Services Department	Community Development Department, Recreation	$	Short

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF14.C	Ensure that minimum standards for streetlights are met, and update standards as necessary for implementing best practices for safety lighting.	Public Works Engineering Department & Public Services Department		$$	Short
Wildfire					
Goal SAF15. A city where residents and businesses are safe from wildfires and are prepared for the hazards associated with wildfire spread.					
Policy SAF15.1: Fire Prevention and Suppression Needs. Coordinate with Valley County Water District, as well as other water service providers within the city and neighboring cities and fire agencies in neighboring cities to plan for future fire prevention and suppression needs including identifying future water supply for fire suppression needs.					
Policy SAF15.2: Emergency Evacuation Route Adequacy. Coordinate with state agencies and local fire districts to ensure the maintenance and reliability of current evacuation routes that may be compromised by wildfire, and publicly disclose development locations without sufficient emergency route access or capacity.					
Policy SAF15.3: Maintenance of Emergency Evacuation Routes. Proactively manage vegetation along roadsides of emergency/evacuation routes to prevent wildfires.					
Policy SAF15.4: Fire Codes. Ensure that the latest versions of regional and state Fire Codes are adopted and enforced to build resiliency and minimize the potential for damage, personal injury, and loss from fire hazards.					
SAF15.A	Update local zoning and subdivision codes to designate wildfire hazard overlay zones that are designated by CAL FIRE as VHFHSZs to ensure new development within the overlay will meet all state and local requirements for building and vegetation management. Update, as necessary, associated conditional use, site development standards, and design criteria to mitigate wildfire hazards and reduce risks to new development within the overlay zones.	Community Development Department	CAL FIRE	$$	Short

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF15.5: Consistency with California Codes. Ensure that all residential, commercial, and industrial construction and development maintain consistency with California Code of Regulations Title 14, Natural Resources, Division 1.5, Department of Forestry, Chapter 7, Fire Protection.					
SAF15.B	Review and update the city's municipal code as necessary to bring it into compliance with California Code of Regulations Title 14, Natural Resources Division 1.5, Department of Forestry, Chapter 7, Fire Protection.	Community Development Department	CAL FIRE	$$	Short
SAF15.C	Adopt the most recent County of Los Angeles Fire Department Strategic Fire Plan.	Community Development Department	LA County Fire	$	Short
Policy SAF15.6: Existing Structures in VHFHSZ. Support the retrofitting of existing structures in VHFHSZs built prior to modern fire safety codes or wildfire hazard mitigation guidance to help reduce the risk of structural and human loss due to wildfire.					
SAF15.D	Prioritize public and private funding for fire risk reduction to assist private landowners in implementing safety measures to achieve a low-risk condition, specifically for businesses within or near VHFHSZs in the city.	Community Development Department	LA County Fire	$	Ongoing
Policy SAF15.7: Development in the VHFHSZ. Avoid or minimize new residential development in the VHFHSZ. If new development occurs within or near the VHFHSZ, ensure projects comply with all applicable state or local fire safety and defensible space regulations or standards, and any applicable fire protection or risk-reduction measures identified in locally adopted plans. Discourage land uses that could exacerbate the risk of ignitions in the VHFHSZ, such as outdoor storage of hazardous or highly flammable materials, automobile service stations, or gas stations.					

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF15.8: New Development Fire Safety Standards. Require that all new development prepare a fire protection plan that complies with established fire safety standards. Require that ingress and egress routes be constructed using the most current state Fire Safe Regulations, Fire Code, and or City Code that meets these minimum requirements. Fire protection plans shall be referred to the appropriate fire agency and other public agencies for comment as to: 1) Risk analysis 2) Location of anticipated water supply 3) Adequacy of water supply for new development (i.e., maintenance and long-term integrity) 4) Adequacy of fire flow (gallons per minute) to extinguish a fire at the proposed development 5) Fire response capabilities including site design for fire department access in and around structures 6) Ability for a safe and efficient fire department response 7) Traffic flow and ingress/egress for residents and emergency vehicles 8) Mitigation measures and design considerations for non-conforming fuel modification 9) Potential impacts to emergency services and fire department response 10) Wildfire education maintenance and limitations					
Policy SAF15.9: Proper Addressing and Signage. Implement proper addressing and signage for all streets and homes in compliance with the Los Angeles County Fire Department to assist in fire emergencies.					
Policy SAF15.10: Vegetation Maintenance Agreement. Continue to require new development to enter into a long-term vegetation maintenance agreement with the City for defensible space and fuel modification.					
Policy SAF15.11: Flammable Plant Species. Reduce highly flammable plant species that have a low drought tolerance and easily spread.					
SAF15.E	Work with certified arborists or organizations to identify plant species that are highly flammable and pose risks to the community, with an inventory of their location and risk level. Prioritize more vulnerable locations (those within VHFHSZ to the north) for removal or replacement of flammable plant species to reduce the risk of brush fires.	Public Services Department	TreePeople, Recreation, Community Development	$	Ongoing

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF15.F	Adopt a fire-resistant landscape ordinance to ensure existing flammable vegetation is removed and replaced with fire-adaptive plants.	Community Development	Public Works Engineering Department, Public Services Department	$	Short
Policy SAF15.12: Defensible Space. Ensure that a defensible space is maintained around residential located in high or very high wildfire hazards zones, as per Los Angeles County Fire Department guidelines.					
Policy SAF15.13: Fire Prevention Techniques. Preserve and maintain existing fire trails, defensible space and community fire breaks and maintain public and private road clearance.					
SAF15.G	Coordinate with CAL FIRE, Fire Safe Councils, public works, fire districts, and other community organizations to ensure proper maintenance of fire breaks; seek funding opportunities (both federal and state) for fire breaks and their long-term maintenance.	Public Works Engineering Department & Public Services Department	CAL FIRE, LA County Fire	$$	Ongoing
SAF15.H	Work with the Los Angeles County Fire Department to maintain open spaces within and around the Santa Fe Dam Recreation Area and San Gabriel River Basin so that ground fuels do not promote the spread of wildfire and aerial fuels do not allow the spread of a fire through the tree canopy.	Public Works Engineering Department & Public Services Department	Community Development Department	$$	Ongoing
Policy SAF15.14: Location of Public Facilities. All essential public facilities shall be located outside high fire risk areas, where feasible.					

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF15.15: Non-Conforming Development. Mitigate existing non-conforming development to contemporary fire safe standards, in terms of road standards and vegetative hazards, as feasible.					
SAF15.I	Identify existing non-conforming development, prioritizing sensitive uses within Very High Fire Hazard areas, and work with CAL FIRE to create a program for homeowners and business within these areas to bring their properties into conformance, learn about the fire risk and how to reduce that risk through fuel modification.	Public Works Engineering Department & Public Services Department	CAL FIRE, Community Development Department	$$	Ongoing
Emergency Preparedness					
Goal SAF16. A city that responds with the maximum feasible speed and efficiency to disaster events so as to minimize injury, loss of life, property damage, and disruption to the social and economic life of the city.					
Policy SAF16.1: Emergency Response Planning. In cooperation with City emergency response providers, maintain and regularly update emergency plans for floods, earthquakes, fires, hazardous materials, and other disasters. Plans should be consistent with the California Standardized Emergency Management System protocol.					
SAF16.A	Review and update the city's Local Hazard Mitigation Plan every 5 years in accordance with federal planning regulations to reduce loss of life and property by minimizing disaster impacts, and ensure the City is eligible to access funding for disaster assistance, pre-disaster planning, and other grant programs for safe community planning.	Community Development Department	LA County, FEMA	$$	Ongoing
Policy SAF16.2: Interagency Coordination. Cooperate with other public agencies, nearby cities, community groups, and private enterprises in developing comprehensive disaster preparedness, assistance, and post-disaster recovery plans in order to maximize mutual aid response. Participate in regularly scheduled disaster exercises and emergency response drills to better prepare Police, Fire, Public Works, and other city department employees for disaster response.					

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF16.3: Private Sector Collaboration. Engage the private sector (business community) in disaster response planning and coordination through planning outreach and engagement that fosters stronger connections with the business community, increases information sharing on emergency management, and facilitates public-private partnerships. Ensure input from the business community informs the planning process, emergency response strategies, and post-disaster recovery efforts, including short- and long-term restoration of services and operations, and economic recovery.					
Policy SAF16.4: Assessment of Future Emergency Service Needs. Prepare an assessment and projection of future emergency service needs as part of the city's future General Plan Land Use Element Update and Master Fire Plan and ensure that future growth projections are coordinated with emergency and fire service capacity and delivery.					
Policy SAF16.5: Post-Disaster Evaluation. Following disasters, conduct an evaluation of the extent of damage and the need for redevelopment, particularly after large fires.					
SAF16.B	Ensure post-fire redevelopment complies with the most current version of the California Building Codes and California Fire Code.	Fire Department	Public Works Engineering Department	$	Ongoing
Policy SAF16.6: Community Capacity. Involve volunteers, community groups, and civic organizations in emergency response activities, including planning and program development to prepare for disasters and disaster recovery. Individuals and businesses should have access to up-to-date information that allows them to engage with the City, regional agencies, and community-based organizations to expand communications, coordinate hazard preparation and response, and be able to make informed decisions about potential safety hazards and the level of risk they are willing to accept.					
SAF16.C	Collaborate with city departments and public service providers, such as the Department of Public Works and the Los Angeles County Fire Department, to implement hazard awareness, education, and preparation programming for Irwindale residents and businesses to learn about natural hazards, risks, and risk reduction strategies.	Community Development Department	Public Works Engineering Department, Public Services, Department, Police Department, LA County Fire	$$	Ongoing

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF16.D	Seek partnerships with neighboring jurisdictions and community-based organizations to develop a program for building community safety awareness, with an ongoing series of informational public meetings or seminars and a community guide on disaster preparedness and procedures. The program should be about minimizing hazards in the home; wildfire mitigation and disaster planning; earthquake preparedness and housing retrofit programs; and developing disaster preparedness and evacuation plans. The program should be promoted through existing community newsletters and in the ongoing emergency preparedness column within the local newspaper.	Community Development Department	Public Services Department, Police Department, Police Department, LA County, SGVCOG	$$	Ongoing
Policy SAF16.7: Utilities. Work with local gas, electric, cable, water, sewer, and other utility providers to maintain their facilities and ensure their ability to function (or be quickly restored) during and following a disaster.					

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
Policy SAF16.8: Critical Facilities. Ensure that critical public facilities and infrastructure that support community health and safety (such as police and fire stations, and water and sewer facilities) are designed to maximize their resilience and ability to function during and after a natural disaster.					
SAF16.E	Collaborate with community-serving utilities and public facilities that are critical to effective disaster response to evaluate their ability to operate efficiently after a major disaster. Support and incentivize emergency action planning for these facilities to ensure they are well prepared for disaster and are accessible during emergencies. Work with the utilities and public facilities to designate alternative facilities for post-disaster assistance in the event that primary facilities are impacted.	Community Development Department	Public Works Engineering Department, Police Department, Public Services Department, LA County, SoCalGas, Southern California Edison	$$	Ongoing
Policy SAF16.9: Technology. Support the use of communication technologies to transmit information to other agencies and the public during emergencies, including: • CivicReady emergency alert system • Social media operated by the Los Angeles County Fire Department, Irwindale Police Department, and other public safety agencies and municipalities • Other systems to provide outreach to residents without telephone or Internet service					
Policy SAF16.10: Emergency Evacuation. Ensure the transportation system provides adequate capacity for safe, efficient and quick evacuations in the event of an emergency or natural disaster.					
SAF16.F	Provide evacuation information to residents, businesses, and visitors to help improve emergency preparedness. Evacuation materials should identify shelter locations, evacuation routes, defensible space and procedures for storing value items or taking such items with them.	Community Development Department	Public Works Engineering Department, Public Services Department, Police Department, LA County Fire	$	Short

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
SAF16.G	Continue to work with local emergency response providers in Irwindale to review, evaluate, and update emergency evacuation routes upon each update of the city's Safety Element or Local Hazard Mitigation Plan, as understanding of hazard impacts improve and climate change impacts continue.	Community Development Department	Police Department, LA County Fire	$	Ongoing
SAF16.H	Upon the next update of the Local Hazard Mitigation Plan, update city maps that address the adequacy of evacuation routes and their capacity, safety, and viability in the event of natural hazards and other emergencies that meet Assembly Bill 747 requirements.	Community Development Department	Police Department, LA County Fire	$$	Mid
SAF16.I	Consider including the following actions in conjunction with established fire standards when formalizing plans for potential or imminent evacuation routes, particularly in the VHFHSV: • Increase capacity through use of contraflow lanes or shoulders. • Manage traffic control, including through turn restrictions and route or ramp closures, to minimize outflows from evacuation areas. • Prohibit or restrict street parking on high-hazard days. • Continually improve communication systems and implement strategies that improve disaster alerts.	Fire Department	Public Works Engineering Department & Public Services Department	$$	Mid

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
	• Instigate dynamic route guidance and monitoring. • Implement phased evacuations. • Promote reductions in vehicle volumes during evacuations, such as by encouraging households to use only one vehicle to evacuate. • Closely monitor power issues that could affect traffic signals and slow down evacuations.				
SAF16.J	The Dan Diaz Recreation Center is designated as a disaster relief center for major disasters. The Senior Center is open as a disaster relief center during smaller emergencies and disasters such as storms and heat waves.	Administration Department and Public Services Department	Community Development Department	$$	Ongoing

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
	Reduce Pollution Exposure and Improve Air Quality				
EJ1.A	The Planning Division will update zoning regulations to prohibit the development of new residential uses within 500 feet of a freeway, and establish a buffer to protect sensitive receptors from industrial uses and truck routes (e.g., landscape setbacks).	Planning Division	Code Enforcement	$	Near-Term
EJ1.B	The Public Works Engineering will evaluate the health risks on sensitive populations when building or expanding roads or redesignating citywide truck routes and will implement mitigation measures to prevent health risks to community members.	Public Works Engineering Department	Building and Safety, Code Enforcement	$$	Near-Term
EJ1.C	The appropriate City agency will seek and prioritize grant funding to implement projects and programs in residential neighborhoods that mitigate air pollution impacts on sensitive receptors.	Community Development Department		$	Near-Term
EJ1.D	The Community Development Department will collaborate with SCAQMD to increase the number of air monitoring stations in areas that are most affected by air pollution, such as near highways or industrial facilities. This will provide more accurate data on air quality in these areas and help identify sources of pollution that need to be addressed.	Community Development Department	SCAQMD	$$	Near-Term
EJ1.E	The City will publish air quality data from these new monitoring locations on the City's website, making it easily accessible to the public. This could include real-time data from monitoring stations, as well as historical data that allows community members to track changes in air quality over time.	Community Development Department		$	Mid-Term

ATTACHMENT "B"

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ1.F	The Code Enforcement Division will work with the Planning Division to identify and map businesses, stations, and locations that were granted a conditional use permit (CUP) for the use, sale, and storage of any materials classified as toxic or hazardous by either the federal or state government as a substantial part of the total use. This map is required to be easily and publicly accessible.	Code Enforcement Division	Planning Division	$$	Near-Term
EJ1.G	The Public Works Engineering Department will analyze the effectiveness of the Sanitary Sewer and Industrial Waste Ordinance in preventing the contamination of soil and surface water and groundwater in Irwindale.	Public Works Engineering Department	Public Services Department	$	Near-Term
EJ1.H	Establish a regular water testing program in areas surrounding industrial sites, focusing on both surface water and groundwater, and publicize the results of water quality tests to keep residents informed.	Code Enforcement Division	Public Works Engineering Department	$$	Near-Term
EJ1.I	Pursue grant opportunities and partner with water companies to provide and distribute at-home water testing kits to residents.	Code Enforcement Division		$$	Near-Term
EJ1.J	The Community Development Department will conduct community workshops and/or surveys to gather interest in investing and prioritizing EV infrastructure considering other community needs for bicycle and pedestrian infrastructure.	Community Development Department	Code Enforcement Division	$	Near-Term
EJ1.K	The Public Works Engineering Department will assess the potential sites and determine the locations for EV infrastructure. The City will invest in EV infrastructure in a way that continues to disincentivize single-occupancy vehicles and supports shared and alternative forms of transportation (e.g., electric bikes, buses, City fleets, trucks).	Public Works Engineering Department	Planning Division	$$	Near-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ1.L	The Public Works Engineering Department and Planning Division will assess the need for hydrogen fueling infrastructure and incorporate provisions for hydrogen refueling stations alongside new EV charging stations if needed.	Public Works Engineering Department		$	Near-Term
EJ2.A	The Public Services Department will implement an urban tree planting program to increase the number of trees in public urban areas. Trees will be selected that maximize carbon sequestration, while also providing shade and reducing urban heat island effects.	Public Services Department	Planning Division	$$	Mid-Term
EJ2.B	The Planning Division will update zoning regulations to support and incentivize the installation of green roofs and walls on new and existing buildings. Green roofs and walls help to reduce the amount of heat absorbed by buildings, as well as filtering out pollutants from the air.	Planning Division	Public Works Engineering Department	$	Near-Term
EJ2.C	The Public Services Department will partner with Garden View to expand Garden Tips with Gardy & Woody to schools and neighborhoods throughout Irwindale.	Public Services Department	Garden View	$	Near-Term
EJ3.A	The Community Development Department will host community workshops on how City residents can access air quality data, how to protect themselves from exposure to air pollution, and actions they can take to reduce their own contributions to air pollution.	Community Development Department		$	Near-Term
EJ3.B	The Community Development Department will collaborate with SCAQMD to support residential monitoring of air quality and include education and trainings for community members to collect and analyze data and support community-led initiatives to improve air quality.	Community Development Department	SCAQMD	$$	Mid-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ3.C	The City will include information regarding air quality and pollution information and resources in the residential newsletter, Inside Irwindale, and include existing SCAQMD programs and incentives such as the CLEANair Furnace Rebate Program, as well as the Inflation Reduction Act of 2022 programs: Home Efficiency Rebates (HOMES), and Home Electrification and Appliance Rebates (HEEHRA). The City will publish and promote these sections in the website publication.	Community Development Department	SCAQMD	$	Near-Term
EJ3.D	The Irwindale Human Resources Department will establish an Air Quality and Pollution Education program that new and existing employers will be invited to share with their employees.	Human Resources Department		$	Near-Term
EJ4.A	The Public Works Engineering Department will ensure that design of new facilities allows for the queuing of trucks on-site and away from sensitive receptors.	Public Works Engineering Department	Code Enforcement	$	Near-Term
EJ4.B	The Public Works Engineering Department will restrict and enforce the queuing of trucks on streets or elsewhere outside of facilities.	Public Works Engineering Department	Code Enforcement	$	Near-Term
EJ4.C	The Public Works Engineering Department will require on-site signage for directional guidance to trucks entering and exiting facilities to minimize potential impacts on sensitive receptors.	Public Works Engineering Department	Planning Division	$	Near-Term
EJ4.D	The Public Works Engineering Department will install signs in residential areas indicating no-idling zones and displaying the associated fines.	Public Works Engineering Department	Code Enforcement	$	Near-Term
EJ4.E	The City will establish a system where residents can easily report instances of excessive truck idling.	Public Works Engineering Department	Code Enforcement	$	Near-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ4.F	The City will implement regulations to allow for the widening of roads on designated truck routes to accommodate the efficient movement of truck traffic.	Public Works Engineering Department	Planning Division		
EJ4.G	The Public Works Engineering Department will conduct assessments of truck impacts on sensitive receptors as needed, including air quality, noise levels, and traffic congestion.	Public Works Engineering Department		$$	Near-Term
EJ4.H	Develop clear and transparent criteria for evaluating new commercial proposals, giving weight to sustainability factors such as energy efficiency, water conservation, waste management, and community engagement. Make these criteria publicly available to ensure transparency and accountability in the decision-making process.	Public Works Engineering Department	Planning Division	$	Near-Term
EJ4.I	Develop a set of incentives, such as expedited permit processing, reduced fees, or tax incentives, to attract businesses with sustainable practices. Criteria for these incentives may include energy efficiency, waste reduction, eco-friendly design, and community engagement initiatives.	Public Works Engineering Department	Planning Division	$	Near-Term
EJ4.J	Distribute informational materials to the community to ensure that community input is integrated into the evaluation of proposals, emphasizing sustainable practices and community benefits.	Community Development Department		$	Near-Term
EJ4.K	Update City landscaping to require businesses to adopt sustainable landscaping practices, such as bioswales, rain gardens, permeable pavements, and native plants.	Public Services Department		$$	Mid-Term
EJ4.L	Conduct periodic inspections to ensure businesses are complying with drain maintenance requirements.	Public Works Engineering Department	Building and Safety Division	$$	Near-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ4.M	Establish penalties for businesses that neglect their drain maintenance responsibilities.	Public Works Engineering Department	Code Enforcement	$	Near-Term
	Promote Safe and Sanitary Homes and Neighborhoods				
EJ5.A	Coordinate with local, regional, and state agencies involved in housing initiatives, such as the California Department of Housing and Community Development, HRC, Los Angeles County Development Authority, and San Gabriel Valley Council of Governments, to gather and maintain data on living conditions to help evaluate opportunities for local investments. Data gathered should include metrics for promoting safe and sanitary housing, including overcrowding, housing cost burden, housing stock quality, and other relevant household characteristics.	Community Development Department	Public Works Engineering Department	$$	Near-Term
EJ5.B	In tandem with community engagement efforts, establish a community feedback program through the City's webpage to gather information from community members following the implementation of new housing programs.	Community Development Department		$	Near-Term
EJ5.C	Identify metrics that help determine the accessibility and utilization of rental assistance and landlord mediation resources.	Community Development Department		$	Near-Term
EJ5.D	Evaluate the accessibility of existing renter assistance resources and determine appropriate changes or programming necessary to respond to the unique cultural needs of the renters in the City. Use the community engagement process to vet findings and inform improvements needed.	Community Development Department		$	Near-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ5.E	Collaborate with local and regional agencies and community organizations to distribute information to households and business on funding and assistance opportunities, including for utility costs, through the City's webpage, during City events and workshops, and other existing platforms. Promote programs such as California Low Income Home Energy Assistance Program (LIHEAP), California Alternate Rates for Energy (CARE), Family Electric Rate Assistance Program (FERA), California Low-Income Energy Efficiency (LIEE) Program, and Low Income Household Water Assistance Program (LIHWAP) that improve housing conditions and quality of life in Irwindale.	Community Development Department	HCD	$	Near-Term
EJ5.F	Seek partnerships with local agencies and organizations to host informational workshops that educate community members on strategies to improve efficiency within their homes, including striping and caulking around all entrance doors and windows to limit air leaks, removing furniture or items that block vents supplying and returning air to air conditioning, and others. Include this information on the City website so community members can access the information year-round.	Community Development Department		$	Near-Term
EJ5.G	Code Enforcement Division, and Building and Safety Division will work to create a streamlined home maintenance program for renters to report maintenance issues and locate funding for home improvement.	Code Enforcement Division	Building and Safety Division	$	Mid-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ5.H	The Building and Safety Division will conduct comprehensive assessments of for-rent residential structures, focusing on existing roofing conditions, insulation, and the adequacy of lumber used in construction. Identify vulnerable areas that require retrofitting for improved weather resistance and energy efficiency.	Building and Safety Division		$	Near-Term
EJ5.I	Establish a city grant program aimed explicitly at weatherproofing existing houses.	Building and Safety Division	Community Development Department	$	Near-Term
EJ5.J	Launch a citywide awareness and education campaign on mold prevention, identification, and remediation techniques.	Community Development Department	Public Works Engineering Department	$	Near-Term
EJ5.K	Allocate resources to research and identify federal, state, and private grants related to mold abatement and residential retrofitting.	Community Development Department		$	Near-Term
EJ5.L	Assist residents in preparing and submitting grant applications. Offer guidance, workshops, and one-on-one support to help residents navigate the application process effectively.	Community Development Department		$	Near-Term
EJ5.M	Involve residents and community-based organizations to create anti-displacement policies that will help residents stay in place when beautification investments are undertaken in a neighborhood.	Community Development Department		$	Near-Term
EJ5.N	In tandem with the Housing Element's program #28, which calls for development in alignment with sustainable community design, improve neighborhood amenities in public spaces that are built sustainably and enhance quality of life for residents. Seek funding opportunities for investment in neighborhoods for improved lighting, crosswalks, and landscaping.	Housing Division		$$	Mid-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ5.O	Prioritize improved lighting, particularly near sand and gravel pits, around bus stops, and on the north side of Foothill Blvd.	Public Works Engineering Department	Code Enforcement	$	Near-Term
EJ5.P	The Public Works Engineering Department will review the existing lighting schedules in public areas, including streets, parks, and other communal spaces, and adjust them to accommodate daylight savings time changes, ensuring that outdoor lighting turns on an hour earlier during the darker months or turns off an hour later when daylight is reduced.	Public Works Engineering Department		$	Near-Term
EJ5.Q	The Public Works Engineering Department will assess the need or impact of integrating energy-efficient LED lighting technologies to reduce energy consumption and environmental impact.	Public Works Engineering Department		$	Near-Term
EJ5.R	Establish multiple accessible reporting channels, including an online portal on the City's official website and a mobile application.	Community Development Department		$	Near-Term
EJ5.S	Provide an anonymous reporting option for residents who prefer not to disclose their identity.	Community Development Department		$	Near-Term
EJ5.T	Implement a system to acknowledge receipt of reports and follow-up promptly. Residents should receive confirmation that their report has been received and when the case has been resolved.	Community Development Department		$	Near-Term
EJ5.U	Work with City departments and local organizations to develop culturally appropriate programs and activities that promote social cohesion and safety in the community.	Community Development Department	Administration	$	Near-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ5.V	Increase safety through community and neighborhood watch programs that ensure all community members feel safe and secure, rather than threatened, by the presence of law enforcement.	Community Development Department		$	Near-Term
EJ5.W	Organize storm preparedness workshops and training sessions where residents can create emergency kits, secure property, and help develop evacuation plans.	Community Development Department	Public Works Engineering Department	$$	Near-Term
EJ5.X	Offer training programs, including basic first aid, search and rescue techniques, and communication strategies, for community volunteers interested in assisting with storm preparedness efforts.	Police Department	Community Development Department, LA County Fire	$$	Near-Term
	Promote Health and Physical Activity				
EJ6.A	Identify guiding HiAP principles and establish procedures for the implementation of HiAP for future plans and programs. Consider health metrics for measuring implementation, including health conditions and level of physical activity.	Recreation Department	Community Development Department, LA County Parks and Recreation	$	Near-Term
EJ6.B	Provide training to City staff on the HiAP approach and procedures to ensure health and physical activity is considered within all departmental initiatives.	Recreation Department		$	Near-Term
EJ6.C	Provide targeted outreach to community members to increase awareness of City healthcare programs and give them the opportunity to use these benefits. Conduct this outreach on an annual basis, targeting seniors, low-income residents, non-English speakers, unemployed individuals, and others who may have limited access to healthcare services.	Recreation Department	Community Development Department	$$	Near-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ6.D	Collaborate with local healthcare providers, such as City of Hope Medical Center and the Los Angeles County Health Department to develop an annual Health Fair. The Health Fair will provide educational activities, interactive games that engage community members in fun physical activities, and resources related to health issues that are influenced by physical inactivity. This could be combined with a Food Fair that addresses information and resources associated with access to Healthy Foods.	Recreational Department	Administration	$	Near-Term
EJ6.E	Identify existing opportunities to engage in regionwide programs conducted by City of Hope.	Recreation Department		$	Near-Term
EJ6.F	Collaborate with City of Hope to explore opportunities to establish a strategic partnership that could address leading community health risks, promote mental health, and establish health monitoring programs.	Recreation Department	Administration	$	Mid-Term
EJ6.G	Enhance communication efforts through the City of Irwindale website to include information and resources related to health and physical activity, with a focus on addressing obesity and high blood pressure. This will be done through a process similar to the City's communication approach for Covid-19, which created a landing point for relevant pandemic information.	Recreation Department		$	Near-Term
EJ6.H	Establish and manage a Listserv to distribute a monthly schedule of recreational activities, upcoming City events, and information related to health and physical activity to community members (including those who work in the City but live somewhere else).	Recreation Department	Senior Center	$$	Near-Term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ6.I	Ensure that the City website remains an up-to-date source of information regarding City-sponsored recreational activities, programs for teenagers, sports for youth and adults, and updates related to the Dan Diaz Recreation Center.	Recreation Department	Administration	$	Near-Term
EJ.6.J	Collaborate with Los Angeles County Parks and Recreation and community members to identify and eliminate barriers, such as the appropriateness or desirability of the types of recreational programs available, as well as the cost or accessibility concerns for enjoying recreational amenities.	Recreation Department	LA County Parks and Recreation	$	Near-term
EJ6.K	Collaborate with Los Angeles Parks and Recreation to develop a voucher program that allow low-income residents of Irwindale to access the Santa Fe Dam Recreation Center at a free or reduced price.	Recreation Department	LA County Parks and Recreation		
EJ6.L	Collaborate with Los Angeles County Parks and Recreation to send flyers out to all community members (including those who work in the City but live somewhere else) to ensure that they are aware of events, activities, and programs that are held at the Santa Fe Dam Recreation Center.	Recreation Department	LA County Parks and Recreation	$$	Near-term
EJ6.M	The Public Works Engineering Department will conduct a comprehensive assessment to identify critical routes for bike lane expansion.	Public Works Engineering Department		$	Near-term
EJ6.N	Install clear, intuitive signs indicating bike routes, pedestrian paths, distances to key destinations, and estimated walking/cycling times. Utilize maps, QR codes, and smartphone apps to enhance accessibility to wayfinding information.	Public Works Engineering Department		$$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ6.O	Invest in pedestrian-friendly infrastructure, including crosswalks, sidewalks, pedestrian overpasses, shade structures, and traffic calming measures in areas with high foot traffic, especially near schools, public transportation hubs, and commercial spaces.	Public Works Engineering Department		$$	Mid-term
EJ6.P	Continue to provide free, adaptive, and accessible physical activity programming to residents in Irwindale through the Dan Diaz Recreation Center, with recreation opportunities for all ages and abilities.	Recreation Department	Senior Center	$	Near-term
EJ6.Q	Conduct an annual community survey to assess community satisfaction and participation in existing programming and to identify community members' interests in programming. The survey will help inform future programming decisions to ensure that the Recreation Department is meeting the needs and interests of the community.	Recreation Department	Administration	$	Near-term
EJ6.R	Using survey results conduct targeted engagement of individuals who are not utilizing the Dan Diaz Center in order to identify any barriers and increase program engagement. Based on this engagement, implement reasonable measures to ensure that all residents have an equal opportunity to attend physical activity programs at the center.	Recreation Department		$	Near-term
EJ6.S	Evaluate whether or not the Dan Diaz Recreation Center has the capacity to extend free or reduced programming to employees who work in the city.	Recreation Department		$	Near-term
EJ6.T	Engage with large employers in the city to identify partnership opportunities that would allow for expanded access to the Dan Diaz Recreation Center.	Recreation Department	Irwindale-based employers	$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ6.U	Dedicate funds in the Capital Improvement Plan to the maintenance, expansion, and protection of the City's tree canopy, focusing on areas of the City with disproportionately low tree canopy landcover in order to increase the tree canopy landcover to at least meet the Los Angeles County average.	Finance Department	Community Development Department, Public Works Department	$	Near-term
EJ6.V	Engage the public to prioritize locations of pedestrian rights-of-way for tree plantings, which will encourage more active transportation and use of rights-of-way.	Community Development Department		$	Near-term
EJ6.W	Collaborate with local organizations, schools, or community members to develop a user-friendly educational module that is accessible on the City website, to educate residents on the advantages of planting trees, the most suitable tree species for planting, and the proper techniques for planting and maintaining new trees on private property.	Community Development Department	Public Services Department	$	Near-term
	Promote Healthy Food Access				
EJ7.A	Offer incentives such as tax reductions and expedited permitting to healthy food businesses such as grocery stores and farmers markets, as well as non-traditional businesses such as food cooperatives, street vendors, pop-up markets, and home-kitchen-based businesses.	Community Development Department	Finance Department	$	Near-term
EJ7.B	Offer direct assistance to healthy food entrepreneurs to help them understand and meet public health guidelines and vending regulations, as well as take advantage of financing opportunities.	Community Development Department		$	Near-term
EJ7.C	Provide free publicity in City communications to healthy food entrepreneurs.	Community Development Department	Administration	$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ7.D	Require a minimum amount of staple and/or fresh foods as a condition for a liquor license.	Community Development Department		$	Mid-term
EJ7.E	Confirm that the Schabarum Avenue Kaiser campus farmers will indeed open as planned and will be adequate to meet the community's needs. If not, collaborate with community organizations to establish an Irwindale Farmers market.	Community Development Department		$	Near-term
EJ7.F	Incentivize the SGV Farmers Market to allow non-SGV tenants to buy food at their farmers market when it reopens.	Community Development Department		$	Near-term
EJ7.G	Organize events and activities that coincide with farmer's markets to encourage attendance and promote healthy food businesses in the community.	Community Development Department		$	Near-term
EJ7.H	Update the City's food purchasing practices, to require all its departments to prioritize local economies, environmental sustainability, valued workforce, animal welfare, and nutrition in their food purchases.	Finance Department		$$	Mid-term
EJ7.I	Through publicity, education, and preferential contracting, encourage all other Irwindale agencies, institutions, and large employers to adopt the Good Food Purchasing Policy as well.	Community Development Department		$	Mid-term
EJ8.A	If a vacant site, such as a closed mining pit is chosen, offer incentives such as reduced taxes (property, vacancy, etc.) to put the land to use as a community garden if feasible.	Community Development Department	Finance Department	$	Near-term
EJ8.B	Encourage knowledgeable residents to become educators, conducting workshops and demonstrations within the community garden.	Community Development Department		$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ8.C	Collaborate with local organizations such as the San Gabriel Valley Conservation Corps, City of Hope, and any Tongva organizations for garden and program planning, operations, and maintenance.	Community Development Department	San Gabriel Valley Conservation Corps, City of Hope	$$	Near-term
EJ8.D	Loosen permit requirements and reduce fees and taxes where possible for indoor or outdoor urban agriculture.	Building and Safety Department	Community Development Department	$	Near-term
EJ8.E	Publicize resources and grant programs for urban agriculture activities.	Community Development Department		$	Near-term
EJ8.F	Conduct a comprehensive evaluation of soil health in residential areas where the fruit tree program will be implemented. Perform soil tests to assess nutrient levels, pH balance, and potential contaminants, including lead.	Building and Safety Department		$$	Near-term
EJ8.G	Provide educational resources to residents about soil health, lead contamination risks, and best practices for safe gardening.	Community Development Department		$	Near-term
EJ8.H	Facilitate a fruit-sharing program where residents can share excess fruit from their trees with neighbors or community organizations.	Community Development Department	Recreation Department	$	Near-term
EJ8.I	Partner with the school districts where Irwindale students attend to advocate for and support the adoption of a Good Food Purchasing Policy similar to the one LA Unified School District has adopted, so that students develop a taste for healthy food.	Community Development Department	Baldwin Park Unified School District, Azusa Unified School District, Covina Valley Unified School District, Duarte Unified School District	$	Mid-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ8.J	Support the re-establishment and expansion of the Nutrition in The Garden Partnership between Baldwin Park Unified School District and Baldwin Park Community Garden (Kaiser Permanente), and advocate for other similar programs in all schools that serve Irwindale Students, so that students can continue to learn the value and appeal of cooking with freshly grown food, and bring healthy recipes home to their families.	Community Development Department	Baldwin Park Unified School District	$	Near-term
EJ8.K	Partner with City of Hope and San Gabriel Valley Conservation Corps to publicize and support opportunities for the Irwindale community to take healthy cooking and gardening classes.	Community Development Department	City of Hope, San Gabriel Valley Conservation Corp	$	Near-term
EJ8.L	Continue to partner with Irwindale's local hauler to offer home composting classes in Irwindale.	Public Services Department		$	Near-term
EJ8.M	Allow and encourage food/medicine harvesting and foraging by the Tongva community in Irwindale Park, Santa Fe Dam Recreational Area, and other natural areas.	Community Development Department		$	Near-term
EJ9.A	Publicize these assistance programs on the City's website, other communications, and at City events and facilities.	Community Development Department	Administration	$	Near-term
EJ9.B	Encourage that farmers markets (including the existing SGV market and the planned Kaiser Schabarum Avenue market) to accept CalFresh and WIC payments, and incentivize them to match customers' purchase dollars to increase their fresh produce buying power.	Community Development Department		$	Near-term
EJ10.A	Continue to support and publicize Shepherd's Pantry as it engages with supermarkets, food processors and distributors, and other generators of surplus food and distributes it to people in need. Prioritize Irwindale residents in the food distribution process.	Community Development Department	Shepherd's Pantry	$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ10.B	Continue to collaborate with CalRecycle and Irwindale's trash/recycling/organics hauler on efforts to identify and educate generators of surplus edible food on the requirements and procedures for getting that food to food rescue organizations.	Public Services Department	CalRecycle	$	Near-term
EJ10.C	Publicize opportunities for the Irwindale community to volunteer with Food Forward to glean surplus edible food from local markets, and to harvest surplus fruit from residential fruit trees for distribution to food rescue organizations.	Community Development Department		$	Near-term
	Promote Access to Public Facilities				
EJ11.A	Conduct community engagement throughout the update of the Resource Management Element programs, and in follow-up periodic surveys, to ensure successful outcomes, including increased use and satisfaction of park and recreational facilities by community members.	Recreation Department	Community Development Department	$$	Mid-term
EJ11.B	To ensure effective development of programs in the Resource Management Element, the City of Irwindale will include specific and measurable targets. Additionally, an annual progress report will be prepared and publicly released to track progress toward meeting these targets. The progress report will serve as a resource for city leadership to make informed decisions regarding program funding.	Recreation Department		$$	Near-term
EJ11.C	Update the City webpage for the Irwindale Active Transportation Plan to reflect the current status of the plan and to include annual progress reports as the ATP is being implemented.	Public Works Engineering Department	Administration	$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ11.D	Conduct a parking inventory and utilization study of public facilities to identify areas where parking constraints exist. Based on the findings of the study, develop targeted parking management strategies and programs to address parking constraints, such as adjusting parking time limits and real time parking availability displays.	Public Works Engineering Department		$$	Near-term
EJ11.E	Collaborate with the LA Metro and Foothill Transit to determine the level of connectivity and identify gaps in service between the various residential areas in Irwindale and the public facilities that are located in the southeastern portion of the city, where the majority of community amenities are located.	Community Development Department		$$	Near-term
EJ11.F	Evaluate the current programs and services that are provided to people in Irwindale who are experiencing homelessness.	Community Development Department		$	Near-term
EJ11.G	Identify the community needs related to homelessness and collaborate with the Los Angeles County Department of Public and Social Services, Homeless services, to expand existing programs and services to meet needs.	Community Development Department	Los Angeles County Department of Public and Social Services, Homeless Services,	$	Mid-term
EJ12.A	Proactively evaluate the Northeastern portion of the City for sites that would be viable for the development of parks, mini-parks, dog parks, open space, community centers and other public facilities desired by the community. Develop a report that lists potential sites.	Community Development Department		$	Near-term
EJ12.B	When considering the development of new public facilities, the site evaluation report will be used to guide siting.	Community Development Department	Public Works Department, Recreation Department	$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ12.C	Conduct a comprehensive inventory of vacant properties and buildings within Irwindale. Identify the ownership status, condition, and potential usage of these properties. Make this information publicly accessible to encourage community involvement.	Community Development Department		$	Near-term
EJ12.D	If feasible, develop financial incentives and tax breaks for property owners who repurpose vacant buildings for sustainable businesses, community centers, or affordable housing projects.	Community Development Department	Finance Department	$	Near-term
EJ12.E	If feasible, convert applicable vacant buildings into community spaces and facilities that serve residents.	Community Development Department	Recreation Department	$$	Mid-term
EJ12.F	Collaborate with the community to establish redevelopment guidelines that include green space, mobility, service, and local benefit requirements.	Community Development Department		$	Near-term
EJ12.G	Conduct a thorough audit of all public facilities, including government buildings, community centers, parks, and recreational areas, to assess their compliance with ADA guidelines. Identify areas that require improvements or modifications to enhance accessibility for individuals with disabilities.	Public Works Engineering Department	Code Enforcement	$	Near-term
EJ12.H	Develop and implement a plan to expand wheelchair-accessible pathways and infrastructure throughout parks and recreational areas making them fully ADA compliant beyond just the perimeter.	Public Works Engineering Department		$$	Mid-term
EJ12.I	Engage with residents, including individuals with disabilities, to gather input on the design and placement of wheelchair-accessible pathways.	Community Development Department		$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ12.J	Install clear and visible signage indicating accessible routes and facilities within public spaces.	Public Works Engineering Department		$$	Near-term
	Promote Civic Engagement				
EJ13.A	Organize informational workshops that provide detailed information on topics such as voter registration, polling locations, mail-in voting, and ballot counting procedures. Provide interpretation at these workshops as needed. Include Q&A sessions to address any questions or concerns from community members.	Community Development Department		$	Near-term
EJ13.B	Integrate governmental process education into the Irwindale Teen Club programming by offering workshops, presentations, or interactive activities that cover topics such as local governance, civic engagement, and public policy. The program could also include opportunities for teens to participate in mock government simulations, meet with local elected officials, and engage in community service projects that relate to civic education.	Administration Department	Recreation Department	$	Near-term
EJ13.C	Investigate the feasibility of incorporating an annual internship component as part of the Youth in Government Program, that is open to all individuals in Irwindale who are high school age and above. Provide interns with hands-on experience working in various departments of the City government, as well as opportunities to participate in training sessions, networking events, and community projects.	Administration Department		$	Near-term
EJ13.D	Conduct a comprehensive needs assessment in collaboration with community members and gather data on existing challenges, opportunities, to better understand capital needs and expenditures.	Finance Department		$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ13.E	Create accessible online platforms where residents can view detailed reports on industrial revenue, expenditures, and ongoing projects funded by these revenues. Ensure that these reports are regularly updated and readily available to the public.	Community Development Department		$	Near-term
EJ13.F	The Community Development Department will hold public meetings, workshops, and online forums to gather input from residents on how industrial revenue should be utilized for community development projects.	Community Development Department	Finance Department	$	Near-term
EJ13.G	Provide a minimum of 21 days' notice before hosting community engagement events and workshops.	Community Development Department	Administration Department	$	Near-term
EJ13.H	Implement text messaging, social media, email alert systems, and direct mailing to notify residents directly about upcoming community engagement events. Encourage residents to opt-in to receive these alerts, ensuring timely communication while minimizing printing and distribution costs.	Community Development Department	Administration Department	$	Near-term
EJ13.I	Utilize existing billboards, community notice boards strategically placed in high-traffic areas and in public facilities to display information about upcoming community workshops and engagement events.	Community Development Department		$$	Near-term
EJ13.J	Collaborate with the Chamber of Commerce to send eblasts notifying businesses of community workshops and events and utilize the business licensing roster to notify all businesses of upcoming events and workshops.	Community Development Department	SoCal Edison	$	Near-term
EJ13.K	Provide comprehensive training to the Community Officer/Ambassador in conflict resolution, community engagement strategies, cultural competence, and relevant City policies.	Administration Department		$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ13.L	Facilitate dialogues and mediate conflicts when necessary, ensuring that community concerns are addressed in a timely and respectful manner.	Administration Department		$	Near-term
EJ13.M	Develop a system for tracking and reporting the Community Officer/Ambassador's activities, including the number of community engagements, issues resolved, and programs implemented.	Administration Department		$	Near-term
EJ13.N	Allow community members, neighborhood associations, and local organizations to submit formal requests to the City Council for specific agenda items related to urban planning, land use, development projects, and relevant community concerns.	Community Development Department		$	Near-term
EJ13.O	Establish a clear and accessible process for community members to submit requests for agenda items to the City Council. Provide online forms, email addresses, or designated submission points at city offices where residents can submit their proposals.	Community Development Department		$	Near-term
EJ13.P	Define the purpose and responsibilities of the Citizen Advisory Committee, such as its goals, objectives, scope, and areas of responsibility. This can be done through a formal resolution or an ordinance that outlines the committee's role in providing feedback and recommendations on City policies and programs.	Community Development Department		$	Near-term
EJ13.Q	With community input, establish a public meeting accessibility standard that applies to all City-led public meetings in compliance with the Brown Act.	Community Development Department	Administration Department	$	Near-term
EJ13.R	Provide interpretation for Spanish and other commonly spoken languages in public meetings.	Community Development Department		$	Near-term

ACTION NO.	ACTION	LEAD AGENCY	PARTNERSHIPS	RELATIVE COST	IMPLEMENTATION TIMEFRAME
EJ13.S	Translate future public documents and communications into Spanish and other commonly spoken languages, using a professional translation service or qualified city staff as appropriate.	Community Development Department		$	Near-term
EJ13.T	The Administration Department will work with the Community Development Department and IT to establish and host free community Wi-Fi hotspots at public facilities.	Administration Department	Community Development Department, IT	$	Near-term
EJ13.U	Seek opportunities to increase free access to public computer stations at public facilities.	Community Development Department		$	Near-term
EJ13.V	Libraries will seek partnerships with schools, community-based organizations (CBOs), and private sector partners to provide technology classes for diverse languages, and skill levels, with subjects ranging from basic computer literacy and typing, to programming and coding, to Zoom participation.	Library Department	Community Development Department	$	Near-term
EJ14.A	Identify public facilities that could function as sites for local art installations.	Community Development Department		$	Near-term
EJ14.B	Coordinate with local artists to create murals, sculptures, and other installations in public spaces.	Community Development Department		$	Near-term

Legislation Cheat Sheet

Name	***Year***	***Description***
CA Govt Code Section 65302.5	1985	Requires local governments to include a Safety Element in their general plans that addresses the protection of people and property from various hazards.
CA Govt Code Section 65302(h	2016	Mandates that cities and counties consider environmental justice issues in their general plans, particularly focusing on how disadvantaged communities are affected by land use decisions and planning policies.
AB 65	2013	Expands the types of hazards to be considered in the Safety Element to include climate change impacts such as extreme heat, drought, and sea-level rise.
AB 70	2007	Places liability on local governments for approving new development in flood-prone areas without adequate flood protection measures.
AB 162	2007	Requires the Safety Element to include information on flood hazards and policies to reduce the risk of flooding.
AB 617	2017	Focuses on improving air quality and reducing pollution in disadvantaged communities, requiring local air districts to develop and implement community emissions reduction programs and air monitoring plans.
AB 686	2018	Requires public agencies to administer programs and activities that affirmatively further fair housing and ensure equal housing opportunities.
AB 747	2019	Requires the identification of evacuation routes and consideration of their capacity, safety, and viability under a range of emergency scenarios in the Safety Element.
AB 1550	2016	Requires a percentage of funds from the Greenhouse Gas Reduction Fund to be invested in projects benefiting disadvantaged communities, with a focus on direct investment.
AB 1628	2019	Amends existing laws to ensure that climate adaptation and resilience efforts specifically benefit disadvantaged communities.
AB 2140	2006	Encourages the integration of the Local Hazard Mitigation Plan into the Safety Element of the general plan for comprehensive hazard mitigation planning
AB 2722	2016	Establishes the Transformative Climate Communities Program, funding development and infrastructure projects that reduce greenhouse gas emissions and benefit disadvantaged communities.
SB 5	2007	Requires local governments in the Sacramento-San Joaquin Valley to amend their general plans to include specific findings related to flood protection.
SB 99	2019	Requires local governments to identify residential developments in hazard areas that do not have at least two emergency evacuation routes.
SB 244	2011	Mandates that local governments identify disadvantaged unincorporated communities within or near their boundaries in the Land Use Element of the general plan and address their infrastructure and service needs.
SB 379	2015	Requires the inclusion of climate adaptation and resilience strategies in the Safety Element, incorporating climate change projections and mitigation measures.
SB 535	2012	Requires a portion of cap-and-trade program proceeds to be allocated to projects that benefit disadvantaged communities.

SB 1000	2016	Requires the inclusion of an EJ Element in the general plan or the integration of EJ policies into other elements during updates. The EJ Element must identify disadvantaged communities and include policies to reduce health risks, promote civic engagement, and prioritize improvements for these communities.
SB 1035	2018	Mandates updates to Safety Elements to address climate adaptation and resilience strategies, particularly after updates to the Local Hazard Mitigation Plan or new flood hazard information becomes available.
SB 1241	2012	Requires the Safety Element to address wildfire risks, particularly in State Responsibility Areas (SRAs) and Very High Fire Hazard Severity Zones (VHFHSZs), and to incorporate measures for reducing wildfire risks.
Surface Mining & Reclamation Act (SMARA)	1975	To ensure that adverse environmental effects of surface mining are minimized and mined lands are reclaimed to a usable condition that is readily adaptable for alternative land uses.

Terms and Definitions

1. **Environmental Justice (EJ):** The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
2. **Disadvantaged Communities**: Communities that are disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation. These are often identified based on criteria such as income, pollution burden, and health outcomes.
3. **Adaptation:** The process of adjusting to actual or expected climate and its effects. It involves making changes in practices, processes, or structures to reduce the negative impacts of climate change.
4. **Resilience:** The capacity of individuals, communities, and systems to survive, adapt, and thrive in the face of stress and shocks. In the context of climate change, resilience refers to the ability to prepare for, respond to, and recover from climate-related hazards.
5. **Sustainability**: The practice of meeting current needs without compromising the ability of future generations to meet their own needs. It involves managing resources in a way that ensures long-term ecological balance, economic prosperity, and social well-being.
6. **Climate Change:** Long-term changes in temperature, precipitation, wind patterns, and other elements of the Earth's climate system. Climate change can result from both natural processes and human activities, particularly the burning of fossil fuels, deforestation, and industrial processes that release greenhouse gases into the atmosphere.

CITY OF IRWINDALE

General Plan Environmental Justice & Safety Elements

City Council Review

July 24, 2024

Meeting Purpose

- Present Environmental Justice and Safety Elements with a focus on Draft Implementation Actions
- Request City Council recommendation for any modifications to Draft Environmental Justice and Safety Element Implementing Actions

Public Review Drafts of the Environmental Justice and Safety Elements are available on City of Irwindale Housing Element & General Plan Update web page:

https://www.irwindaleca.gov/570/Housing-Element-General-Plan-Update

Agenda

- Presentation
  - Overview of Safety Element and Associated State Laws
  - Summary of Proposed Safety Element Implementing Actions
  - Overview of EJ Element and Associated State Laws
  - Summary of Proposed EJ Element Implementing Actions
- City Council Discussion and Direction
- Summary of Engagement Activities
- Next Steps

What is a Safety Element?









What is the Safety Element?

Objective

- Addresses potential risks to life and property resulting from naturally occurring hazards, such as earthquakes and floods, and man-made hazards such as air pollution and contamination of water quality. The Safety Element also identifies public safety providers such as law enforcement and emergency preparedness and response team.

Element of the General Plan

- Required for every City and County in California
- Updates triggered by Hazard Mitigation Plan (5-year cycle) and Housing Element Update (8-year cycle)
- Approved by
  - CA Department of Housing & Community Development (HCD)
  - CA Office of Emergency Services (Cal OES)
  - California Department of Forestry and Fire Protection (Cal Fire)
  - Federal Emergency Management Agency (FEMA)

Compliance with CA Legislation

CA Govt. Code Section 65302(g)

- Outlines the requirements for the Safety Element.

Surface Mining and Reclamation Act (SMARA)

- Regulates mining activities and reclamation requirements.

AB 2140 (2006)

- Encourages the integration of the Local Hazard Mitigation Plan into the Safety Element of the General Plan to ensure comprehensive hazard mitigation planning.

AB 70 (2007)

- Specifies requirements for flood hazard identification, risk reduction policies, and zoning protections.

AB 162 (2007)

- Requires that the Safety Element include information on flood hazards and policies to reduce the risk of flooding.

SB 1241 (2012)

- Requires the Safety Element to address wildfire risks, particularly in State Responsibility Areas (SRAs) and Very High Fire Hazard Severity Zones (VHFHSZs), and to incorporate measures for reducing wildfire risks.

Compliance with CA Legislation Continued

AB 65 (2013)

- Expands the types of hazards that must be considered in the Safety Element to include climate change impacts, such as extreme heat, drought, and sea-level rise.

AB 617 (2017)

- Focuses on improving air quality and reducing pollution in disadvantaged communities.
- Requires local air districts to develop and implement community emissions reduction programs and air monitoring plans.

SB 379 (2015)

- Requires that the Safety Element include climate adaptation and resilience strategies by incorporating climate change projections and mitigation measures.

SB 1035 (2018)

- Mandates Safety Element updates to address climate adaptation and resilience strategies, particularly after updates to the Local Hazard Mitigation Plan or as new flood hazard information becomes available.

AB 747 (2019)

- Requires the Safety Element to identify evacuation routes and consider their capacity, safety, and viability under a range of emergency scenarios.

SB 99 (2019)

- Requires local governments to identify residential developments in hazard areas that do not have at least two emergency evacuation routes.

Safety Element Topics

- Air Quality
- Drought
- Extreme Weather
- Flooding
- Geologic and Seismic Hazards
- Hazardous Materials
- Law Enforcement and Crime
- Wildfire
- Emergency Preparedness

Safety Element Organization

- Section 1: Introduction
- Section 2: Existing Conditions
- Section 3: Goals, Policies and Actions
- Section 4: Implementation
- Section 5: References
- Appendices
  - Existing Conditions Report
  - Community Engagement Report

Proposed Safety Programs









Goal 1: A safe environment with continuously good air quality (i.e., air quality index value of 50 or below) that ensures a healthy and sustainable quality of life for current and future generations.

Policy 1.1 Air Quality Planning and Collaboration	State Legislation
Action 1.A Monitor Assembly Bill (AB) 617 Community Air Protection Program implementation in nearby communities that affect local and regional air quality.	AB 617
Action 1.B Participate in the San Gabriel Valley Council of Governments' programs for monitoring and improving air quality.	AB 617
Policy 1.2 Air Quality Monitoring	
Action 1.C Track reporting of average air quality levels for ozone and particulate matter on a monthly basis to develop a long-term tracker for assessing trends in local air quality levels. ★	AB 617
Policy 1.3 Climate Action and Adaptation	
Action 1.D Seek grant funding to support the preparation of a climate action and adaptation plan.	SB 379
Policy 1.4: Local Health Service	
Action 1.E Track public health data in Irwindale through annual reporting from the CDC.	
Action 1.F Expand the existing Resident Benefit program to provide educational resources from local hospitals, clinics, and other health organizations for increasing safety to air pollution.	

★ = community input

Goal 2: A community with complementary uses that reduce air pollution exposure and prioritize the health and safety of people and the environment.

Policy 2.1 Sensitive Uses near Pollution Sources	
Action 2.A Update design guidelines to facilitate sustainable landscaping and promote greater density of urban greening.	SB 379
Policy 2.2 Protection from Polluting Sites	
Action 2.B Evaluate existing, designated truck routes to prioritize locations for new and improved buffers. ★	

Goal 3: A community that maximizes natural elements in design and infrastructure to promote quality air and mitigate pollution.

Policy 3.1 New Parks	
Action 3.A Identify potential sites within existing parks or the public right-of-way for new tree plantings in the western and northern areas of the city. ★	SB 379

★ = community input

Goal 4: A sustainable supply of water resources that meets current and long-term community needs for domestic, industrial, and recreational needs.

Policy 4.1 Interagency Collaboration		
Action 4.A Continue to support the Upper San Gabriel Valley Municipal Water District Urban Water Management Plan, for long-term resource planning of water supplies to meet existing and future needs.		SB 379
Policy 4.4 Water Resource Protection Partnerships		
Action 4.C Implement green infrastructure measures to be incorporated into all new development and redevelopment applications to facilitate groundwater recharge.	★	SB 379
Policy 4.5 Compliance with LA County Building Code		
Action 4.D Create City programs as feasible to incentivize the use of water conservation techniques.	★	SB 379
Action 4.E Install drought-tolerant landscaping at City-owned facilities.		SB 1035

Goal 5: A community that is educated about the effects of drought.

Policy 5.1 Water Conservation Education		
Action 5.A Collaborate with Water Districts and organizations to develop an educational program to inform residents and employees of the status of the drought and water supply, and the importance of conservation.	★	SB 379 and SB 1035

★ = community input

Goal 6: A resilient community with effective adaptation measures to address extreme weather hazards.

Policy 6.1 Extreme Weather Safety	
Action 6.A Review current design guidelines for areas of opportunity to increase standards that promote urban heat mitigation.	SB 65
Action 6.B Seek funding opportunities for climate adaptation to reduce the urban heat island effect with natural solutions and green infrastructure. ★	SB 65
Action 6.C Promote local and regional agency and utility programs that provide assessments and assistance to businesses, schools, and households for weatherization improvements. ★	SB 65
Policy 6.2 Public Improvements	
Action 6.D Adopt and enforce the latest building codes to increase resiliency of the built environment. ★	SB 379 and SB 1035
Action 6.E Install weatherproof shelters, such as awnings and sunshades, and increase tree canopy in the public right of way that protects residents and visitors from extreme weather.	SB 379
Action 6.F Identify facilities where cool roofs, green roofs, and/or green facades can be installed to help reduce the urban heat island effect.	SB 379 and SB 65

★ = community input

Goal 7: A community with parks and open spaces, greenways, and trees that help to reduce the urban heat island effect, mitigate extreme heat, and reduce impacts to the community.

Policy 7.1 Urban Greening Amenities		
Action 7.A Identify park needs in the community	★	
Action 7.B Maintain a list of drought-tolerant and heat-resistant trees that are suitable for planting for Southern California's weather and soil conditions.		
Action 7.C Develop guidelines to support "right tree, right place" plantings, where appropriate and approved species are planted according to best practices.	★	

Goal 8: A community that is protected from flood hazards, with adequate safety protections in areas subject to potential inundations.

Policy 8.4 Storm Drain Master Plan		
Action 8.A Prioritize storm drain studies and maintenance on areas that are identified for disaster relief.	★	AB 2140 and SB 1035

★ = community input

Goal 9: Minimized personal injury and property damage losses resulting from dam failure.

Policy 9.2 New Development in Dam Failure Inundation Areas	State Legislation
Action 9.A Develop a local dam failure evacuation plan.	AB 2140 and SB 1035
Action 9.B Identify secondary evacuation routes that are susceptible to dam-failure-related impacts	SB 379 and AB 2140
Action 9.C Amend the zoning ordinance to create provisions that protect or restrict sensitive uses and critical uses within flood hazard areas and designated dam inundation areas.	AB 2140
Action 9.D Identify and retrofit existing city assets that are subject to dam failure.	

Goal 10: A community protected from seismic and geologic hazards that ensure public health and safety as well as city infrastructure and services are maintained.

Policy 10.3 Structural Hazards	
Action 10.A Implement slope stabilization projects in the highest risk areas, particularly around the existing 17 mines in the city.	
Policy 10.4 Critical Facilities	
Action 10.B Retrofit City-owned critical facilities and buildings to increase their capability to withstand earthquakes.	SB 379

Goal 11: A safe & healthy community that minimizes public health risks and threats from hazardous materials & waste.

Policy 11.5 Transportation	
Action 11.A Identify and establish specific travel routes for the transport of hazardous materials and wastes, focusing on the capacity to safely accommodate additional truck traffic, avoidance of residential neighborhoods and areas.	
Policy 11.6: Hazardous Waste Spills and Cleanup	
Action 11.B Post informational resources on the City's website that link to the websites of the county, state, and federal agencies that regulate hazardous materials.	SB 379 and SB 1035
Action 11.C Create a program to work with property owners to identify hazardous materials risks and ensure remediation of hazardous building materials such as asbestos and lead.	AB 70
Policy 11.7 Certified Unified Program Agency (CUPA) Coordination	
Action 11.D Regularly inspect buildings/facilities in which hazardous materials accidents would pose a threat to the community. ★	SB 379 and AB 2140
Policy 11.8 Existing Mining Pits	
Action 11.E Require the planned reclamation of the mining pits with consideration of the land's potential for recreational, scenic uses, residential, or commercial development.	SMARA
Action 11.F Seek grant opportunities/partnerships to expedite the full cleanup of the remaining sites. ★	SB 379
Action 11.G Ensure all necessary city staff has Surface Mining and Reclamation Act (SMARA) training.	SMARA
Action 11.H Create a City website that lists the mining pits, operation status, reclamation plans, & other applicable information. ★	SB 379 and AB 162
Action 11.I Require that all mining operations be adequately reviewed during the reclamation and closing processes.	SMARA

Goal 12: A resourced police department with sufficient staffing, equipment, resources, and readiness to address crime, respond to local emergencies, and increase community safety.

Policy 12.1 Police Services Management		
Action 12.A Review existing mutual aid agreements with partnering agencies providing police and fire services from city departments to assess the need for increased support to reduce crime.		SB 379
Action12.B Assess Police Department resources & support needed for clearing/closing crimes & increasing % of crimes cleared.		AB 162
Policy 12.2 Patrolling and Surveillance		
Action 12.C Engage community members, groups, and organizations, through public workshops to hear community concerns regarding perceptions of unsafe areas in Irwindale.		AB 162 & SB 379
Action 12.D Conduct a yearly evaluation of local businesses' reliance on police services to assess their usage levels.		AB 162
Policy 12.3 Business Watch		
Action 12.E Designate a city official or law enforcement liaison as the point of contact for Business Watch Groups.	★★	AB 162 & SB 379
Action 12.F Establish a dedicated communication channel for reporting incidents and feedback.	★	SB 379
Action 12.G Provide training sessions on crime prevention, emergency preparedness, etc., for Business Watch members.		AB 162 & SB 379
Action 12.H Promote the Business Watch Program	★	SB 379
Action 12.I Schedule regular meetings to discuss safety concerns, share information, and incorporate community and law enforcement feedback.		AB 162

★ = community input

Goal 13: An engaged and responsive community that contributes to reporting, information sharing, & crime reduction.

Policy 13.2 Police and Community	
Action 13.A Involve the Police Department in community events & programs where officers can engage with community members	SB 379
Action 13.B Conduct regular meetings at public facilities that are near residential neighborhoods & places of employment, to share updates on crime and hear community member concerns.	AB 162
Action 13.C Implement the Park Watch Program to support residents with regular maintenance and patrolling of parks & open spaces.	AB 162

Goal 14: A built environment that improves public safety, discourages and prevents crime, and instills a sense of community ownership for people and property in Irwindale.

Policy 14.1 Urban Design	
Action 14.A Create citywide objective design standards that address crime prevention through urban design	AB 162
Policy 14.3 Implementation of Safety Features	
Action 14.B Assess current street lighting fixtures to prioritize needs for increased and/or improved lighting and help deter theft. ★	
Action 14.C Ensure that minimum standards for streetlights are met and update standards as necessary ★	AB 162

★ = community input

Goal 15: A city where residents & businesses are safe from wildfires & are prepared for the hazards associated with wildfire spread.

Policy 15.4 Fire Codes	State Legislation
Action 15.A Update local zoning and subdivision codes to designate wildfire hazard overlay zones.	SB 1241, AB 2140, & CAL FIRE
Policy 15.5 Consistency with California Codes	
Action 15.B Review and update the city's municipal code as necessary to bring it into compliance with California Code of Regulations Title 14, Natural Resources Division 1.5, Department of Forestry, Chapter 7, Fire Protection.	CAL FIRE
Action 15.C Adopt the most recent County of Los Angeles Fire Department Strategic Fire Plan.	CAL FIRE
Policy 15.6 Existing Structures in VHFHS	
Action 15.D Prioritize public and private funding for fire risk reduction to assist private landowners in implementing safety measures.	SB 1241 & CAL FIRE
Policy 15.11 Flammable Plant Specie	
Action 15.E Identify plant species that are highly flammable and pose risks to the community, with an inventory of their location and risk level.	SB 1241
Action 15. F Adopt a fire-resistant landscape ordinance.	SB 1241 & CAL FIRE

Goal 15 Continued

Policy 15.13 Fire Prevention Techniques	
Action 15.G Coordinate with CAL FIRE, Fire Safe Councils, public works, fire districts, and other community organizations to ensure proper maintenance of fire breaks.	SB 1241 & CAL FIRE
Action 15.H Maintain open spaces within & around the Santa Fe Dam Recreation Area and San Gabriel River Basin so that ground fuels do not promote the spread of wildfire and aerial fuels do not allow the spread of a fire.	SB 1241
Policy 15.15 Non-Conforming Development	
Action 15.I Identify existing non-conforming development, prioritizing sensitive uses within VHFZs.	SB 1241 & CAL FIRE

Goal 16: A city that responds with the maximum feasible speed and efficiency to disaster events so as to minimize injury, loss of life, property damage, and disruption to the social and economic life of the city.

Policy 16.1 Emergency Response Planning	
Action 16.A Review and update the city's Local Hazard Mitigation Plan every 5 years.	44 CFR Part 201.6
Policy 16.5 Post-Disaster Evaluation	
Action 16.B Ensure post-fire redevelopment complies with the most current version of the California Building Codes and California Fire Code.	CAL FIRE

Goal 16 Continued

Policy 16.6 Community Capacity	
Action 16.C Implement hazard awareness, education, and preparation programming. ★	CAL FIRE
Action 16.D Partner with neighboring jurisdictions & CBOs to develop a program for building community safety awareness.	CAL FIRE
Policy 16.8 Critical Facilities	
Action 16.E Collaborate with community-serving utilities & public facilities that are critical to effective disaster response to evaluate their ability to operate efficiently after a major disaster.	SB 379
Policy 16.10 Emergency Evacuation.	
Action 16.F Provide evacuation information to residents, businesses, and visitors to help improve emergency preparedness. ★	AB 747
Action 16.G Review, evaluate, and update emergency evacuation routes upon each update of the city's Safety Element or Local Hazard Mitigation Plan, as understanding of hazard impacts improve and climate change impacts continue.	AB 747
Action 16.H Upon the next update of the Local Hazard Mitigation Plan, update city maps that address the adequacy of evacuation routes and their capacity, safety, and viability.	AB 747 & CAL FIRE
Action 16.I Consider additional actions with established fire standards for evacuation route plans in VHFHSV, such as increasing capacity using contraflow lanes or shoulders, managing traffic control to minimize outflows from evacuation areas, prohibiting street parking on high-hazard days, improving communication systems and disaster alerts, etc.	AB 747 , SB 379 & CAL FIRE
Action 16. J Continue to use the Dan Diaz Recreation Center as a disaster relief center for major disasters, and the Senior Center as a disaster relief center during smaller emergencies and disasters. ★	AB 747

What is an EJ Element?









What is the EJ Element?

Objective

- Addresses the inequities and disparities in environmental conditions and resources. The EJ Element also identifies low-income populations and communities of color that bear a disproportionate burden of environmental hazards and pollution.

Element of the General Plan

- Required for every City and County in California with disadvantaged communities
- Updated triggered by the Housing and Safety Element Updates (8-year cycle)
- While state agencies like the California Office of Planning and Research (OPR) provide guidelines and technical assistance, they do not formally approve the EJ Element.
    - OPR may review and comment on the element.

Compliance with CA Legislation

CA Govt. Code Section 65302(h)

- Mandates that cities and counties with disadvantaged communities (DACs) adopt an EJ Element or integrate environmental justice goals, policies, and objectives into other elements of the General Plan.

SB 1000 (2016)

- Requires local governments to include an Environmental Justice Element in their general plans or integrate EJ policies into other elements when they update two or more elements concurrently.
- The EJ Element must identify DACs and include policies to reduce health risks, promote civic engagement, and prioritize improvements and programs that address the needs of these communities.

AB 1550 (2016)

- Requires that a percentage of funds from the Greenhouse Gas Reduction Fund be invested in projects that benefit DACs.

AB 617 (2017)

- Focuses on improving air quality and reducing pollution in DACs.
- Requires local air districts to develop and implement community emissions reduction programs and air monitoring plans.

SB 1383 (2016)

- Reduces methane emissions, primarily through the reduction of organic waste disposed of in landfills.

AB 1628 (2019)

- Amends existing laws to further ensure that climate adaptation and resilience efforts specifically benefit DACs.

EJ Element Topics

- Reduce Pollution Exposure and Improve Air Quality
- Promote Safe and Sanitary Homes and Neighborhoods
- Promote Health and Physical Activity
- Promote Healthy Food Access
- Promote Access to Public Facilities
- Promote Civic Engagement

EJ Element Organization

- Section 1: Introduction
- Section 2: Existing Conditions
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  - Existing Conditions Report
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Proposed EJ Programs









Goal1: All individuals and communities have access to clean and healthy air and reduced exposure to harmful pollutants and materials.

Policy 1.1 Promote Healthy Land Use Patterns	State Legislation
Action 1.A Update zoning regulations to prohibit the development of new residential uses within 500 feet of a freeway and establish a buffer to protect sensitive receptors from industrial uses and truck routes.	SB 1000
Action 1.B Evaluate the health risks on sensitive populations when building or expanding roads or redesignating citywide truck routes.	SB 1000
Action 1.C Seek and prioritize grant funding to implement projects and programs in residential neighborhoods that mitigate air pollution impacts on sensitive receptors.	SB 1000
Policy 1.2 Increase Monitoring and Transparency	
Action 1.D Increase the number of air monitoring stations in areas that are most affected by air pollution. ★	AB 617
Action 1.E Publish air quality data from these new monitoring locations on the City's website. ★	SB 1000
Action 1.F Identify/map businesses, stations, and locations that were granted a conditional use permit (CUP) for the use/sale/storage of any materials classified as toxic or hazardous.	SB 1000
Policy 1.3 Prevent Soil and Water Contamination	
Action 1.G Analyze the effectiveness of the Sanitary Sewer and Industrial Waste Ordinance in preventing the contamination of soil and surface water and groundwater.	AB 1628
Action 1.H Establish a regular water testing program in areas surrounding industrial sites. ★	AB 617
Action 1.I Provide and distribute at-home water testing kits to residents. ★	AB 1550
Action 1.J Conduct community workshops and/or surveys to gather interest in investing and prioritizing EV infrastructure.	SB 1000

★ = community input

★ = community input

Action 1.K Assess the potential sites and determine the locations for EV infrastructure.	SB 1000
Action 1.L Assess the need for hydrogen fueling infrastructure.	SB 1000

Goal 2: A City that equitably promotes urban greening and uses green strategies to improve air quality in all communities.

Policy 2.1 Increasing Urban Greening	
Action 2.A Implement an urban tree planting program to increase the number of trees in public urban areas. ★	SB 1000
Action 2.B Update zoning regulations to support and incentivize the installation of green roofs and walls on new and existing buildings.	SB 1000
Action 2.C Partner with Garden View to expand Garden Tips with Gardy & Woody to schools and neighborhoods.	SB 1000

Goal 3: Community members have access to air quality and pollution education and resources.

Policy 3.1 Promote Environmental Justice Education	
Action 3.A Host community workshops on how City residents can access air quality data, how to protect themselves from exposure to air pollution, & actions they can take to reduce their own contributions to air pollution. ★	SB 1000
Action 3.B Support residential monitoring of air quality. ★	AB 617
Action 3.C Include information regarding air quality & pollution information/resources in the residential newsletter, Inside Irwindale.	AB 617 & SB 1000
Policy 3.2 Encourage Workplace Education Programs.	
Action 3.D Establish an Air Quality and Pollution Education program that new & existing employers will be invited to share with their employees.	AB 617 & SB 1000

Goal 4: Industrial facilities & uses contribute to community members' well-being by properly considering environmental & health impacts.

Policy 4.1 Minimize Truck Impacts		
Action 4.A Ensure that design of new facilities allows for the queuing of trucks on-site and away from sensitive receptors.		AB 617 & SB 1000
Action 4.B Restrict and enforce the queuing of trucks on streets or elsewhere outside of facilities.	★	SB 1000
Action 4.C Require on-site signage for directional guidance to trucks entering and exiting facilities.		AB 617 & SB 1000
Action 4.D Install signs in residential areas indicating no-idling zones and displaying the associated fines.		AB 617 & SB 1000
Action 4.E Establish a system where residents can easily report instances of excessive truck idling.	★	AB 617 & SB 1000
Action 4.F Implement regulations to allow for the widening of roads on designated truck routes.	★	SB 1000
Action 4.G Conduct assessments of truck impacts on sensitive receptors as needed.		AB 617 & SB 1000
Policy 4.2 Sustainable Commercial Development		
Action 4.H Develop clear and transparent criteria for evaluating new commercial proposals, giving weight to sustainability factors.	★	SB 1000
Action 4.I Develop incentives (expedited permit processing, reduced fees, tax incentives) to attract businesses with sustainable practices.		SB 1000
Action 4.J Distribute informational materials to the community to ensure their input is integrated into the evaluation of proposals.	★	SB 1000
Policy 4.3 Responsible Businesses		
Action 4.K Update City landscaping to require businesses to adopt sustainable landscaping practices.	★	SB 1000
Action 4.L Conduct periodic inspections to ensure businesses are complying with drain maintenance requirements.	★	AB 617 & SB 1000
Action 4.M Establish penalties for businesses that neglect their drain maintenance responsibilities.	★	AB 617 & SB 1000

Goal 5: A City with livable neighborhoods where all residents have access to safe and sanitary housing.

Policy 5.1 Make Data-Informed Community Investments		
Action 5.A Coordinate with local, regional, and state agencies involved in housing initiatives to gather & maintain data on living conditions to help evaluate opportunities for local investments.		SB 1000
Policy 5.2 Expand Community Engagement		
Action 5.B Establish a community feedback program on the City webpage to gather info following the implementation of new housing programs.		SB 1000
Policy 5.3 Promote Fair Housing		
Action 5.C Identify metrics that help determine the accessibility and utilization of rental assistance and landlord mediation resources.		AB 1550
Action 5.D Evaluate the accessibility of existing renter assistance resources.		
Policy 5.4 Increase Home Efficiency		
Action 5.E Distribute information to households and business on funding and assistance opportunities.	★	AB 1550
Action 5.F Host informational workshops that educate community members on strategies to improve efficiency within their homes.	★	AB 1628
Policy 5.5 Ensure Healthy Homes and Code Compliance		
Action 5.G Create a streamlined home maintenance program for renters to report maintenance issues and locate funding.	★	
Action 5.H Conduct comprehensive assessments of for-rent residential structures.		AB 1628
Action 5.I Establish a city grant program aimed explicitly at weatherproofing existing houses.	★	AB 1628
Policy 5.6 Mold Programs		
Action 5.J Launch a citywide awareness and education campaign on mold prevention, identification, and remediation techniques.	★	

Goal 5: Continued

Policy 5.6 Continued		
Action 5.K Allocate resources to research and identify federal, state, and private grants related to mold abatement and residential retrofitting.	★	SB 1000
Action 5.L Assist residents in preparing and submitting grant applications.		
Policy 5.7 Promote Safe Neighborhood		
Action 5.M Involve residents & CBOs to create anti-displacement policies that will help residents stay in place when beautification is undertaken.	★	
Action 5.N Improve neighborhood amenities in public spaces that are built sustainably and enhance quality of life for residents.		SB 1000
Action 5.O Prioritize improved lighting, particularly near sand and gravel pits, around bus stops, and on the north side of Foothill Blvd.	★	
Action 5.P Review the existing lighting schedules in public areas, including streets, parks, and other communal spaces, & adjust them to accommodate daylight savings time changes.	★	AB 1628
Action 5.Q Assess the need or impact of integrating energy-efficient LED lighting technologies to reduce energy consumption and environmental impact.	★	AB 1628
Policy 5.9 Code Enforcement Reporting		
Action 5.R Establish multiple accessible reporting channels, including an online portal on the City's official website and a mobile application.	★	
Action 5.S Provide an anonymous reporting option for residents, and other persons reporting, who prefer not to disclose their identity.	★	
Action 5.T Implement a system to acknowledge receipt of reports and follow up promptly.	★	

★ = community input

Goal 5: Continued

Policy 5.9 Increase Community Safety	
Action 5.U Work with City departments and local organizations to develop culturally appropriate programs and activities that promote social cohesion and safety in the community.	SB 1000
Action 5.V Increase safety through community and neighborhood watch programs. ★	
Policy 5.10 Storm Preparedness	
Action 5.W Organize storm preparedness workshops and training sessions where residents can create emergency kits, secure property, and help develop evacuation plans. ★	SB 1628
Action 5.X Offer training programs, including basic first aid, search and rescue techniques, and communication strategies, for community volunteers interested in assisting with storm preparedness efforts. ★	

★ = community input

Goal 6: A community that provides access to programs, services, and a built environment that promotes healthy and active lifestyles suited to and available for all community members.

Policy 6.1 Implement Health in All Policies (HiAP)	
Action 6.A Identify guiding HiAP principles and establish procedures for the implementation of HiAP for future plans and program.	SB 1000
Action 6.B Provide training to City staff on the HiAP approach and procedures to ensure health and physical activity is considered within all departmental initiatives.	
Policy 6.2 Promote Existing Health Programs	
Action 6.C Provide targeted outreach to community members to increase awareness of City healthcare programs.	SB 1000
Policy 6.3 Create Health and Physical Activity Fair	
Action 6.D Collaborate with local healthcare providers to develop an annual Health Fair.	
Policy 6.4 Collaborate with the City of Hope	
Action 6.E Identify existing opportunities to engage in regionwide programs conducted by City of Hope.	AB 1628
Action 6.F Establish a strategic partnership that could address leading community health risks, promote mental health, and health monitoring programs.	AB 1628
Policy 6.5 Update Website	
Action 6.G City of Irwindale website to include information and resources related to health and physical activity.	
Action 6.H Establish and manage a Listserv to distribute a monthly schedule of information related to health and physical activity.	
Action 6.I Ensure that the City website remains up-to-date regarding recreational activities and updates related to the Dan Diaz Recreation Center.	
Policy 6.6 Expand Park Access	
Action 6.J Identify & eliminate barriers, such as the appropriateness or desirability of the types of recreational programs, as well as the cost or accessibility concerns.	SB 1000
Action 6.K Develop a voucher program that allow low-income residents of Irwindale to access the Santa Fe Dam Recreation Center at a free or reduced price.	SB 1000
Action 6.L Send flyers to community members to ensure that they are aware of events, activities, and programs at the Santa Fe Dam Recreation Center.	SB 1000

Policy 6.7 Enhancing Active Transportation	
Action 6.M Conduct a comprehensive assessment to identify critical routes for bike lane expansion.	SB 1000
Action 6.N Install clear, intuitive signs indicating bike routes, pedestrian paths, distances to key destinations, and estimated walking/cycling times.	SB 1000
Action 6.O Invest in pedestrian-friendly infrastructure. ★	SB 1000
Policy 6.8 Provide Free Physical Activity Programming	
Action 6.P Continue to provide free and accessible physical activity programming through the Dan Diaz Recreation Center.	SB 1000
Policy 6.9 Increase Recreation Programming Access	
Action 6.Q Conduct an annual community survey to assess community satisfaction and participation in existing programming.	SB 1000
Action 6.R Using survey results conduct targeted engagement of individuals who are not utilizing the Dan Diaz Center in order to identify any barriers and increase program engagement.	SB 1000
Policy 6.10 Expand Employee Recreation Access	
Action 6.S Evaluate whether the Dan Diaz Recreation Center has capacity to extend free/reduced programming to employees who work in the city.	SB 1000
Action 6.T Identify partnership opportunities that would allow for expanded access to the Dan Diaz Recreation Center.	SB 1000
Policy 6.11 Expand the Tree Canopy	
Action 6.U Dedicate funds in the Capital Improvement Plan to the maintenance, expansion, and protection of the City's tree canopy.	AB 1628
Action 6.V Engage the public to prioritize locations of pedestrian rights-of-way for tree plantings.	SB 1000
Action 6.W Develop a user-friendly educational module that is accessible on City website to educate residents on the advantages of planting trees.	SB 1000

★ = community input

Goal 7: Irwindale is part of a thriving regional food economy that creates dignified jobs at all levels of the food system, conserves natural resources, strengthens its local agricultural ecosystems' resilience to the changing climate, and provides its community with safe and convenient access to affordable, healthy, culturally relevant food.

Policy 7.1 Encourage Healthy Food Businesses	
Action 7.A Offer incentives such as tax reductions and expedited permitting to healthy food businesses.	SB 1000
Action 7.B Offer direct assistance to healthy food entrepreneurs to help them understand and meet public health guidelines and vending regulations.	SB 1000
Action 7.C Provide free publicity in City communications to healthy food entrepreneurs.	SB 1000
Action 7.D Require a minimum amount of staple and/or fresh foods as a condition for a liquor license.	SB 1000
Action 7.E Confirm that the Schabarum Avenue Kaiser campus farmers will indeed open as planned and will be adequate to meet the community's needs.	SB 1000
Action 7.F Incentivize the SGV Farmers Market to allow non-SGV tenants to buy food at their farmers market.	SB 1000
Action 7.G Organize events and activities that coincide with farmer's markets to encourage attendance.	SB 1000
Policy 7.2 Lead by Example	
Action 7.H Update the City's food purchasing practices, to require all its departments to prioritize local economies, environmental sustainability, valued workforce, animal welfare, and nutrition in their food purchases.	SB 1000
Action 7.I Encourage all other Irwindale agencies, institutions, and large employers to adopt the Good Food Purchasing Policy.	SB 1000

Goal 8: The Irwindale community, from students to adults of all ages, has the knowledge, skills, and habits needed to make healthy food choices, and an opportunity to grow some of its own food.

Policy 8.1 Provide Urban Agriculture	
Action 8.A If a vacant site is chosen, offer incentives to put the land to use as a community garden if feasible. ★	SB 1000
Action 8.B Encourage knowledgeable residents to become educators, conducting workshops & demonstrations within the community garden. ★	SB 1000
Action 8.C Collaborate with local organizations and Tongva organizations for garden and program planning, operations, and maintenance.	SB 1000
Policy 8.2 Facilitate Home Gardening	
Action 8.D Loosen permit requirements and reduce fees and taxes where possible for indoor or outdoor urban agriculture.	SB 1000
Action 8.E Publicize resources and grant programs for urban agriculture activities.	SB 1000
Policy 8.3 Fruit Tree Program	
Action 8.F Conduct an evaluation of soil health in residential areas where the fruit tree program will be implemented. ★	SB 1000
Action 8.G Provide educational resources to residents about soil health, lead contamination risks, and best practices for safe gardening. ★	SB 1000
Action 8.H Facilitate a fruit-sharing program where residents can share excess fruit from their trees. ★	SB 1000
Policy 8.4 Encourage Nutrition Education in Schools	
Action 8.I Partner with school districts where Irwindale students attend to advocate & support the adoption of a Good Food Purchasing Policy.	SB 1000
Action 8.J Support the re-establishment and expansion of the Nutrition in The Garden Partnership.	SB 1000
Policy 8.5 Promote Gardening and Cooking Education for Adults of All Ages	
Action 8.K Publicize and support opportunities for the Irwindale community to take healthy cooking and gardening classes.	SB 1000
Action 8.L Continue to partner with Irwindale's local hauler to offer home composting classes in Irwindale.	SB 1000
Action 8.M Allow & encourage food/medicine harvesting and foraging by the Tongva community in parks and other natural areas.	SB 18

Goal 9: The Irwindale community is aware of federal and local food assistance programs and knows how to access them.

Policy 9.1 Increase Food Assistance Programs	
Action 9.A Publicize these assistance programs on the City's website, other communications, and at City events and facilities.	SB 1000
Action 9.B Encourage that farmers markets to accept CalFresh and WIC payments and incentivize them to match customers' purchase dollars.	SB 1000

Goal 10: Surplus edible food is recovered in Irwindale and made available to people who are experiencing food insecurity.

Policy 10.1 Strengthen Edible Food Recovery Network	
Action 10.A Continue to support and publicize Shepherd's Pantry	SB 1383
Action 10.B Continue to collaborate with CalRecycle and Irwindale's trash/recycling/organics hauler on efforts to identify and educate generators of surplus edible food on the requirements and procedures for getting that food to food rescue organizations.	SB 1383
Action 10.C Publicize opportunities for the Irwindale community to volunteer with Food Forward.	SB 1383

Goal 11: A community with equitable access to high-quality, well-maintained, and safe public facilities.

Policy 11.1 Evaluate General Plan Programs for Parks		
Action 11.A Conduct community engagement throughout update of the Resource Management Element programs & follow-up periodic surveys.		AB 617
Action 11.B To ensure effective development of programs in the Resource Management Element, include specific & measurable targets.		AB 617
Policy 11.2 Implement the Irwindale Active Transportation Plan (ATP)		
Action 11.C Update the City webpage for the Irwindale Active Transportation Plan to reflect the current status of the plan.		AB 617
Policy 11.3 Identify Parking Obstacles to Public Facilities		
Action 11.D Conduct a parking inventory and utilization study of public facilities to identify areas where parking constraints exist.		AB 32
Policy 11.4 Increase Connectivity and Mobility		
Action 11.E Determine the level of connectivity & identify gaps in service between residential areas & public facilities in the southeastern portion of the city.		AB 32
Policy 11.6 Improve Homelessness Response		
Action 11.F Evaluate the current programs and services that are provided to people in Irwindale who are experiencing homelessness.	★	SB 1000
Action 11.G Identify the community needs related to homelessness.	★	SB 1000

★ = community input

Goal 12: A community with enhanced, diverse, and equitable distribution of public facilities that meet the needs of all residents.

Policy 12.1 Prioritize New Public Facilities Siting		
Action 12.A Evaluate Northeastern portion of the City for sites that would be viable for the development of parks and public facilities.		SB 1000
Action 12.B When considering the development of new public facilities, use the site evaluation report to guide siting.		
Policy 12.2 Repurposing Vacant Property		
Action 12.C Conduct a comprehensive inventory of vacant properties and buildings.		
Action 12.D If feasible, develop financial incentives and tax breaks for property owners who repurpose vacant buildings for sustainable businesses, community centers, or affordable housing projects.		SB 1000
Action 12.E If feasible, convert applicable vacant buildings into community spaces and facilities that serve residents.	★	SB 1000
Policy 12.3 Include Community in Mine Reclamation and Redevelopment		
Action 12.F Establish redevelopment guidelines that include green space, mobility, service, and local benefit requirements.	★	SB 1000
Policy 12.4 Accessible Public Facilities		
Action 12.G Conduct a thorough audit of all public facilities and areas to assess compliance with ADA guidelines.	★	
Action 12.H Develop a plan to expand wheelchair-accessible pathways and infrastructure throughout parks and recreational areas.	★	SB 1000
Action 12.I Engage with residents, including individuals with disabilities, to gather input on the design & placement of wheelchair-accessible pathways.		SB 1000
Action 12. J Install clear and visible signage indicating accessible routes and facilities within public spaces.		SB 1000

★ = community input

Goal 13: A community with accessible and transparent governmental practices that promote community informed decision making.

Policy 13.1 Expand Civic Education	
Action 13.A Organize workshops that provide information on topics such as voter registration, polling locations, mail-in voting, & ballot-counting.	SB 1000
Action 13.B Integrate governmental process education into the Irwindale Teen Club programming.	SB 1000
Action 13.C Investigate the feasibility of incorporating an annual internship component as part of the Youth in Government Program.	SB 1000
Policy 13.2 Participatory Budgeting	
Action 13.D Conduct a needs assessment and gather data on existing challenges/opportunities to better understand capital needs.	SB 1000
Action 13.E Create accessible online platforms where residents can view detailed reports on industrial revenue, expenditures, and ongoing projects funded by these revenues. ★	SB 1000
Action 13.F Hold public meetings, workshops, and online forums to gather input from residents on how industrial revenue should be utilized. ★	SB 1000
Policy 13.3 Transparent Community Engagement	
Action 13.G Provide a minimum of 21 days' notice before hosting community engagement events and workshops. ★	SB 1000
Action 13.H Implement text messaging, social media, email alert systems, & direct mailing to notify residents directly about upcoming events. ★	SB 1000
Action 13.I Utilize existing billboards, community notice boards strategically placed in high-traffic areas & in public facilities to display information about upcoming community workshops.	SB 1000
Action 13.J Collaborate with the Chamber of Commerce to send eblasts notifying businesses of community workshops and events.	SB 1000
Action 13.K Establish a feedback mechanism allowing residents to provide input on the City's established protocol for public noticing. ★	SB 1000

★ = community input

Policy 13.4 Community Ambassador		
Action 13.L Provide training to the Community Officer/Ambassador in conflict resolution, community engagement strategies, cultural competence, & relevant City policies.	★	
Action 13.M Facilitate dialogues and mediate conflicts when necessary, ensuring that community concerns are addressed.	★	
Action 13.N Develop a system for tracking and reporting the Community Officer/Ambassador's activities.		SB 1000
Policy 13.5 City Council Participation		
Action 13.O Allow community members, neighborhood associations, & local organizations to submit formal requests to the City Council for specific agenda items related to urban planning, land use, development projects, and relevant community concerns.	★	SB 1000
Action 13.P Establish a clear and accessible process for community members to submit requests for agenda items to the City Council.		SB 1000
Policy 13.6 Create a Citizen Advisory Committee		
Action 13.Q Define the purpose and responsibilities of the Citizen Advisory Committee.		SB 1000
Policy 13.7 Ensure Accessible and Inclusive Public Meetings		
Action 13.R With community input, establish a public meeting accessibility standard that applies to all City-led public meetings.		SB 1000
Policy 13.8 Increase Linguistic Accessibility		
Action 13.S Provide interpretation for Spanish and other commonly spoken languages in public meetings.		SB 1000
Action 13.T Translate future public documents and communications into Spanish and other commonly spoken languages.		SB 1000
Policy 13.9 Expand Internet Accessibility		
Action 13.U Establish and host free community Wi-Fi hotspots at public facilities.	★	SB 1000
Action 13.V Seek opportunities to increase free access to public computer stations at public facilities.		SB 1000
Action 13.W Libraries will seek partnerships to provide technology classes.		

Goal 14: Irwindale community members will have a strong sense of belonging that promotes civic engagement.

Policy 14.1 Promote Placemaking	
Action 14.A Identify public facilities that could function as sites for local art installations.	SB 1000
Action 14.B Coordinate with local artists to create murals, sculptures, and other installations in public spaces.	SB 1000

Discussion









Summary of Outreach

- Community Survey
  - December 13, 2021 - January 17, 2022
  - Resident Survey (19 responses)
  - Employee Survey (64 responses)
- Community Workshops
  - 1: April 7, 2022
  - 2: August 9, 2022
  - 3: Sept 19, 2023 & October 18, 2023

Next Steps

- Revise EJ and Safety Elements in response to City Council Comments
- Attend public hearings for adoption of Final EJ and Safety Elements

Item #22.G.

City of IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Mayor and Members of the City Council
Honorable Chairman and Members of the Irwindale Reclamation Authority

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

Issue: Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release and Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement

City Manager's Recommendation:

That the City Council/Reclamation Authority approve the following:

1. Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release; and
2. Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering /Authority Engineer/ Building Official

Reviewed by:

Adrian Guerra, City Attorney/General Counsel

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

On August 9th, 2004, the City Council adopted Resolution No. 2004-43-1987 and Resolution No. 2004-88-1988, granting final approval to Conditional Use Permits ("CUP") No. 5-04 and 6-04 for United Rock Products Corporation ("United") to continue mining and reclamation of

United Quarry 2 and 3 respectively.

Following the final approval of these two Conditional Use Permits, the Irwindale Reclamation Authority ("Authority"), a joint powers authority, was established under a joint power agreement between the City of Irwindale and the Irwindale Redevelopment Agency. The primary functions of the Authority are:

1. To govern the reclamation of mining quarries to ensure compliance with State Mining and Geology Board Reclamation Regulations.
2. To provide a financial assurances mechanism under the California Surface Mining and Reclamation Act of 1975 ("SMARA") that allows the Authority to offset reclamation costs by a pledge of revenues in calculating financial assurances.
3. To receive and reassign, for the purposes of complying with SMARA, the operating rights from each of the mining company participants to the Authority.

Following the establishment of the Irwindale Reclamation Authority, United entered into a SMARA Operation Rights Transfer and Conveyance Agreement ("Transfer Agreement") with the Authority on August 17, 2004. Subsequently, with the City's approval of United's Conditional Use Permits (CUPs) for Quarry 2 and Quarry 3, and the Authority's approval of United's SMARA Transfer Agreement, the City and United Rock Products Corporation finalized a Settlement Agreement and Mutual General Release ("Settlement Agreement") on August 24, 2004. This agreement was intended to resolve litigation concerning United's claims against the City for deprivation of civil rights, tax refund, and breach of contract.

Due to the constraints imposed by the Redevelopment Dissolution Bill (AB 1X 26 and AB 1484) on the future activities of joint power authorities, the Successor Agency of the Irwindale Redevelopment Agency transferred its membership interests in the Irwindale Reclamation Authority to the City's Industrial Development Authority. This move was made to ensure continued compliance with state law. On September 12, 2018, the Irwindale Reclamation Authority (Authority) and United formalized this change through a contract amendment titled "Amendment to SMARA Operations Rights and Conveyance Agreement," which confirmed United's consent to replace the Successor Agency of the Irwindale Redevelopment Agency with the City's Industrial Development Authority.

Both United's Transfer Agreement and the Settlement Agreement included specific language concerning the prioritization of filling activities related to operating a Commercial Inert Landfill. This language established a prioritization fill schedule, identifying the Priority Quarry for operating a Commercial Inert Landfill in the following order: United Quarry 1 (also known as Nu-Way Arrow Pit), followed by United Quarry 2. However, the City retains the authority to suspend the commencement of reclamation activities at United Quarry 2 and may authorize Hanson Quarry to operate a Commercial Inert Landfill after the completion of reclamation activities at United Quarry 1.

Since the establishment of the prioritization fill schedule in 2004, the reclamation of the following pits/quarries has been completed, and they are now in the process of development:

1. United Quarry 1 (AKA Nu-Way Arrow Pit/Park @ Live Oak)
2. Vulcan Reliance II Quarry
3. Nu-Way Live Oak Pit (AKA Gateway Pit)

The successful completion of filling these pits/quarries has resulted in an ample supply of fill materials in Irwindale, sufficient to support more than one Priority Quarry simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary.

Since United agrees to terminate the requirement for the prioritization of filling activities in both the Transfer Agreement and the Settlement Agreement, amendments to these two agreements have been prepared by our City Attorney's office to formalize this change.

As such, it is recommended that the City Council/Board of the Irwindale Reclamation Authority approve the following actions:

1. Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release
2. Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement
3. Authorize the Mayor/Chairman to execute the amendments on behalf of the City Council/Irwindale Reclamation Authority

Fiscal Impact:

None

Attachments:

1. Amendment No1 to URP Settlement Agreement and Mutual Release
2. Amendment No2 to URP SMARA Operation Rights Transfer and Conveyance Agreement
3. Settlement Agreement and Mutual General Release
4. SMARA Operation Rights Transfer and Conveyance Agreement

AMENDMENT NO. 1
TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE ("Amendment No. 1")** is entered into as of November 27, 2023, by and between United Rock Products Corporation ("United"), a Delaware corporation, and the City of Irwindale (the "City"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. United asserted against the City certain claims, including, but not limited to, claims for tax refund and breach of contract, and filed complaints in Los Angeles Superior Court for deprivation of civil rights and tax refund, breach of contract and declaratory relief denominated, respectively, as BC 287883, BC 287884, and BC 287885.

B. On August 24, 2004, the City and United entered into that agreement entitled "Settlement Agreement and Mutual General Release" ("Agreement") to resolve the litigation.

C. In Section 4 of the Agreement, which section is entitled "Prioritization of Filling Activities", the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

D. The intent behind the "Prioritization of Filling Activities" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

E. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

F. As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 4 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

G. Accordingly, the Parties now desire to terminate Section 4 of the Agreement and thereby terminate the requirement for prioritization of filling activities.

TERMS

1. **Amendments to Agreement.** The Agreement is amended as provided herein:

a. Section 4 of the Agreement, entitled "Prioritization of Filling Activities", is hereby deleted in its entirety and shall have no further force and effect as of the date of this Amendment No. 1.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment Nos. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and United each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound and should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purpose of terminating the fill prioritization system referenced in Recitals C and D above.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
_____, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

UNITED:

United Rock Products Corporation,
a Delaware corporation

By: W.T. Boyd

Name: William Boyd
Title: President

APPROVED AS TO FORM:

Meg Clasen

Signature

Meg Clasen, In-House Counsel
Name, Title

AMENDMENT NO. 2
TO SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT

This **AMENDMENT NO. 2 TO SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT("Amendment No. 2")** is entered into as of January 23, 2024, by and between UNITED ROCK PRODUCTS CORPORATION, a Delaware corporation ("United") and the Irwindale Reclamation Authority, a joint powers authority created under the California Joint Powers Authority law, Government Code Sections 6500 *et. seq.* (the "JPA"), a (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On August 17, 2004, the JPA and United entered into that agreement entitled "SMARA Operation Rights Transfer and Conveyance Agreement" to govern the reclamation of mining quarries identified as Quarries 1, 2, 3, and 4 (collectively the "Quarries").

B. On September 12, 2018, the City and United entered into a contract amendment entitled "Amendment to SMARA Operation Rights Transfer and Conveyance Agreement (as amended, "Agreement"), confirming United's consent to the replacement of the Successor Agency with the Industrial Development Authority.

C. In Section 4(b) of the Agreement, which section is entitled "Obligations of United Regarding Prioritization of Filling Activities", the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

D. The intent behind the "Obligations of United Regarding Prioritization of Filling Activities" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

E. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

F. As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 4(b) of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

G. Accordingly, the Parties now desire to terminate Section 4(b) of the Agreement and thereby terminate the requirement for prioritization of filling activities.

TERMS

1. **Amendments to Agreement.** The Agreement is amended as provided herein:

a. Section 4(b) of the Agreement, entitled "Obligations of United Regarding Prioritization of Filling Activities", is hereby deleted in its entirety and shall have no further force and effect as of the date of this Amendment No. 2.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement, as amended by Amendment No. 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 2.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** JPA and United each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound and should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purpose of terminating the fill prioritization system referenced in Recitals C and D above.

[SIGNATURES ON FOLLOWING PAGE]

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

JPA:

IRWINDALE RECLAMATION AUTHORITY
a California municipal corporation

_____
[NAME], Chair

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

UNITED:

UNITED ROCK PRODUCTS CORPORATION
a Delaware corporation

By: W.J.T. Boyd

Name: William Boyd
Title: President

APPROVED AS TO FORM:

Meg Clasen

Signature

Meg Clasen, In-House Counsel
Name, Title

AMENDMENT NO. 2
TO SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT

This **AMENDMENT NO. 2 TO SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT("Amendment No. 2")** is entered into as of January 23, 2024, by and between UNITED ROCK PRODUCTS CORPORATION, a Delaware corporation ("United") and the Irwindale Reclamation Authority, a joint powers authority created under the California Joint Powers Authority law, Government Code Sections 6500 *et. seq.* (the "JPA"), a (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On August 17, 2004, the JPA and United entered into that agreement entitled "SMARA Operation Rights Transfer and Conveyance Agreement" to govern the reclamation of mining quarries identified as Quarries 1, 2, 3, and 4 (collectively the "Quarries").

B. On September 12, 2018, the City and United entered into a contract amendment entitled "Amendment to SMARA Operation Rights Transfer and Conveyance Agreement (as amended, "Agreement"), confirming United's consent to the replacement of the Successor Agency with the Industrial Development Authority.

C. In Section 4(b) of the Agreement, which section is entitled "Obligations of United Regarding Prioritization of Filling Activities", the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

D. The intent behind the "Obligations of United Regarding Prioritization of Filling Activities" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

E. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

F. As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 4(b) of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

G. Accordingly, the Parties now desire to terminate Section 4(b) of the Agreement and thereby terminate the requirement for prioritization of filling activities.

TERMS

1. **Amendments to Agreement.** The Agreement is amended as provided herein:

a. Section 4(b) of the Agreement, entitled "Obligations of United Regarding Prioritization of Filling Activities", is hereby deleted in its entirety and shall have no further force and effect as of the date of this Amendment No. 2.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement, as amended by Amendment No. 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 2.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** JPA and United each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound and should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purpose of terminating the fill prioritization system referenced in Recitals C and D above.

[SIGNATURES ON FOLLOWING PAGE]

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

JPA:

IRWINDALE RECLAMATION AUTHORITY
a California municipal corporation

_____
[NAME], Chair

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

UNITED:

UNITED ROCK PRODUCTS CORPORATION
a Delaware corporation

By: W.J.T. Boyd

Name: William Boyd
Title: President

APPROVED AS TO FORM:

Meg Clasen

Signature

Meg Clasen, In-House Counsel
Name, Title

502-UN

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release (the "***Agreement***") is entered into as of August 26, 2004, by and between United Rock Products Corporation ("***United***"), a Delaware corporation, and the City of Irwindale (the "***City***"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

A. United has asserted against the City certain claims, including, but not limited to, claims for tax refund and breach of contract, and has filed complaints in Los Angeles Superior Court for deprivation of civil rights and tax refund, breach of contract and declaratory relief denominated, respectively, as BC 287883, BC 287884, and BC 287885 (the "***Pending Litigation***").

B. The Parties entered into that certain Standstill and Tolling Agreement dated February 28, 2002, attached hereto as Exhibit A (the "***Tolling Agreement***"), in which the Parties tolled the Pending Litigation, agreed to certain refilling obligations with respect to United's Quarry No. 1 and agreed to provisions regarding the replacement of the Buena Vista Roadway, which added approximately 25 acres to Quarry 2.

C. United filed with the City an application for Conditional Use Permit No. 5-04 CUP for its Quarry No. 2 to allow for the continued mining of Quarry No. 2 until December 31, 2020, or until reaching the maximum permitted depth of 410 feet, whichever occurs earlier, and an application for Conditional Use Permit No. 6-04 CUP for its Quarry No. 3 to allow for the continued mining of Quarry No. 3 until December 31, 2037, or until reaching the maximum permitted depth of 440 feet, whichever occurs earlier. On August 9, 2004, the City Council approved Conditional Use Permit No. 5-04 and Conditional Use Permit 6-04 (collectively, the "***CUPs***"), which supersede all of the prior permits issued by the City for the mining of Quarry Nos. 2 and 3. The CUPs and conditions thereto are attached hereto as Exhibit B.

D. Concurrently with the CUPs, United filed with the City reclamation plans for Quarry Nos. 2 and 3, which were approved by the City Council on August 9, 2004, and supersede all of the prior reclamation plans approved by the City for Quarry Nos. 2 and 3 (the "***Reclamation Plans***"). The Reclamation Plan for Quarry No. 2 provides for reclamation by backfilling the Quarry to varying elevations. The Reclamation Plan for Quarry No. 3 provides for reclamation of the Quarry for use as a groundwater recharge basin. The Reclamation Plans are attached hereto as Exhibit C.

E. In addition to the financial assurances currently posted with the City totaling $2 million, concurrently with the CUPs and Reclamation Plans, United filed with the City additional surety bonds, the form of which are attached hereto as Exhibit D, intended to satisfy the financial assurances requirement under Public Resources Code § 2773.1 to cover reclamation under the CUPs and the Reclamation Plans (as well as the existing reclamation plan of Quarry 1 and United's Quarry No. 4/Plant Site) as follows: $2.0 million for each of Quarry Nos. 1, 2 and 3 (for Quarry No. 1: $500,000 for the "Triangle" portion presently owned by CalMat Co., doing business as Vulcan Materials Company Western Division, which is to be reclaimed by United

pursuant to the Tolling Agreement (the "***Triangle Parcel***"), and $2 million for the remainder) for a total of $8 million (collectively, the "***United Bonds***").

F. The California Department of Conservation has taken the position that fill revenue may only be taken into account as a financial assurances mechanism by a governmental entity for purposes of financial assurances under the Surface Mining and Reclamation Act and SMGB Regulations (collectively "***SMARA***"). United disagrees and has asserted that the use of fill revenue should be included in the calculation of the net-cost of reclamation by non-governmental operators. The Parties have therefore agreed that the City will establish and maintain the Irwindale Reclamation Authority, formed as a joint powers authority pursuant to Government Code §6500, et seq., (the "***JPA***"), which will provide an additional $8 million in financial assurances through a reclamation fund funded by the City from the City's special mining tax revenues pursuant to Irwindale Municipal Code § 3.18.040 (the "***Reclamation Fund***"). The formation document of the JPA is attached hereto as Exhibit E and the ordinance establishing the Reclamation Fund is attached hereto as Exhibit F. The stated purpose of the JPA is to receive and convey the "SMARA operation rights" from participating mine operators in the City to the JPA and back to the participating mine operators, and to provide for the reclamation of all of the quarries as to which it has acquired SMARA operation rights for the period of such operators' reclamation obligations. Such transfer of operation rights shall be accomplished through a SMARA Operation Rights Transfer and Conveyance Agreement between the City and United and other mine operators (the "***Transfer Agreement***"). The Transfer Agreement is attached hereto as Exhibit G.

G. It is the intention of the Parties to settle and dispose of, fully and completely, any and all claims, demands and causes of action heretofore arising out of, connected with or incidental to the dealings between the Parties prior to the Effective Date hereof, including without limitation of the generality of the foregoing, mining rights, reclamation obligations, financial assurances, and any and all claims, demands and causes of action asserted in the Pending Litigation, but excluding those items specified in Section 12 below. In consideration therefore, the Parties intend that (i) the City will approve the CUPs, the Reclamation Plans, and the United Bonds; (ii) the City will establish and maintain the JPA and before the Effective Date make an initial contribution of $985,715 to the Reclamation Fund (the "***Initial Contribution***"), followed by annual contributions of $328,572 (the "***Annual Contributions***") until the aggregate amount of the Reclamation Fund, including interest earnings, equals $8 million; (iii) the Parties will fulfill their respective obligations pursuant to the Tolling Agreement including those concerning the Buena Vista Roadway, as set forth in Section 7 below; (iv) the City will vacate the Meridian Roadway (as defined below) and execute a quitclaim deed to the property in the vicinity thereof in favor of United; (v) the JPA and United will execute the Transfer Agreement; (vi) United will agree that it will not contest the existing mining taxes imposed by the City under Irwindale Municipal Code §§ 3.18.030 and 3.18.040; (vii) United will dismiss with prejudice the Pending Litigation; and (viii) United will dismiss without prejudice the Financial Assurances Appeal (as defined below).

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. Dismissal With Prejudice of the Pending Litigation. Within 5 court days of the Effective Date (as defined below), United will cause to be filed with the Los Angeles Superior Court a Request For Dismissal dismissing the Pending Litigation with prejudice. The "***Effective Date***" shall be the day on which all of the Closing Conditions (as defined herein and as set forth in Section 10(c) below) have been satisfied and the Escrow Agent (as defined below) closes escrow. The City agrees that it will not contend that the dismissal with prejudice of Case No. BC 287884 is a bar to any future action by United based on the methodology of not taking into account fill revenue in calculating the net cost of reclamation that was the subject of the Financial Assurances Appeal, as defined below.

2. Approval of Entitlements. The City approved the CUPs and the Reclamation Plans at the August 9, 2004 City Council meeting. United concurs with and will be bound by the conditions of approval in the CUP. Notwithstanding the foregoing, however, nothing herein shall restrain the City or United from exercising their respective rights under the CUPs.

3. Agreements Regarding the Formation and Establishment of the JPA, Financial Assurances and Reclamation Fund.

(a) The Irwindale Community Redevelopment Agency has established the JPA to assist with reclamation of certain mining quarries in the City pursuant to Resolution No. CR(I) 2004-16-435, and the City will establish and maintain the Reclamation Fund and before the Effective Date will make the Initial Contribution, followed by the Annual Contributions until the aggregate amount of the Reclamation Fund, including interest earnings, equals $8,000,000 (the "***Reclamation Fund Cap***"). The City's Initial Contribution and Annual Contributions shall be made from existing special mining tax revenues under Irwindale Municipal Code Section 3.18.040, subject to Section 3(e) below. Any balances exceeding the Reclamation Fund Cap shall be returned to the City's mining fund.

(b) The Parties understand that the Joint Powers Agreement establishing the JPA includes procedures for the dissolution of the JPA in accordance with law pursuant to Section 4.03 of the Joint Powers Agreement. In accordance with such right, the CUP conditions for the Quarries provide that

> "in the event the JPA is terminated for any reason, at least 2 years prior written notice of termination shall be given to the Applicant [United] before such termination shall be effective. This provision shall be included in the SMARA Operation Rights Transfer Agreement. During said 2 year period, the reclamation plan shall be reviewed pursuant to condition nos. 20 and 21 of the CUP for Quarry No. 2 [condition nos. 19 and 20 of the CUP for Quarry No. 3], and revised in a manner such that the then posted financial assurances will be sufficient for reclamation."

(c) Additionally, Ordinance No. 584 establishing the Reclamation Fund and approved by the City on August 3, 2004 provides as follows:

> "A. The City may dissolve and/or return moneys in the Reclamation Fund to the City's mining fund upon the occurrence of any of the following:

1. The determination by any court or governmental agency of competent jurisdiction that the special mining tax under chapter 3.18 of this code is invalid.

2. The determination by any court or governmental agency of competent jurisdiction that the JPA created hereunder, Reclamation Fund or its use is contrary to law.

3. The voluntary or involuntary termination by any quarry operator of its participation in its assignment of SMARA operating rights, as described in this chapter, as to amounts attributable to that operator's quarry(ies)....

B. Upon dissolution of the Reclamation Fund, the city shall notify the participating quarries and Department of Conservation within 60 days of such dissolution."

United understands that pursuant to the provisions in the Joint Powers Agreement and Ordinance cited above, the City may dissolve and return moneys in the Reclamation Fund to the City's mining fund and terminate the JPA and Transfer Agreement, and such termination undertaken in compliance with those provisions shall not constitute a breach of this Agreement; provided the City complies with the provisions dealing with termination of the JPA contained in the respective CUPs.

(d) Pursuant to Section 2(c) of the Transfer Agreement, the JPA may enter into agreements substantially in the same form as the Transfer Agreement with other mining operators. Upon such event, additional amounts shall be added to the Reclamation Fund by the City to provide additional financial assurances for such operators so that the obligation of the Reclamation Fund will be proportional to undertakings assumed.

(e) The City presently levies a special mining tax pursuant to Irwindale Municipal Code Section 3.18.040 (the "***Special Mining Tax***"). Should United or any other quarry operator in the City successfully contest or otherwise challenge in any venue (i) the existing Special Mining Tax imposed by the City, or (ii) the use of the Special Mining Tax revenues as contributions to the Reclamation Fund, as well as payment of the reasonable expenses of the JPA and any other purpose presently permitted under the ordinance, the obligations of the City under this Section 3 to contribute amounts to the Reclamation Fund shall be suspended and thereafter reinstated if the challenge is dismissed or unsuccessful. The Transfer Agreement shall thereafter be terminated in accordance with Section 6 thereof unless the contributions by the City to the Reclamation Fund from the Special Mining Tax can be reinstated within 48 months.

(f) Pursuant to Section 3(b) of the Transfer Agreement, $500,000 of the amount posted by United under paragraph 3(a) therein, at the JPA's election, may be transferred as a financial assurance with respect to the Triangle Parcel at such time, if any, as the City or JPA shall acquire the Triangle Parcel. In such case, the financial assurances posted with respect

to Quarry 1 shall be decreased to $2,000,000. If the City has not acquired the Triangle Parcel by January 15, 2006, the City has agreed that it shall release the $500,000 bond applicable thereto. If the City acquires the Triangle Parcel by such date, the $500,000 shall remain in place until Quarry 1 is reclaimed.

(g) Pursuant to Section 3(d) of the Transfer Agreement, the amount of the United Bonds and the Reclamation Fund (collectively "***Financial Assurances***") may be adjusted to account for the amount of fill and inflation, provided that such inflation adjustment of the Financial Assurances shall be based on the Producer Price Index, but shall not exceed the rate of change in the Consumer Price Index. The parties agree that the adjustment to United Bonds shall be funded by United and the adjustment to the Reclamation Fund shall be funded by City with the intent that one-half of any adjustment shall be borne by United and the other half borne by the City.

4. Prioritization of Filling Activities. The parties agree that the City shall prioritize and require the refilling of the quarries in the City in the following order: United Quarry 1, then United Quarry 2. In accordance with the conditions of approval for the Quarry 2 CUP, however, the City may suspend commencement of reclamation of Quarry 2 one time only for such time as reclamation using third party fill is being conducted at another operator's quarry in the City pursuant to City approval (a "***Priority Quarry***"). The suspension shall continue for so long as reclamation of the Priority Quarry is occurring. United's obligation to fill Quarry 2 will recommence when such Priority Quarry has fully completed filling operations. During such suspension, United may utilize its own or its affiliate's fill to reclaim Quarry 2 or Quarry 3 or perform slope remediation ordered by the City. The City agrees that it will not enter into an agreement with any other operator that prioritizes filling obligations of such operator ahead of United's Quarry 1. Notwithstanding the foregoing, nothing herein shall prevent the City from filling its own quarries using fill that would not otherwise be reasonably available to United. Additionally, nothing herein shall prohibit the City from approving the filling of any privately-operated quarry in the City, provided such quarry(ies) use fill that would not otherwise be reasonably available to United.

5. Extension of No-Action Letter. In consideration for the promises under this Agreement, on August 18, 2004, the City delivered an extension of that certain No Action Letter dated July 1, 2004 with respect to mining operations at Quarry No. 2 until the earlier of the Close of Escrow or the date of termination pursuant to Section 10(e) below.

6. Financial Assurances Appeal. The Parties agree that with the August 9, 2004 approval by the City Council of the Reclamation Plans, the City Planning Director's determination of financial assurances in the amount of approximately $80 million dated January 23, 2003 and the appeal of such determination by United (the "***Financial Assurances Appeal***") is moot.

7. Agreements Regarding Buena Vista Roadway. On or before the Effective Date,

(a) upon final completion of the new Buena Vista Roadway (referred to herein as "***Avenida Barbosa***"), the Public Works Director shall issue his written acceptance of

Avenida Barbosa and determination that construction under the contract with Sully-Miller for construction of Avenida Barbosa is complete;

(b) the City shall pay United $311,993 in satisfaction of the final payment due United under Section 10(e) of the Tolling Agreement but the Director may hold back such amount as is required to cover any mechanics lien or claims until the statutory period has run, and shall then promptly pay United such amount as is permitted by law. In lieu of such deduction, United shall post a surety bond of $311,993 covering the 10% retention amount required to be held by the City for 35 days following its issuance of a Notice of Completion on Avenida Barbosa (the "***Retention Bond***"), which bond shall secure any payments required by the City pursuant to Public Contracts Code section 7200, and shall be cancelled upon completion of such period if no claims for payments or mechanics liens are made during such 35 day period;

(c) United shall grant a perpetual, unconditional right of way easement in favor of the City for Avenida Barbosa without charge, in the form attached hereto as Exhibit H (the "***Easement***"), and the City shall vacate the existing Buena Vista Roadway and execute a quitclaim deed in favor of United Rock Products Corporation, in the form attached hereto as Exhibit I, terminating all right, title and interest in the existing alignment of the Buena Vista Roadway without charge (the "***Buena Vista Quitclaim Deed***"); and

(d) the City shall effect any lot line adjustment or lot split that is required so that the westerly portions of the Plant Site separated from the Quarry 4/Plant Site by Avenida Barbosa are joined with the existing Quarry No. 2 without cost to United ~~(the "Lot Adjustment")~~.

The Parties acknowledge and agree that the Tolling Agreement remains in full force and effect.

8. Meridian Roadway. Prior to the Effective Date, the City shall commence the public noticing process to vacate that certain roadway on the southwest portion of United's Quarry No. 3 (the "***Meridian Roadway***"). City shall within 60 days thereafter complete such proceedings in accordance with law at no cost to United. On or before the Effective Date, the City shall execute a quitclaim deed in favor of United Rock attached hereto as Exhibit J terminating all right, title and interest, if any, in the Meridian Roadway without charge (the "***Meridian Quitclaim Deed***"). The City shall deliver the Meridian Quitclaim Deed to the Escrow Agent pursuant to Section 10(a) below; provided, however, recordation of the Meridian Quitclaim Deed by the City shall be subject to the passage of 60 days from the City's commencement of the public noticing process to vacate the Meridian Roadway.

9. Mining Taxes. With respect to the City's mining and processing tax pursuant to Irwindale Municipal Code § 3.18.030 and the existing special mining tax pursuant to Irwindale Municipal Code § 3.18.040, and in exchange for the benefits provided herein, after the Effective Date, United shall not contest the existing mining taxes imposed by the City or the use of the special mining tax permitted under such ordinance. United also shall not contest the adjustment to the mining and processing tax or the special mining tax presently provided for in Irwindale Municipal Code § 3.18.030 and 3.18.040, respectively. If the City imposes a new tax, nothing in this Agreement shall prejudice Untied from challenging the new tax.

10. Escrow Agreement. Within 10 days following the execution of this Agreement, the Parties shall enter into an escrow agreement subject to joint escrow instructions (the "***Escrow Agreement***") with Chicago Title Company (the "***Escrow Agent***"). The Escrow Agreement shall be in a form acceptable to the Parties and the Escrow Agent.

(a) City Deliveries. Upon execution of the Escrow Agreement, the City shall deposit with the Escrow Agent as soon as is reasonably practicable the following:

(i) final and unconditional approval by the City Council of (A) the CUPs (with conditions thereto acceptable to United), (B) the Reclamation Plans, and (C) the Financial Assurances, all evidenced by a duly authorized resolution of the City Council;

(ii) final and unconditional approval by the California Department of Conservation of the Reclamation Plans and the Financial Assurances, as supplemented by the Initial Contribution, as evidenced by written notice from the Director of the Department of Conservation or the Director's designee, the form of which is reasonably acceptable to United (the "***DOC Approval***");

(iii) final and unconditional approval by the City Council of the JPA and the ordinance to establish the Reclamation Fund, evidenced by duly authorized resolutions of the City Council;

(iv) evidence acceptable to United that the Lot Line Adjustment has been accomplished;

(v) the Public Works Director's written acceptance of Avenida Barbosa and determination that construction under the contract with Sully-Miller for construction of Avenida Barbosa is complete;

(vi) the Transfer Agreement, the form of which is approved by the City Council and the JPA Board and executed by the JPA's Chairman;

(vii) the Buena Vista Quitclaim Deed;

(viii) the Meridian Quitclaim Deed;

(ix) evidence that the City has created the Reclamation Fund and contributed the Initial Contribution; and

(x) a certificate from the City Manager certifying that he knows of no third party actions that have been threatened or filed with respect to the City's approval of the CUPs, the Reclamation Plans, or the Financial Assurances and that all notices have been provided and validly issued pursuant to the Irwindale Municipal Code in connection with all of the transactions contemplated by this Agreement.

(b) United Deliveries. Upon execution of the Escrow Agreement, United shall deposit with the Escrow Agent as soon as is reasonably practicable the following:

(i) an Officer's Certificate certifying that the following are in a form acceptable to United: (A) the conditions of the CUPs, (B) the DOC Approval, (C) the JPA and the ordinance to establish the Reclamation Fund, and (D) evidence of the Lot Line Adjustment;

(ii) the Easement; and

(iii) the Transfer Agreement, executed by a duly authorized officer of United.

(c) Escrow Closing Conditions. The Escrow Agreement shall provide for the following conditions to closing (the "***Closing Conditions***"):

(i) the Escrow Agent shall hold all documents described in Sections 10(a) and 10(b) above, duly executed and acknowledged where required; and

(ii) the Escrow Agent shall have received written approval by both an officer of United and the City Manager to proceed with closing.

(d) Escrow Closing. The Escrow Agreement shall provide that when all of the above Closing Conditions have been fully satisfied, the Escrow Agent will be directed as follows:

(i) date the Transfer Agreement as of the Effective Date and assemble the counterparts delivered into fully executed originals;

(ii) record the Easement and Buena Vista Quitclaim Deed in the appropriate records of Los Angeles County, California and deliver the Meridian Quitclaim Deed to the City for recordation by the City pursuant to Section 11(a) below; and

(iii) deliver to the Parties fully executed originals of the Transfer Agreement and copies of each Parties' respective deliveries to the other Party.

(e) Failure to Close. The Escrow Agreement shall require that if the escrow does not close by September 8, 2004, the Escrow Agent shall return to the appropriate Party all documents and funds delivered by the Parties pursuant to Sections 10(a) and 10(b) above.

11. Post-Closing Conditions. Within sixty (60) days of the Effective Date of this Agreement, the City shall cause the following actions to occur:

(a) duly adopt and record with the Los Angeles County Registrar's office the Meridian Quitclaim Deed and a resolution vacating Meridian Roadway; and

(b) cancel the Retention Bond, as required under Section 10(b)(iv) above, if no claims for payments or mechanics liens are made during such 35 day period concerning the Avenida Barbosa construction.

12. Releases. By their signatures to this Agreement, the Parties give the releases set forth in this Section 12 as of the Effective Date but not before.

(a) United, on behalf of itself, and on behalf of its present and past officers, directors, employees, agents, attorneys, successors and assigns, parents, and affiliated corporations, partnerships and agents, will and hereby does fully release and forever discharge the City, and its present and past elected officials, officers, directors, employees, agents and attorneys from any and all claims, debts, damages, liabilities, demands, obligations, costs, expenses, attorneys' fees, losses, promises, actions and causes of action which United has asserted in the Pending Litigation. This release does not apply to the following:

(i) claims arising from any change by the City or the Department of Conservation, as applicable, to the CUPs, Reclamation Plans, and Financial Assurances as described herein and at Exhibits B, C and D hereto, unless such change is in accordance with the CUPs;

(ii) claims arising from the City's termination of the JPA;

(iii) claims arising from the City's failure to return financial assurances due United or failure to return monies due United from the Short-Fall Fund established pursuant to the Transfer Agreement;

(iv) claims arising from the City's failure to perform its obligations under the CUPs or the Transfer Agreement; or

(v) claims made in the Financial Assurances Appeal.

(b) The City, on behalf of itself, and on behalf of its present and past elected officials, officers, directors, employees, agents, attorneys, insurers and representatives, will and hereby does fully release and forever discharge United and each of its present and past officers, directors, employees, agents, attorneys, successors, predecessors, parents and affiliated partnerships, corporations and agents from any and all claims debts, damages, liabilities, demands, obligations, costs, expenses, attorneys' fees, losses, promises, disputes, actions and causes of action which the City now holds or has at any time heretofore owned or held against United by reason of the claims asserted by United in the Pending Litigation, except that this release does not apply to the following:

(i) any right the City has to enforce conditions of the CUP, the Reclamation Plans, Financial Assurances, SMARA, or the Irwindale Municipal Code, as they may be amended; or

(ii) claims arising from the United's failure to comply with the terms of the Transfer Agreement.

(c) As a material inducement for the City to enter into this Agreement and pursuant to United's dismissal of the Pending Litigation including the claim of an entitlement to mine Quarry 4, United forever releases any claim to mine Quarry 4, east of Avenida Barbosa. Quarry 4 shall be utilized in accordance with existing uses, entitlements, approvals and regulations of the City. At the completion of operations, Quarry 4 shall be reclaimed in accordance with its reclamation plan.

(d) The releases set forth in this Agreement shall not apply to breach of any obligations created by or arising under this Agreement.

13. Unknown Claims; Waiver of Rights Under California Civil Code Section 1542, Etc. It is the intention of United, on the one hand, and the City, on the other hand, in executing this Agreement and receiving the consideration called for herein, that this Agreement be and is effective as a full and final accord and satisfaction and mutual general release of all claims that United has asserted in the Pending Litigation. In furtherance of this intention, United and the City hereby acknowledge that they are familiar with California Civil Code Section 1542 and that they each hereby waive the protection of that section, which provides as follows:

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

14. Representations and Warranties. Each of the Parties to this Agreement represents, warrants, and agrees as to itself as follows:

(a) Each Party has received independent legal advice from its attorneys, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code § 1542.

(b) Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as it deems necessary.

(c) Each Party has read this Agreement and understands the contents hereof, and has executed this Agreement voluntarily and without duress or undue influence on the part of or on behalf of any other party.

(d) Each Party warrants that it has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant any of the claims, demands, and cause or causes of action disposed of by this Agreement.

(e) Each term of this Agreement is contractual and not merely a recital.

(f) The Parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

15. No Admission. This Agreement and the settlement contemplated herein, including the payments and dismissals referred to herein, reflect the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind to the other party.

16. Miscellaneous.

(a) This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

(b) Except as provided herein, this Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments or understandings related hereto, if any, are hereby merged herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement, have been made by any Party hereto. No other agreements not specifically referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

(c) This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, employees, representatives, partners, affiliates, assigns, heirs, successors in interest and shareholders.

(d) Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.

(e) This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to each Party.

(f) No provisions of this Agreement may be waived unless in writing, signed by the Parties. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may be modified or amended only by written agreement executed by the Parties.

(g) Title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or extend or describe the scope of this Agreement or the intent of any provision hereof.

(h) The warranties and representations made in this Agreement are deemed to survive the execution of this Agreement.

(i) As used herein, the pronouns "it" and "they" and the possessive of the pronouns "its" and "their" shall include, as appropriate, "he", "she", "his", "her" and "him."

17. Fees and Expenses. United shall not seek to recover from the City the cost of suit or attorneys' fees incurred in connection with the dispute referred to herein, including but not limited to the Pending Litigation, or the negotiation or preparation of this Agreement, nor shall the City seek to recover said costs or fees from United. If any legal action is brought for the enforcement of this Agreement, or because of any alleged dispute, breach or default in connection with any of the provisions of this Agreement, the successful or prevailing party or parties (whether or not a party to this Agreement), shall be entitled to recover reasonable

attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date first above written by their respective signatures in the appropriate spaces below.

ATTEST:

City Clerk

CITY OF IRWINDALE, a California corporation

By: Mark Breceda
Its: Mayor

Approved as to Form
Aleshire & Wynder

By: _____
Fred Galante, City Attorney

UNITED ROCK PRODUCTS CORPORATION, a Delaware corporation

By: Stewart Fuhrmann
Its: Secretary

Approved as to Form
Jeffer, Mangels, Butler & Marmaro, LLP

By: _____
William F. Capps, Attorney for United

SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT

THIS SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT is dated as of August __, 2004 and is made by and among the Irwindale Reclamation Authority, a joint powers authority created under the California Joint Powers Authority law, Government Code Sections 6500 *et. seq.* (the "JPA"), and United Rock Products Corporation, a Delaware corporation ("United"), with respect to the following facts:

A. United owns and operates Quarries 1, 2, 3 and 4 (Quarry 4 also contains certain other operations including a processing plant). As used herein, "Quarry 2" includes portions of United's Quarry 4 / Plant Site that have been incorporated into Quarry 2. The United quarries (except Quarry 4 / Plant Site) are referred to herein as the "Quarries." The Quarries are subject to reclamation in accordance with reclamation plans filed by United and approved by the City of Irwindale (the "City") pursuant to the California Surface Mining and Reclamation Act of 1975 ("SMARA"). Such reclamation plans, as they may be amended from time to time, are herein referred to as the "Reclamation Plans."

B. Sections 3803 and 3806 of regulations promulgated by the State Mining and Geology Board (the "SMGB") designate "governmental entity operators" as entitled to utilize "pledges of revenue or budget set aside" as "financial assurance mechanisms," in addition to the other financial assurance mechanisms permitted to nongovernmental entity operators.

C. Government Code Section 6502 authorizes two or more governmental agencies to by contract form joint powers entities to exercise collectively the powers of any one of such entities. The City of Irwindale and Irwindale Redevelopment Agency have formed the Irwindale Reclamation Authority pursuant to such authority to cause the reclamation of the Quarries, and, ultimately, the quarries of other operators. The JPA is intended to operate as a governmental entity operator to utilize a pledge of revenue to serve as a financial assurance mechanism. This mechanism contemplates a transfer and conveyance of SMARA operating rights between United and the JPA, as provided herein.

D. The Department of Conservation ("DOC") has advised the City, JPA and United that financial assurances arrangements as contemplated in this Agreement, including the posting of surety bonds pursuant to Sections 3, the establishment of the Reclamation Fund pursuant to Section 2 and the pledge to the JPA of fill revenues to offset fill costs, as set forth in this Agreement, will satisfy the requirements of SMARA with respect to financial assurances for the Quarries. The City has granted entitlements for deeper excavation by United (in Quarries 2 and 3). In connection therewith, the JPA has offered execution of this Agreement to United to create an alternative financial assurances mechanism.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Conveyance of SMARA Operation Rights.

(a) Subject to this Agreement and solely for purposes of complying with Sections 3803 and 3806 of the regulations promulgated by the SMGB, allowing greater flexibility to

public agencies in providing financial assurance mechanisms for reclamation than to private entities, and to assure that "fill revenues" from filling the Quarries with "inert" fill or construction waste that shall accrue to United in conducting the operations of the Quarries shall be counted toward the financial assurance obligations for each of the Quarries, United hereby transfers to the JPA its rights to operate the Quarries pursuant to SMARA, including the right to receive revenues from fill operations conducted in the Quarries.

(b) Simultaneously with the transfer specified in (a) above, the JPA hereby conveys to United its actual operating rights to the mining and reclamation operations for all of the Quarries.

(c) The operating rights transferred to the JPA are in the nature of a transfer in trust, and confer no title or interest in or to any real or personal property of United. The actual operating rights to the Quarries conveyed under this Agreement to United of any nature whatsoever (including, without limitation, the right to conduct all operations within the Quarries, mining, receipt of fill and other revenues, reclamation and other operations) shall remain in United until and unless United shall default in its obligations (i) to reclaim the Quarries as limited by the conditional use permits for the respective Quarries, or (ii) under the respective Reclamation Plans, or (iii) to maintain financial assurances, as required by this Agreement and conditional use permits approved by the City for the Quarries. In such event, the JPA shall have the right to enter the respective Quarries to cure defaults in reclamation and exercise all other rights under this Agreement, including the right to receive fill revenues pursuant to Section 2(f) below.

(d) Except as specifically provided in this Agreement, the JPA shall have no claim to the Quarries, their title, use, operation, income or otherwise. This transfer and conveyance is not intended to include any real estate or other non-SMARA rights in the Quarries.

(e) The JPA shall file with the DOC the annual inspection reports required by Public Resources Code Section 2207, as operator, for the Quarries. United shall certify the accuracy of such inspection reports, submittal of such reports by the JPA shall be subject to United's certification, and the JPA shall have no responsibility regarding the accuracy of such reports.

2. Establishment of Reclamation Fund by JPA and Contributions by the City.

(a) The JPA shall concurrently herewith establish and maintain a reclamation fund (the "Reclamation Fund") which shall be utilized, if necessary, for the reclamation of the Quarries in accordance with the Reclamation Plans and this Agreement.

(b) Concurrently with the execution of this Agreement, the City has agreed that it has or will contribute a $985,715 initial deposit into the Reclamation Fund and thereafter $328,572 on each anniversary of the Effective Date of this Agreement until the aggregate amount of the Reclamation Fund, including interest or other contributions, shall equal $8,000,000 ("Reclamation Fund Cap"). The City's initial and yearly contributions shall be made from existing special mining tax revenues under Irwindale Municipal Code Section 3.18.040, subject to the provisions of Section 4(c) below. Any balances exceeding the Reclamation Fund Cap shall be returned to the City's mining fund.

(c) The JPA may enter into agreements substantially in the same form as this Agreement with other mining operators. Upon such event, the City has agreed that additional amounts shall be added to the Reclamation Fund by the City to provide additional financial assurances for such operators so that the obligation of the Reclamation Fund will be proportional to undertakings assumed. United may elect to terminate this Agreement, provided it concurrently posts financial assurances in accordance with SMARA.

(d) The Reclamation Fund is allocated per Quarry as specified in Sections 3(a) and (b). When each Quarry is fully reclaimed, the cap in the Reclamation Fund shall be reduced in an amount proportional to the amount that the financial assurances for such Quarry is to the total financial assurances for all Quarries, as stated in Sections 3(a) and (b). Any such amounts withdrawn from the Reclamation Fund shall be returned to the City's mining fund.

(e) Any monies remaining in the Reclamation Fund shall be returned to the City after the reclamation of all Quarries is complete and all financial assurances have been released to United pursuant to Section 3 (f) of this Agreement. As to any Quarry where reclamation is complete, this Agreement shall terminate and the JPA shall issue a certificate that it holds no further rights in such Quarry.

(f) Should any portion of the Reclamation Fund be used to correct United's default under the reclamation plans in any Quarry, United shall pledge all future filling revenues to the JPA for deposit into the Reclamation Fund until such time as the deficit to the Reclamation Fund caused by such expenditure is cured. Any unexpended amounts so deposited into the Reclamation Fund, plus any accrued interest, which is not utilized to cure the default shall be returned to United following satisfactory cure of the default.

3. Posting of Financial Assurances by United. The City has calculated the financial assurances required to reclaim all of United's Quarries. This cost shall be secured through the $8,000,000 Reclamation Fund described in Section 2 above and the $8,000,000 of financial assurances provided pursuant to the conditional use permits for the Quarries and described below in this Section 3, in addition to the pledge of fill revenue to the JPA provided for herein.

(a) United shall concurrently herewith post with the City and maintain financial assurances as follows with respect to its quarries: Quarry 1 and the Triangle Parcel referred to in (c) below, $2,500,000 in the form of bonds; Quarry 2, $2,500,000 in the form of bonds; Quarry 3, $2,500,000 in the form of bonds; Quarry 4/plant site, $500,000 in the form of a bond (hereinafter "financial assurances").

(b) $500,000 of the amount posted by United under paragraph 3(a), at the JPA's election, may be transferred as a financial assurance with respect to that certain property adjacent to Quarry 1 owned by Vulcan Materials Company and commonly referred to as the "Triangle Parcel" at such time, if any, as the City or JPA shall acquire the Triangle Parcel. In such case, the financial assurances posted with respect to Quarry 1 shall be decreased to $2,000,000. If the City has not acquired the Triangle Parcel by January 15, 2006, the City has agreed that it shall release the $500,000 bond applicable thereto. If the City acquires the Triangle Parcel by such date, the $500,000 bond applicable thereto shall remain in place until Quarry 1 is reclaimed.

(c) Upon reclamation of Quarry 1 in accordance with its Reclamation Plan and the release of the Quarry 1 financial assurances pursuant to Section 3 (f) of this Agreement, United agrees to increase the total financial assurances with respect to Quarry 2 from $2,500,000 to $4,500,000.

(d) The parties acknowledge and agree that the amount of financial assurances posted by United and the JPA pursuant to this Section 3 may be adjusted to account for the amount of fill and inflation; provided, however, that such inflation adjustment shall be based on the Producer Price Index, but shall not exceed the rate of change in the Consumer Price Index. The City has agreed that fifty per cent of any such adjustment shall be funded by the City and paid by the JPA.

(e) The parties recognize that Section 2773.1(a)(3) of SMARA provides for certain annual rights and obligations regarding the adjustment of financial assurances and the City will perform such annual review. The parties hereby agree that in the event it appears there may be an increase in the amount of financial assurances beyond the inflationary adjustment provided above, fill revenue and other factors will be examined and no adjustment will be made without amendment to this Agreement pursuant to Section 8(c).

(f) Financial assurances posted with respect to a particular Quarry shall be released upon consent of the JPA, the City and DOC when the reclamation required under the reclamation plan for such Quarry has been completed in accordance with such plan ("completion of reclamation"); provided that such release is in accordance with SMARA and applicable SMGB regulations. (As provided in Section 3(c) above, $2 million of the financial assurances posted with respect to United's Quarry 1 shall, upon completion of reclamation in Quarry 1, be transferred to secure reclamation of Quarry 2 until completion of reclamation of Quarry 2 and such financial assurances shall then be released.)

(g) Interest on any monies in the Reclamation Fund shall accrue to the benefit of the Reclamation Fund and be utilized towards reducing contributions required of the City pursuant to Section 2(b) (since interest earnings reduce the required contributions to reach the Reclamation Fund).

4. Obligations Regarding Entitlements.

(a) Minimum Fill Rates and Defaults under the Reclamation Plans. The parties agree to be bound by the conditions of the conditional use permits for the Quarries relating to the requirements for rate of fill and the remedies upon a breach.

(b) Obligations of United Regarding Prioritization of Filling Activities.

The City has agreed that it shall prioritize and require the refilling of the quarries in the City in the following order: United Quarry 1, then United Quarry 2. In accordance with the conditions of approval for the Quarry 2 conditional use permit, however, the City may suspend commencement of reclamation of Quarry 2 one time only for such time as reclamation using third party fill is being conducted at another operator's quarry in the City pursuant to City approval (a "Priority Quarry"). The suspension shall continue for so long as reclamation of the Priority Quarry is occurring. United's obligation to fill Quarry 2 will recommence when such

Priority Quarry has fully completed filling operations. Nothing herein, however, shall restrict United from utilizing fill material it or its affiliates own to refill its quarries. United shall not be restricted from using fill materials provided by third parties for the purposes of slope stabilization required by the City or similar incidental work.

(c) Challenge to Special Mining Tax. The City presently levies a special mining tax pursuant to Irwindale Municipal Code Section 3.18.040 (the "Special Mining Tax"). Should United or any other quarry operator in the City successfully contest or challenge in any venue (i) the existing Special Mining Tax imposed by the City, or (ii) the use of Special Mining Tax revenues as contributions to the Reclamation Fund referred to above, as well as payment of the reasonable expenses of the JPA and any other purpose presently permitted under the ordinance, the obligations of the City to contribute amounts to the Reclamation Fund shall be suspended and thereafter reinstated if the challenge is dismissed or unsuccessful. This Agreement shall thereafter be terminated in accordance with Section 6 unless the contributions to the Reclamation Fund from the Special Mining Tax can be reinstated within a period of 48 months.

5. Operating Matters Relating to the JPA.

(a) United shall appoint a representative to attend meetings of the board of the JPA in a non-voting capacity. The representative shall receive advance written notice of any meeting and copies of all agendas and agenda materials. The representative shall have a special status and shall not be subject to time restrictions and other rules limiting public participation in meetings.

(b) The JPA shall be governed by a board of five members who are residents of the City. The JPA shall adopt an annual budget for its operating expenses each year, which expenses shall include bookkeeping, administration, managing JPA funds, inspection of quarries, oversight of reclamation activities, and other activities reasonably necessary for the operation of the JPA. The parties hereto agree that the sources of revenue for the JPA shall include revenue provided from the City from mining taxes, interest, penalties, gifts, loans and other sources approved by the parties.

(c) United agrees that representatives of the JPA may inspect the Quarries at any reasonable hour during normal business operations upon reasonable notice. Notwithstanding the foregoing, United acknowledges that the City retains all rights under SMARA to inspect the Quarries.

6. Dissolution of the JPA. The Joint Powers Agreement provides for the dissolution of the JPA in accordance with California law. The parties agree to comply with the conditions in United's conditional use permits relating to the termination of the JPA.

7. Special Provisions Benefiting The State Department of Conservation. The parties hereby agree that the DOC shall be entitled to the following rights regarding the JPA and reclamation of the Quarries contemplated by this Agreement:

(a) The DOC may inspect the Quarries pursuant to Public Resources Code Section 2208 or applicable SMARA regulations.

(b) The SMGB and DOC shall retain all powers granted it under SMARA and applicable SMARA regulations.

(c) The DOC shall be a third party beneficiary of this Agreement and, as such, will benefit from and may look to the Reclamation Fund as the primary remedy in the event the reclamation obligations contained in the Reclamation Plans are not performed.

8. Miscellaneous Provisions.

(a) Any notice contemplated or required hereunder shall be in writing and effective five days after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows (or to such other addresses as shall be specified in like manner):

If to United Rock:

United Rock Products Corporation
c/o Colas Inc.
10 Madison Ave.
Morristown, NJ 07960
Attn: Stewart Fuhrmann, Senior Vice President and General Counsel

With copy to:

William F. Capps, Esq.
Jeffer, Mangels, Butler & Marmaro LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067

If to the Reclamation Authority:

5050 North Irwindale Avenue
Irwindale, California 91706
Attn:

With copy to:

Fred Galante, Esq.
Aleshire & Wynder
Tower 17
18881 Von Karman Ave.
Suite 400
Irvine, CA 92612

(b) United may assign its rights and obligations hereunder as to each individual quarry provided that any assignee agrees to assume all obligations of United relating to such

quarry under this Agreement, the associated Reclamation Plan, and entitlements (whether by conditional use permit or development agreement) including the posting of a substitute financial assurances instrument in the required amount. After such assumption, the assignor shall be released from such obligations. The assignee shall have the financial capacity to perform its obligations hereunder including the replacement of the then existing financial assurances prior to the transfer becoming effective.

(c) This Agreement constitutes the entire agreement among the parties with respect to the matters hereof and may not be amended, supplemented or varied except in a writing executed by the party to be bound. Nothing herein shall be deemed to limit or restrict the City in the exercise of its police powers in a manner consistent with State law. Nothing herein shall be deemed to be a waiver of United's contentions regarding the calculation of financial assurances.

(d) This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, which shall be the Effective Date hereunder.

ATTEST:

Authority Secretary

IRWINDALE RECLAMATION AUTHORITY

By: Mark Breceda
Its: Chair

Approved as to Form
Aleshire & Wynder

By: _____
Fred Galante, Authority Counsel

UNITED ROCK PRODUCTS CORPORATION, a Delaware corporation

By: Stewart Fuhrmann
Its: Secretary

Approved as to Form
Jeffer, Mangels, Butler & Marmaro, LLP

By: _____
William F. Capps, Attorney for United

State of California
County of Los Angeles
City of Irwindale

I, Linda J. Kimbro, Deputy City Clerk, do hereby certify that the attached is a full, true and correct copy of the original, SMARA Operation Rights Transfer and Conveyance Agreement and on file in the City files of the City of Irwindale, and that I have carefully compared the same with the original.

Deputy City Clerk

33001v6

CITY OF IRWINDALE PARKWAYS

BY: ELIZABETH RODRIGUEZ, PUBLIC SERVICES DIRECTOR

JULY 24, 2024

INTRODUCTION

- STREETS AND HIGHWAY CODE 5610
  STATE OF CALIFORNIA LAW
- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS
  PROPERTY OWNER SIGNED AGREEMENT FOR HOUSING PROJECTS
- IRWINDALE MUNICIPAL CODE CHAPTER 17.68.120 – LANDSCAPING REQUIREMENTS (B-D)
  LOCAL GOVERNMENT CODE

STREETS AND HIGHWAY CODE 5610

*"The owners of lots or portions of lots fronting on any portion of a public street or place when that street or place is improved or if and when the area between the property line of the adjacent property and the street line is maintained as a **park or a parking strip**, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas save and except as to those conditions created or maintained in, upon, along, or in connection with such sidewalk by any person other than the owner, under and by virtue of any permit or right granted to him by law or by the city authorities in charge thereof, and such persons shall be under a like duty in relation thereto."*

CC&Rs

Section 3. Maintenance of Landscaping, Fences, Walls. Unless otherwise maintained by the City, Lighting and Landscaping District, or another governmental entity (e.g., community facilities district), if any, each Owner shall maintain any landscaping, fence or wall (including but not limited to retaining walls) in that portion of the public right-of-way median strip, generally adjoining public parkway, if any, located within such Owner's Lot in a neat, clean, safe, sanitary, and attractive condition at all times, and shall bear all costs thereof. Maintenance by the respective Owners shall include, but not be limited to, normal care and irrigation of the landscaping, repair and replacement of plant materials, irriga-

CC&Rs CONTINUED

tion systems as necessary, and general cleanup of the landscape and open areas, walkways, walls, and fences, removal of graffiti (only as required, if at all, by the conditions of approval for the Project - unless otherwise part of the City's graffiti removal program), and/or the repair of any Project signage (i.e., if such signage is located on a Lot). If required by the City, the Project will be annexed into an Irwindale Lighting and Landscaping District. Each Lot Owner will be periodically assessed for street light energy, landscaping and appurtenant maintenance costs, as may be applicable.

IMC CHAPTER 17.68.120 LANDSCAPING REQUIREMENTS (B-D)

B. General. Areas required to be landscaped shall be maintained with ground cover, shrubs and trees, as follows:

1. Ground cover, consisting of the various species of ivy or ice plant shall be planted at a maximum of fourteen inches on center; provided, that variegated ivy shall not be permitted, and all other types of ivy shall be subject to approval of the city engineer.
2. Colored aggregate and other landscaping materials, such as redwood bark, may be substituted for ground cover.
3. Not less than twenty percent of the area required to be landscaped shall be planted with trees and shrubs. The type of species shall be compatible with the lot size and building size and consistent with good landscaping practice.
4. The areas required to be landscaped by Sections 17.48.020(C), 17.52.060 and 17.56.060, shall be planted with trees and shrubs.

C. Sprinkler System. A sprinkler system adequate to irrigate the landscaped areas shall be installed in accordance with the plumbing code of the city.

D. Street Parkway. Parkways between curblines and the front property lines shall be landscaped in accordance with this section and compatible with the landscaping on the lot.


QUESTIONS?

Item #40.B.

City of IRWINDALE
AGENDA REPORT

Date: July 24, 2024

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: Investment Quarterly Report for Fiscal Quarter Ending March 31, 2024.

City Manager's Recommendation:

That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2024.

Administrative Action:

Prepared/Submitted by:

Kambiz Borhani, Finance Director / CIty Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

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

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending March 31, 2024, was presented to the City Council, Housing Authority, and Successor Agency Board on April 24, 2024. The Reclamation Authority Board was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

The attached Investment Report summarizes the cash balances and investments as of March 31, 2024, for each agency. The City of Irwindale's balances include investments of all funds of the City and its

agencies, including the Reclamation Authority, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

Fiscal Impact:

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

Attachments:

1. City of Irwindale Investment Report – March 31, 2024

CITY OF IRWINDALE
INVESTMENT REPORT
March 31, 2024

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BMO & WF GENERAL ACCOUNTS	$ 4,923,600	2.01%			$ 4,923,600	
WF MONEY MARKET ACCOUNT	$ 510,747	5.20%			$ 510,747	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 25,975,347				$ 25,824,464	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	$ 5,000,000	0.52%	07/28/21	01/28/25	$ 4,810,545	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,738,651	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,756,799	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,609,499	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,616,574	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,571,136	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,620,738	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	974,214	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	971,320	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	926,641	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	2,000,000	5.25%	10/20/23	10/18/28	2,000,249	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.26%	11/28/23	08/28/24	980,773	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.23%	11/28/23	10/11/24	1,001,581	Aaa / AA+
FEDERAL FARM CREDIT Bank (FFCB)	1,000,000	4.94%	11/28/23	07/28/25	999,500	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.04%	12/13/23	09/20/27	1,002,784	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,000,000	5.22%	12/13/23	11/15/28	1,001,832	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	4.91%	12/18/23	12/12/28	997,962	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.29%	12/21/23	12/21/28	1,000,257	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,000,000	4.30%	02/05/24	01/30/29	988,090	Aaa / AA+
Sub-Total US Government Agencies:	$ 46,000,000				$ 43,569,144	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	$ 1,000,000	3.35%	08/30/22	04/01/24	$ 1,000,000	Aa2 / AA-
BAY AREA CALIFORNIA TOLL AUTHORITY	1,000,000	3.50%	08/30/22	04/01/25	973,230	Aa3 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,023,544	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	948,422	Aa1 / AA+
CALIFORNIA STATE TAXABLE	2,000,000	4.00%	04/26/23	04/01/28	1,934,771	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	906,946	Aa2 / AA
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	1,949,211	Aa2 / AA
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,480,216	Aa3 / AA-
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,758,130	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,280,529	A / A2
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	905,796	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	967,886	A / A2
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	963,135	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,309,039	AA/AA+
Sub-Total Municipal Bonds:	$ 18,500,000				$ 17,400,854	
CORPORATE BONDS						
WELLS FARGO & COMPANY	$ 2,000,000	6.25%	10/21/22	10/21/27	$ 1,992,871	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	937,339	A1 / A+
WELLS FARGO & COMPANY	1,000,000	6.41%	12/14/23	05/19/25	992,390	A1 / BBB+
JP MORGAN CHASE BANK	1,000,000	6.05%	12/14/23	12/10/25	972,025	A1 / A-
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	1,990,351	A1 / A-
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,449,377	Aaa / AA+
APPLE, INC.	1,500,000	4.10%	02/02/24	02/08/27	1,391,751	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	968,858	Aaa / AAA
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	950,582	A2 / A
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	980,270	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	948,222	A1 / BBB+
	$ 14,000,000				$ 13,574,036	
CERTIFICATES OF DEPOSIT						
JP MORGAN CHASE BANK	$ 245,000	3.40 %	08/31/22	08/30/24	$ 243,022	FDIC Insured
APEX BANK	245,000	3.153 %	08/31/22	08/30/24	242,789	FDIC Insured
UBS BANK USA	245,000	3.40 %	08/31/22	09/02/25	239,677	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	239,505	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	237,163	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	236,752	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	236,752	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	237,102	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	236,752	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	239,118	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	238,498	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	236,753	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	236,753	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	237,849	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	235,991	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	236,795	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	245,007	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	252,289	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	253,416	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	246,179	FDIC Insured
FIDELITY CO-OPERATIVE BANK	245,000	5.25 %	07/28/23	07/28/28	245,191	FDIC Insured
BANK HAPOALIM BM NY	245,000	5.30 %	11/20/23	05/20/25	245,599	FDIC Insured
BANK OF AMERICA, N.A.	245,000	5.30 %	11/22/23	11/24/25	246,503	FDIC Insured
SAUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	245,302	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	250,945	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	249,518	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	255,180	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	245,513	FDIC Insured
Sub-Total Certificates of Deposit:	$ 6,860,000				$ 6,791,911	
Total City of Irwindale Investments (Pooled Funds)	**$ 116,769,694**				**$112,594,755**	
HOUSING AUTHORITY (Funds 11 & 12)						
BMO & WF GENERAL ACCOUNTS	$ 1,604,718	2.01%			$ 1,604,718	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,882,564	0.00%			$ 5,848,394	
	$ 7,487,282				$ 7,453,111	
SUCCESSOR AGENCY (Funds 50-66)						
BMO & WF GENERAL ACCOUNTS	$ 1,013,622	2.01%			$ 1,013,622	
BANK OF THE WEST MONEY MARKET ACCOUNT	0				0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	6,931,597	0.00%			$ 6,891,333	
	$ 7,945,219				$ 7,904,955	
GRAND TOTAL OF INVESTMENTS	**$ 132,202,194**				**$127,952,822**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on December 13, 2023.
The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **1.69** years, and the weighted average yield of the City's pooled investments at cost is **2.11%.** Market prices of securities are obtained directly through Bank Statements. Due to timing, BMO Bank (formerly known as Bank of the West) and Wells Fargo Bank ("WF") General Account balances are combined and pre-reconciled and yield rates are based on negotiated earnings credit.

Approved by K. Borhani

Kambiz Borhani, Finance Director / City Treasurer