CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

August 28, 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. 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 Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: 16359 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: 39 Dalton Financial Ltd. Partnership
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

Property: 16249 Arrow Highway
Negotiating Parties: Marta McBride and Julian A. Miranda, City Manager
Under Negotiation: Price and terms of payment

Property: 4846 Irwindale Avenue
Agency Negotiator - Julian Miranda, City Manager/Executive Director
Negotiting Parties: Linda Eggers
Under Negotiation: Price and terms of payment

C. 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 of Irwindale. The facts and circumstances are those that might result in litigation against the City but which the City Council believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of Cases: 1

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

REGULAR MEETING

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Management Analyst Aundrea Butler

B. Introduction of Engineering Technician Henry Moncada

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Recognition of Outgoing Irwindale Community Foundation Board Members

B. Oaths of Office to incoming Irwindale Community Foundation Boardmembers

C. Certificate of Recognition to Aria Burrola

D. Recognition of Irwindale Aquatics Staff for Senior Rescue

19. NEW BUSINESS

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

A. Proposed Safety and Environmental Justice Programs for the Housing & General Plan Update (Continued from July 24, 2024)
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.

B. Allen Drive Re-zoning
Department: Community Development

Recommendation: Discuss the six (6) acre site included in the current Housing Element to identify section(s) designated for the development of residential dwelling units and the density and zoning designation for the remaining four (4) acres.

C. City Parkways
Department: Public Services

Recommendation: Provide staff with direction on the request to review the City Parkways.

D. First Reading of Ordinance No. 776 - Start Time of Regular City Council Meetings
Department: City Clerk

Recommendation: **Introduce for first reading Ordinance No. 776** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.04.010 OF THE MUNICIPAL CODE RELATING TO START TIME OF REGULAR CITY COUNCIL MEETINGS" reading by title only and waiving further reading thereof.

20. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings of July 24, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

C. Records Disposition Forms
Department: City Clerk

Recommendation: Approve and authorize staff to dispose of the proposed records listed in the disposition forms subject to final approval by the City Attorney's office.

D. Approve Resolution and Memorandum of Agreement Between the Cities of Irwindale and Covina to Allow the Sharing of Dispatcher Services
Department: Police

Recommendation: Staff recommends that the City Council approve Resolution 2024-75-3552, authorizing the City Manager to enter into a reciprocal agreement between the Cities of Irwindale and Covina for the sharing of Police Dispatcher personnel, subject to final approval as to form by the City Attorney's Office

E. City Manager Contract Amendment
Department: City Attorney

Recommendation: Adopt Resolution No. 2024-65-3542 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE OF IRWINDALE AND JULIAN MIRANDA"**

F. Consideration of Resolution Accepting a Memorandum of Understanding for Employees Represented by the Irwindale Management Employees Association ("IMEA")
Department: Human Resources

Recommendation: **Adopt Resolution No. 2024-61-3538** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION (“IMEA”), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027.”

G. Consideration of Resolution Accepting a Tentative Agreement for Successor Memorandum of Understanding with the Irwindale City Employees Association (“ICEA”)
Department: Human Resources

Recommendation: Adopt Resolution No. 2024-71-3548 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE CITY EMPLOYEES ASSOCIATION (“ICEA”), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027.”

H. Consideration of Resolution Accepting a Tentative Agreement for Successor Memorandum of Understanding with the Irwindale Police Officers' Association (“IPOA”)
Department: Human Resources

Recommendation: Adopt Resolution No. 2024-74-3551 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS’ ASSOCIATION (“IPOA”), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027.”

I. Consideration of Resolutions Approving Salaries and Benefits for Unclassified Management Employees and Benefits for Part-Time Employees
Department: Human Resources

Recommendation:

1. Adopt Resolution No. 2024-63-3540 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-116-3238, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES.”
2. Adopt Resolution No. 2024-62-3539 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2023-88-3466, ADOPTING BENEFITS FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES."

J. Consideration of Resolution Relating to Compensation for City Employees
Department: Human Resources

Recommendation: Adopt Resolution No. 2024-64-3541 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-45-3522, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

K. Adopt Resolution to Authorize the Signing of Measure A Grant Funding Agreement
Department: Public Services

Recommendation: Adopt Resolution No. 2024-70-3547, entitled “A Resolution of the City Council of the City of Irwindale Authorizing the City Manager to enter into an Annual Allocation Agreement with the Los Angeles County Regional Park and Open Space District to apply for Measure A Funding Grant for the City Of Irwindale, Accepting the Measure A grant funds, and Appropriating Funding in the Amount of $305,040 from the General Reserves to Create a Reimbursement Account."

L. Regional Food Recovery Program Letter of Agreement with the San Gabriel Valley Council of Governments
Department: Public Services

Recommendation: Adopt Resolution No. 2024-73-3550 entitled, **"A Resolution of the City Council of the City of Irwindale Authorizing the City Manager to Sign a FRESH SGV Regional Food Recovery Program Letter of Agreement with the San Gabriel Valley Council of Governments (SGVCOG) to confirm the City of Irwindale's participation in the Food Recovery for Equity,**

Sustainability, and Health in the San Gabriel Valley (FRESH SGV) Program, which Includes Utilizing CalRecycles's Round Two SB 1383 Local Assistance Grant Applied for by SGVCOG on Behalf of the City of Irwindale."

M. Accept and Appropriate $150,000 of Hazard Mitigation Grant Program Funding from the Federal Emergency Management Agency, and $50,000 from the California Governor's Office of Emergency Services Prepare California Match Program
Department: Community Development

Recommendation: That the City Council consider adopting Resolution No. 2024-56-3536, entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM IN THE AMOUNT OF $150,000, AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PREPARE CALIFORNIA MATCH PROGRAM IN THE AMOUNT OF $50,000 FOR THE USE OF PROJECTS THAT WILL HELP DEVELOP A FEMA APPROVED HAZARD MITIGATION PLAN.**"

N. Rejection of Claim - Andy Chen v. City of Irwindale
Department: City Clerk

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

O. Amendment No. 1 with California Consulting, Inc. for Grant Writing Management Services
Department: Administration

Recommendation: That the City Council approve Amendment No. 1 to the Professional Services Agreement with California Consulting, Inc. for a three (3) year(s) term for grant writing management services.

P. Project Acceptance of Traffic Signal Modification Project at Arrow Highway and Vincent Avenue P-980
Department: Engineering

Recommendation: That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements for the Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue P-980; (2) approve the final construction project amount of $90,900.00 under the construction contract with MSL Electric Inc.; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project, and make any final project related transactions.

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. PUBLIC HEARINGS

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

23. CITY MANAGER'S REPORT

24. 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.

25. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

A. Minutes of the Regular Meeting of July 24, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

28. SPONTANEOUS COMMUNICATIONS

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

29. NEW BUSINESS

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

30. PUBLIC HEARINGS

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

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

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

33. CONSENT CALENDAR

A. Minutes of the Regular Meeting of July 24, 2024
Department: City Clerk

Recommendation: Approve

34. SPONTANEOUS COMMUNICATIONS

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

35. NEW BUSINESS

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

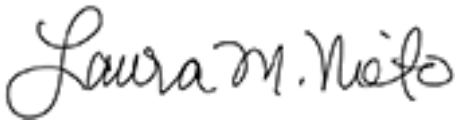
36. PUBLIC HEARINGS

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

37. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on August 28, 2024, be posted at the City Hall, Library, and Post Office on **August 23, 2024.**



Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 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 (Continued from July 24, 2024)

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.

At the July 24, 2024 City Council meeting, the Safety Element programs were presented in full. A portion of the Environmental Justice Elements were presented and due to the number of additional agenda items and late hour, the City Council requested that the remainder of the presentation be continued to the next City Council meeting.

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 comment and 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 Element Programs
2. Attachment B EJ programs
3. Irwindale _EJ&SE_Cheat_Sheet
4. Irwindale CC PP
5. Transmittal - Proposed Safety and Environmental Justice Programs for the Housing and GP Update

ATTACHMENT "A"

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

ATTACHMENT "A"

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

ATTACHMENT "A"

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.					

ATTACHMENT "A"

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.					

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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.					

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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

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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.

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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

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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

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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

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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

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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

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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			

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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

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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

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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

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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

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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.					

ATTACHMENT "A"

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.					

ATTACHMENT "A"

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.					

ATTACHMENT "A"

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

ATTACHMENT "A"

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
- Section 3: Goals, Policies and Actions
- Section 4: Implementation
- Section 5: References
- Appendices
  - Existing Conditions Report
  - Community Engagement Report

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

Memorandum

To: Marilyn Simpson, Community Development Director

Date: August 5, 2024

Re: Proposed Safety and Environmental Justice Programs for the Housing & General Plan Update

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At the meeting of July 24, 2024, the City Council tabled to subject matter to a future meeting.

Laura M. Nieto

Laura Nieto

Item #19.B.

City of IRWINDALE
AGENDA REPORT

Date: August 28, 2024

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

From: Marilyn Simpson, Community Development Director

Issue: Allen Drive Re-zoning

City Manager's Recommendation:

Discuss the six (6) acre site included in the current Housing Element to identify section(s) designated for the development of residential dwelling units and the density and zoning designation for the remaining four (4) acres.

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director

Reviewed by:

Theresa Olivares, Assistant City Manager

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Marilyn Simpson, Community Development Director

Background and Analysis:

The 10-acre parcel on Allen Drive (5100 Allen Drive) was a portion of the abandoned Irwindale Manning Pit property owned by the former Irwindale Community Redevelopment Agency (ICRA). In 2007, ICRA began remediation of the Manning Pit, including removal of contaminated soils and filling the abandoned mining pit. The remediation and filling of the pit was completed in 2019, and the

Manning Pit closure process involving all affected outside agencies was completed in 2021. The Site is zoned M-2 (Heavy Manufacturing) and the General Plan designation is Industrial/Business Park and Residential.

In 2015, City sold 25.4 acres of the Irwindale Manning Pit Property to a developer in order to secure sufficient funding to complete the remediation and filling the pit. The remaining 10-acres of the Manning Pit parcel was retained by the City for future housing development and is shown in the July 2013 Housing Element as part of the Town Center Residential Neighborhood.

On May, 26, 2021, the City Council declared the 10-acre site as exempt surplus land and transferred the property to the Irwindale Housing Authority for future residential development. Six (6) acres of the site was included in the current Housing Element update, split between three (3) acres at 8 units/acre and three (3) acres at 14 units/acre.

Staff has prepared a site plan of the Allen Drive parcel (Attachment A). The 10-acre site has been divided into numbered, half-acre lots to facilitate ease in rezoning. Staff is requesting that the City Council select six (6), connecting half-acre lots to be zoned R-1 (Single Family Residential) and six (6), connecting half-acre lots to be zoned R-2 (Light Multiple Family Residential). The location of the area with the previous slope failure is identified on the site plan and should be avoided. Upon selection of the lots, Staff will bring the proposed Zone Changes to the Planning Commission for a recommendation to the City Council. The formal subdivision of the newly rezoned parcels is not a part of this request and will come before the final approval body as a future project.

Request:
Staff is seeking direction from the Council to identify the three (3) acres for R-1 (8 dwelling units/acre) and the three (3) acres for R-2 (14 dwelling units/acre) to comply with the proposed Housing Element. The Council can also identify a proposed density for the remaining four (4) acres of the Allen Drive site. Once the City Council has made the determination for the location of each three (3) acres, the subdivision and rezoning process can move forward.

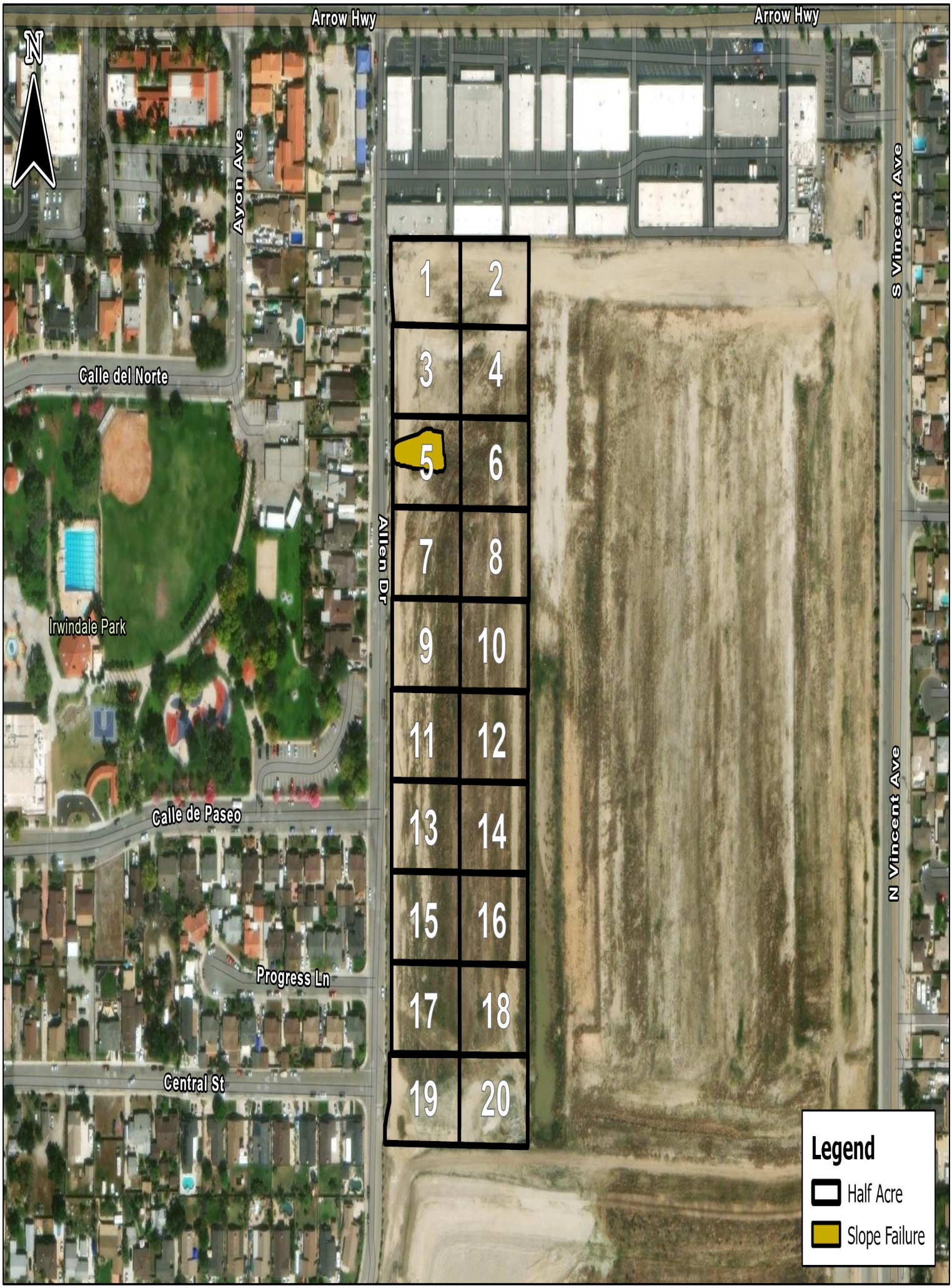
Fiscal Impact:

No fiscal impacts are directly associated with identification of sections assigned for building of the dwelling units or the density allotted. Fiscal impacts associated with the implementation actions and/or construction of the site recommended as the result of the directions provided by the Boardmembers/City Council in the future will be assessed as the item is brought forth for consideration.

Attachments:

1. Allen Drive 10 Acre Half Acre Breakdown

Allen Drive 10 Acre Site Half Acre Breakdown



Sources: City of Irwindale, Los Angeles County, SCAG, ESRI

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: City Parkways

City Manager's Recommendation:

Provide staff with direction on the request to review the City Parkways.

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services Director

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

A request was made by Mayor Pro Tem Larry G. Burrola to place City Parkways on the July 24, 2024 City Council Meeting under Future Agenda Items Requested by Council Members. At this meeting, there was consensus from the City Council to add this item to the August 28, 2024 City Council Meeting under New Business for discussion and direction to staff.

City Parkways are governed under the State of California's Streets and Highway Code 5160 which states the following:

- *"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."

Additionally, the Irwindale Municipal Code Chapter 17.68 outlines the Landscaping Requirements, which includes parkways. Sections B-D state the requirements for landscaping such as ground cover, shrubs, and trees; required adequate sprinkler systems; and street parkways, which are between curblines and the front of property lines.

Furthermore, there are other types of agreements that govern the responsibility of parkways such as Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements (CC&Rs). The CC&Rs outlined the maintenance requirements set forth for property owners which includes maintaining the public right-of-way parkway to normal care standards. This requires property owners to maintain irrigation of landscaping, repair and replacement of plant materials, irrigation systems as necessary, general cleanup of the landscape and open areas, walkways, walls, and fences, and removal of graffiti.

Fiscal Impact:

None

Attachments:

None

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: First Reading of Ordinance No. 776 - Start Time of Regular City Council Meetings

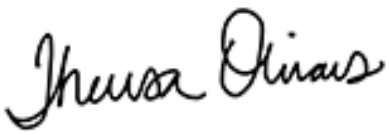
City Manager's Recommendation:

Introduce for first reading Ordinance No. 776 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.04.010 OF THE MUNICIPAL CODE RELATING TO START TIME OF REGULAR CITY COUNCIL MEETINGS" reading by title only and waiving further reading thereof.

Administrative Action:

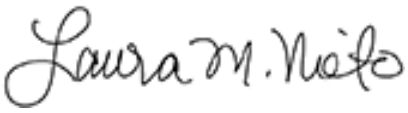
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



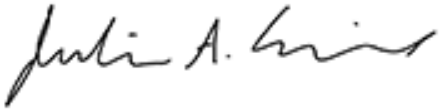
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In 2020, the City Council adopted Ordinance No. 750, setting its meeting start time to 6:30 p.m. on the second and fourth Wednesday of each month. The City Council currently holds its closed session at

5:30 p.m. or 6:00 p.m., depending on subject matter, with open session beginning at 6:30 p.m. It is now recommended that the City Council amend Ordinance No. 750 to set the regular meeting start time to 6:00 p.m. Closed session meetings, when necessary, will be noticed as special meetings, in accordance with the Brown Act.

A provision is also being recommended, stating the location of the regular meetings is at the Irwindale City Council Chambers, or other locations within the city limits, as provided by the City Council.

Fiscal Impact:

None

Attachments:

1. Ordinance No. 776 - Council Meeting Days, Times(1010208.1)

ORDINANCE NO. 776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.04.010 ("COUNCIL MEETINGS") OF CHAPTER 2.04 ("CITY COUNCIL") OF TITLE 2 ("ADMINISTRATION AND PERSONNEL") OF THE IRWINDALE MUNICIPAL CODE RELATING TO START TIME OF REGULAR CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.04.010 ("Council Meetings") of Chapter 2.04 ("City Council") of Title 2 ("Administration and Personnel") of the Irwindale Municipal Code is hereby amended in its entirety and shall read as follows (~~strikethrough~~ represents deleted language while ***bold underlined italics*** represents added language):

2.04.010 Council meetings. There shall be two regular meetings of the City Council and all of its agencies during each calendar month and such meetings shall be held on the second and fourth Wednesdays thereof, at the hour of ~~six-thirty p.m.~~ ***six p.m.***; provided, however, that if the date of any such regular meeting falls on a holiday, said regular meeting may not be held that holiday, but may be canceled or re-scheduled, as deemed necessary. ***The meetings will be held in the city council chambers at City Hall or at such other places within the city limits of the city as the city council may, from time to time, provide.*** Any regular meeting may be adjourned from time to time, and special meetings may be called in the manner provided by law.

SECTION 2. The Chief Deputy City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be posted according to law.

PASSED, APPROVED, AND ADOPTED this ____day of _____ 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, California do hereby certify that the foregoing Ordinance No. 776 was introduced at a regular meeting of the City Council of the City of Irwindale held on the 28th day of August 2024, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 776, adopted by the City Council of the City of Irwindale at its regular meeting held _____ to be posted at the City Hall, Library, and Post Office on _____.

_____ Dated:
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JULY 24, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:32 P.M.**

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

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

ITEM NO. 5A
REJECT THE BID PROTEST RECEIVED FROM NATIONAL POOLS INC. FOR IRWINDALE AQUATIC CENTER – MAIN SWIMMING POOL RENOVATION PROJECT; P-1062

REJECT THE BID PROTEST RECEIVED FROM NATIONAL POOLS INC. FOR IRWINDALE AQUATIC CENTER – MAIN SWIMMING POOL RENOVATION PROJECT; P-1062

SUZANNE GOMEZ — Suzanne Gomez noticed negative Yelp reviews for the proposed contractor for the project and a complaint to the Better Business Bureau. Asked the Council to hold off.

DIRECTOR CHAN — Director Chan advised that staff has thoroughly vetted the qualifications of the proposed contractor and has found no deficiencies. Rather, they have good references. He encouraged the Council to proceed with the recommended contractor.

BLAKE FERRIS — Blake Ferris, representing Blue Star Pools, Inc., the proposed contractor, stated that the complaints that Ms. Gomez viewed on Yelp likely relate to a separate, unrelated contractor.

DIRECTOR CHAN — Director Chan indicated that the negative online reviews are for a business in Orange County, but that the proposed contractor is from Los Angeles.

COUNCILMEMBER ORTIZ — Responding to a question by Councilmember Ortiz, City Manager Miranda advised that the protest letter was presented to the Council to ensure that the City responded to it.

MAYOR PRO TEM BURROLA — In answer to several questions by Mayor Pro Tem Burrola, Director Chan advised that full bid information was sent to all prospective bidders and all received the same information. He also noted that the Yelp complaint was for a separate, unaffiliated company with a similar-sounding name.

COUNCILMEMBER GARCIA — Councilmember Garcia asked about the performance bond, to which Director Chan indicated that, when the City and contractor enter into a contract, the contractor must submit their insurance along with workers' compensation and performance bond information. The performance bond would guarantee their work for a year and the workers' compensation will insure their workers at the site during construction.

Councilmember Garcia asked whether the City should reject the top two bids and hire the third, to which City Attorney Guerra instead suggested rejecting all bids and rebidding the project.

COUNCILMEMBER BRECEDA — Councilmember Breceda asked about the start of the project, to which Director Chan stated that construction would begin just after the current pool programs end. However, the design phase would take approximately three months. He advised that, though the project would currently meet the projected timeline, it would not if it were sent out for rebidding.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola asked about the potential for additional work orders once the project commenced, to which Director Chan stated that staff does not anticipate change orders at this point. However, if there were, the contractor and city staff would work to resolve the issues without increasing the costs to the change order.

MOTION — A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to reject the bid protest received from National Pools Inc. for the Irwindale Aquatics Center – Main Swimming Pool Renovation Project; P-1062. The motion was unanimously approved.

SUZANNE GOMEZ — Suzanne Gomez thanked Director Chan and his staff for their hard work on the project.

RECESS TO CLOSED SESSION — At 5:55 p.m., the City Council met in Closed Session to discuss the following:

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

ACTION: Updates provided, direction provided to staff; no reportable action

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Sections 54954.5(c)

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

ACTION: This item was pulled from the agenda and was not discussed.

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

ACTION: Update provided, direction provided to staff Board Member Breceda did not participate in this item due to a potential conflict of interest.

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

Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation
Pursuant to Government Code Section 94956.9(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.

RECONVENE IN OPEN SESSION

At 6:47 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:48 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JULY 24, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:49 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA None.

COUNCILMEMBER TRAVEL REPORTS

COUNCILMEMBER GARCIA — Councilmember Garcia spoke on his attendance at the Independent Cities Association ("ICA") conference in San Diego County where he discussed various matters with an attorney at Aleshire & Wynder. He encouraged staff to work with a lobbyist to assist with the city's housing program issues.

COUNCILMEMBER BRECEDA — Councilmember Breceda also reported on his ICA conference attendance.

COUNCILMEMBER COMMENTS None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

ITEM NO. 19A
IRWINDALE CHAMBER OF COMMERCE BUSINESSES OF THE MONTH

IRWINDALE CHAMBER OF COMMERCE BUSINESSES OF THE MONTH

The following businesses were recognized:

1) May 2024 – Royal Coaches
2) June 2024 – Dave's Auto & Truck Dismantling
3) July 2024 – Martin Marietta

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 19B
IRWINDALE CHAMBER OF COMMERCE QUARTERLY UPDATE

IRWINDALE CHAMBER OF COMMERCE QUARTERLY UPDATE

Irwindale Chamber of Commerce CEO / President Lily Phan presented the update.

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked whether the Chamber is informed about the level of success of their job fairs, to which Chamber President Phan indicated that their staff conducts follow-ups with each exhibitor at the fair. She further stated that additional information will be provided to City staff shortly.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar, reading by title only and waiving further reading thereof. The motion was unanimously approved; Councilmembers Breceda and Garcia abstaining on Item No. 20F due to potential conflicts of interest.

ITEM NO. 20A
MINUTES OF THE MEETING HELD JUNE 26, 2024

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)

The minutes were approved.

ITEM NO. 20B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 20C
CITY OF IRWINDALE SECURITY CAMERA AND REMOTE MONITORING SYSTEM POLICY AND PROCEDURES

CITY OF IRWINDALE SECURITY CAMERA AND REMOTE MONITORING SYSTEM POLICY AND PROCEDURES

The City of Irwindale Security Camera and Remote Monitoring System Policy and Procedures was approved.

ITEM NO. 20D
CLAIM REJECTION – SILVIA SHEEHAN V. CITY OF IRWINDALE

CLAIM REJECTION – SILVIA SHEEHAN V. CITY OF IRWINDALE

The claim of Silvia Sheehan v. City of Irwindale was rejected and staff was directed to send a standard letter of rejection.

ITEM NO. 20E
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024 (Joint item for all agencies)

The Investment Quarterly Report for the fiscal quarter ending June 30, 2024, was received and filed.

ITEM NO. 20F
AWARD OF CONTRACT FOR CONSTRUCTION OF THE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT; P-1062

AWARD OF CONTRACT FOR CONSTRUCTION OF THE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT; P-1062

The City Council authorized 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 and approved 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, was approved; Councilmembers Breceda and Garcia abstained.

ITEM NO. 20G
RECEIVE AND APPROPRIATE GRANT FUNDS FROM THE US DEPT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, SMALL, RURAL, AND TRIBAL LAW ENFORCEMENT AGENCY BODY-WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM

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

RESOLUTION NO. 2024-60-3537
ADOPTED

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," was adopted.

ITEM NO. 20H
AWARD OF CONTRACT FOR PURCHASE OF BODY-WORN AND IN-CAR CAMERA SYSTEMS AND RELATED SERVICES

AWARD OF CONTRACT FOR PURCHASE OF BODY-WORN AND IN-CAR CAMERA SYSTEMS AND RELATED SERVICES

The City Council approved and authorized 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.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda thanked the Chamber of Commerce for the recent job fair and asked to speak on Item No. 25B.

FRED BARBOSA — Fred Barbosa spoke on the issues he has experienced relating to the City's housing rehabilitation loan program agreement that he entered into with the Housing Authority.

CARMEN ROMAN — Carmen Roman made suggestions to the contract for the pool rehabilitation project and stated her opinion that the policy proposed in Item 22E was too harsh for seniors.

SUZANNE GOMEZ — Suzanne Gomez suggested a change in the state constitution that would allow the City to exert more autonomy over its housing programs. She also stated her eagerness for the completion of the pool rehabilitation project and expressed her support of Director Chan for leading the project.

THERESA ORTIZ — Theresa Ortiz thanked City officials and staff for its Rockabilities program and the hard work behind the program that positively affects the lives of so many. She also commended Parks & Recreation Commissioner Kelly for his contributions to the Commission.

DENA ZEPEDA — Dena Zepeda made allegations of theft of housing funds by City staff. She also spoke against housing program covenants.

NEW BUSINESS

ITEM NO. 22A
CONSIDERATION OF APPOINTMENT OF ICF BOARD MEMBERS

CONSIDERATION OF APPOINTMENT OF ICF BOARD MEMBERS

CHIEF DEPUTY CITY CLERK NIETO — Chief Deputy City Clerk Nieto presented the staff report.

RESOLUTION NO. 2024-50-3527
ADOPTED

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," was adopted, thereby appointing Nathan Romero and Vanessa Duran as the resident representatives and Mayor Ambriz as the Council representative on the Irwindale Community Foundation, and

RESOLUTION NO. 2024-51-3528
ADOPTED

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," was adopted, thereby appointing Steven Hillgren and George Silva

as the business representatives to the Irwindale Community Foundation, on the motion of Councilmember Garcia, seconded by Mayor Pro Tem Burrola, and unanimously approved.

ITEM NO. 22B
AMEND FY 24/25 ADOPTED BUDGET TO APPROPRIATE $1,500,000 TO TRANSFER TO CA EMPLOYERS' RETIREE BENEFIT TRUST

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

DIRECTOR BORHANI

Director Borhani introduced Actuarial Consultant Will Kane, of Total Compensation Systems Inc., who presented the report.

FRED BARBOSA

In reply to a question by Fred Barbosa, Director Borhani advised that 80% of the requested $1.5 million would come from the General Fund while the other 20% would come from Mining Impact Funds.

SUZANNE GOMEZ

Suzanne Gomez commended the City for the proposed action and encouraged the Council to be visionary in spending funds in the future.

FRED BARBOSA

Fred Barbosa opposed the retirement vesting requirements for City employees.

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked whether the $1.5 million payment would be an annual requirement, to which Director Borhan stated that it would not be. He stated that staff would like to ideally budget at least $600,000, though staff is not sure what will be required next year.

Councilmember Ortiz also asked about fund accounts, to which Director Borhani advised that the City has two trust funds set up with CalPERS, one of them being the CERBT fund which is just for retiree health benefits. He added that the fund has grown substantially and it is staff's hope that it continues growing so that it could be used in the future to pay down premiums. The same could be said for the fund that has been set up for pension benefits, though this fund has not received as much funding.

RESOLUTION NO. 2024-55-3532 ADOPTED

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 $1,50,000 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," was adopted, on the motion of Councilmember Ortiz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 22C
RECEIVE UPDATE ON CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT AND PROVIDE DIRECTION TO STAFF TO PROCEED WITH FINALIZING THE PLANS AND SPECIFICATIONS FOR THE PROJECT

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

COUNCILMEMBERS BRECEDA AND GARCIA

Councilmembers Breceda and Garcia and City Manager Miranda declared potential conflicts of interest with this item and exited the Council Chambers at 7:53 p.m.

LIBRARIAN BALLI

Librarian Balli presented the report and made a PowerPoint presentation.

MAYOR PRO TEM BURROLA

Responding to several questions and comments by Mayor Pro Tem Burrola, Librarian Balli stated that: 1) the new Library's historical room would be situated to the left of the main entry room, 2) discussed the features of the teen space and the availability of technology for teens, 3) input regarding the space needed for the janitorial area was received from both the Public Services Director and the Public Works Supervisor to ensure sufficient space is allotted, 4) the proposed artwork that will be displayed at the Library and planned activities for the grand opening, 5) the proposed location of artwork to honor the City's "founding mothers", and 6) availability of outdoor seating.

DENA ZEPEDA

Dena Zepeda expressed concern over the availability of parking spaces, to which Librarian Balli indicated that the project would include 40 parking spaces.

SUZANNE GOMEZ

Suzanne Gomez commended Librarian Balli for her hard work on this project and for continuously seeking community input. She also requested the inclusion of "mission style" chairs with cushions as well as incorporating artwork similar to the community art at the Gold Line station. She also requested consideration be given to expanding the historical room, potentially by eliminating the custodial closet and the

teen room. She also requested a tile setting with the City emblem near the Library entrance.

MAYOR AMBRIZ

Mayor Ambriz asked whether the oak trees scheduled for removal would be replaced, to which Librarian Balli advised that two trees will be removed and will be replaced with five.

Mayor Ambriz requested that the City logo be prominently displayed at the Library's entrance and asked whether the historical room could be enlarged.

MOTION

A motion was made by Councilmember Ortiz to proceed with finalizing the Library plans including the comments made by the Council and the public.

LIBRARIAN BALLI

Librarian Balli noted that consideration is being given to create a conference table out of the wood from the oak trees that are scheduled for removal. She added that seating will include pictures on the backs of local historical buildings and residents. Also, staff will see if the City logo could be incorporated into the Library entrance as requested. She noted that the local history room was enlarged and will be more than double the existing meeting space size, though staff can request that the design team review its plans to determine whether the historical room could be expanded.

MAYOR AMBRIZ

Mayor Ambriz stated that he would not want to cause delays in the project by requesting changes and stressed the need to complete the project as soon as possible.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola asked about the size of the historical room, to which Assistant Engineer Pimentel advised that it will be approximately 20.5 x 12 ½ feet.

MAYOR AMBRIZ

Mayor Ambriz stated that many people are interested in the historical room and that he would like to see if it could be enlarged, to which Assistant Engineer Pimentel advised that the project plans are currently in the plan-check phase with the County and cautioned that changes to the plans would delay the plan-check and could delay the start of the project.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares requested that the motion be clarified.

RESOLUTION NO. 2024-58-3535
ADOPTED

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," to

include looking into the following: 1) incorporating art elements similar to those found at the Gold Line Station, 2) extending the size of the historical room, 3) that the tile work on the floor at the entryway include the City emblem, 4) that “Mexican-style” furniture be included in the historical room, incorporating pictures on the back of the chairs, 5) include sepia-colored photos on the walls of the historical room, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, and unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 22D
AMEND FY 24/25 ADOPTED BUDGET TO APPROPRIATE $1,500,000 TO TRANSFER TO CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT

AMEND FISCAL YEAR 2024-2025 ADOPTED BUDGET TO APPROPRIATE $1,500,000 TO TRANSFER TO CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT

COUNCILMEMBERS BRECEDA AND GARCIA

Councilmembers Breceda and Garcia and City Manager Miranda declared potential conflicts of interest with this item and remained outside the Council Chambers.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares presented the staff report.

MAYOR PRO TEM BURROLA

In response to a question by Mayor Pro Tem Burrola, Assistant City Manager Olivares advised that staff continues seeking new funding opportunities as grants become available. She noted that the $6.1 million received in funding is limited to the construction of the new Library building. As funding is drawn down, staff needs to show that the City is matching these expenditures with its own funding. She added that Congresswoman Napolitano has appropriated $500,000 for furniture, parking, and landscaping, and spoke on environmental processes that must also be followed. Staff is also looking into a broadband access grant as well as any other available funding.

RESOLUTION NO. 2024-58-3535
ADOPTED

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,” was adopted on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, and unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 22E ADOPTION OF A FIELD TRIP POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE SENIOR CENTER	ADOPTION OF A FIELD TRIP POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE SENIOR CENTER
COUNCILMEMBERS BRECEDA AND GARCIA AND CITY MANAGER MIRANDA	Councilmembers Breceda and Garcia and City Manager Miranda returned to the Council Chambers at 8:43 p.m.
DIRECTOR RODRIGUEZ	Director Rodriguez presented the report.
DENA ZEPEDA	Dena Zepeda stated that too much money is being wasted on unused tickets and that parents should be held accountable.
MAYOR PRO TEM BURROLA	In response to several questions by Mayor Pro Tem Burrola, Director Rodriguez advised that: 1) rules for Senior Center trips are included in this policy, though they may differ from those for the Aquatics and Recreation divisions, 2) the senior community requested rules for Senior Center trips, though the choice to implement them lies with the Council, 3) she detailed the amount of funding provided for trips by the Irwindale Community Foundation, 4) the current policy does not allow for individuals to purchase unused tickets, but the draft policy does, and 5) flyers for the Summer Day Camp program show all six trips, though parents could select which of the six they would like their children to attend when they sign them up. Mayor Pro Tem Burrola stated that the Senior Center trips should continue to be governed by existing rules and that the draft policy should not apply to them.
JUSTIN KELLY	Justin Kelly stated that the Recreation Department is using an app to send messages out to families the day before a trip to ask whether their child will attend, which helps to ensure that the tickets are used.
DIRECTOR RODRIGUEZ	Director Rodriguez stated that staff is aware of the wasted funding and is working on strategies to avoid unused tickets in the future. She noted that parents can sign up their children for those trips that they would like to attend instead of signing up for all trips, but some children still do not attend.

MAYOR AMBRIZ

Responding to a question by Mayor Ambriz, Director Rodriguez advised that staff typically purchases 30 tickets per event, though some are increased to 40 tickets depending on demand and costs.

Mayor Ambriz stated that the policy should show leniency toward seniors.

COUNCILMEMBER BRECEDA

Councilmember Breceda agreed that the current policy for the Senior Center should remain the same.

Responding to a question by Councilmember Breceda, Director Rodriguez stated that staff can monitor which of the registrants tend to fail to attend the trips that they register for.

RESOLUTION NO. 2024-56-3533

A motion was made by Councilmember Garcia, seconded by Councilmember Ortiz, to 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," thereby adopting the Field Trip Policy as presented by staff in the staff report.

COUNCILMEMBER BRECEDA

Councilmember Breceda asked whether the desire is for the policy to also cover Senior Center trips, to which Director Rodriguez advised that the Council would decide whether the policy would apply to the Senior Center trips.

DENA ZEPEDA

Dena Zepeda stated that lots of seniors sign up for trips but do not attend, which also takes away the opportunity to attend from other seniors. She concurred with Councilmember Garcia's intent to adopt the policy as-is.

FRED BARBOSA

Fred Barbosa stated that everybody should be responsible and spoke in favor of the policy applying to all trips.

LINDA MAREZ

Linda Marez agreed that the policy should apply to all, including seniors.

CITY ATTORNEY GUERRA

City Attorney Guerra made a small correction to a typographical error in the draft policy.

ROLL CALL

The above-mentioned motion was approved with all Councilmembers in favor except for Mayor Pro Tem Burrola, who voted against.

ITEM NO. 22F
PROPOSED SAFETY AND ENVIRONMENTAL JUSTICE PROGRAMS

PROPOSED SAFETY AND ENVIRONMENTAL JUSTICE PROGRAMS FOR THE HOUSING & GENERAL PLAN UPDATE

FOR THE HOUSING & GENERAL PLAN UPDATE

RECESS — At 9:38 p.m., the Council took a short recess.

RECONVENE — At 9:44 p.m., the Council reconvened with all members present.

DIRECTOR SIMPSON — Director Simpson introduced the staff report and introduced Shannon Wages and Vanessa Ramirez from ESA, the consultant that is preparing the Safety and Environmental Justice elements. She noted that these elements are being coordinated with the Housing Element and spoke on the extensive outreach efforts held over the past few years to gain the public's input.

SHANNON WAGES — Shannon Wages made a PowerPoint presentation and spoke about each of the implementation programs for the Safety Element and the Environmental Justice Element. She noted that documents are available for review on the website and advised that this item would focus on actions that implement the goals and policies of each element and how they would improve safety and environmental justice within Irwindale.

COUNCILMEMBER ORTIZ — Councilmember Ortiz asked about landscaping that could improve air quality, to which Ms. Wages advised that drought-tolerant plants that can sequester carbon and improve air quality are available. There are also CA native plants that support biodiversity and other climate initiatives that can improve air quality and provide shade.

SUZANNE GOMEZ — Suzanne Gomez suggested implementing the elements into the General Plan and asked how the goals would be achieved, to which Ms. Wages advised that the full and detailed text of the proposed actions are in the General Plan element.

FRED BARBOSA — Responding to a question by Fred Barbosa, City Manager Miranda advised that the Recreation Center is designated as a shelter for earthquakes.

DENA ZEPEDA — Dena Zepeda questioned why this item is being discussed at length when many individuals in attendance of the meeting wish to discuss housing matters.

MAYOR AMBRIZ — Mayor Ambriz stated that he did not realize that this matter would be discussed extensively and requested that it be tabled for further discussion at another time.

CITY MANAGER MIRANDA — City Manager Miranda noted that the points Ms. Wages is discussing were all included in the staff report and suggested that the discussion continue tonight.

MOTION — A motion was made by Mayor Ambriz, seconded by Councilmember Ortiz, to continue this matter to a future meeting. The motion was unanimously approved.

ITEM NO. 22G
AMENDMENT NO. 1 TO URP CORP. SETTLEMENT AGMT. AND MUTUAL RELEASE AND AMENDMENT NO. 2 TO URP CORP. SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGMT.

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

COUNCILMEMBER BRECEDA — Councilmember Breceda declared a potential conflict of interest with this item and exited the Council Chambers at 10:40 p.m.

DIRECTOR CHAN — Director Chan presented the staff report.

SUZANNE GOMEZ — Responding to a question by Suzanne Gomez, Director Chan indicated that this item would allow United Rock to backfill any of their pits in the order that they wish.

MOTION — A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to approve 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. The motion was unanimously approved; Councilmember Breceda absent.

PUBLIC HEARINGS — None.

CITY MANAGER'S REPORT

COUNCILMEMBER BRECEDA — Councilmember Breceda returned to the Council Chambers at 10:49 p.m.

CITY MANAGER MIRANDA — City Manager Miranda presented the following report:

1) As of noon July 24, no one has requested nomination papers for the upcoming Council election.
2) The Irwindale Educational Foundation Casino Night Fundraiser has been scheduled for August 2.
3) The City has partnered with the American Red Cross to host a

blood drive on August 6.

4) The City is hiring full time Assistant Engineer, Communications and Records Supervisor, Police Administrative Clerk, as well as part time Senior Center Aide, Library Tutor, and permanent part time Senior Center Leader.
5) The Irwindale Police Department is inviting the community to attend its National Night Out activities scheduled for August 6.
6) The Police Department has received preliminary approval for two grants from the CA Office of Traffic and Safety, which will help fund extra shifts for traffic enforcement.
7) He also provided details on upcoming Recreation events.
8) Assistant City Manager Olivares provided information on an upcoming Community Emergency Preparedness Fair scheduled for September 7.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

ITEM NO. 25A CITY PARKWAYS	CITY PARKWAYS – Requested by Mayor Pro Tem Burrola
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola stated that he requested this item due to the concern expressed by a resident regarding the responsibility to repair sprinklers that have been damaged due to a tree located in a parkway.
DIRECTOR RODRIGUEZ	Director Rodriguez noted that the subject area is covered in the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements that was approved and accepted by the homeowner, which states that the parkway is the homeowner's responsibility to maintain.
FRED BARBOSA	Fred Barbosa asked whether the homeowner, as the person responsible for the area, could simply remove the tree.
MOTION	A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to add this matter to a future agenda for discussion. The motion was unanimously approved.
ITEM NO. 25B REZONING 10-ACRE SITE	REZONING 10-ACRE SITE – REQUESTED BY MAYOR AMBRIZ & MAYOR PRO TEM BURROLA
COUNCILMEMBER BRECEDA AND CITY MANAGER MIRANDA	Councilmember Breceda and City Manager Miranda declared potential conflicts of interest with this item and exited the Council Chambers at 11:02 p.m.

DIRECTOR SIMPSON — Director Simpson provided the update. She advised that six acres of the Allen Drive site have been listed as inventories in the City's Housing Element. Currently, the entire 10 acres of the site are zoned M2 with a "residential" designation in the General Plan. She advised that rezoning the site would be a two-step process: the first would involve rezoning three parcels, with the second portion including the engineering subdivision. She advised that the Council would need to identify the six acres that they would like to reserve for housing, after which the Council could decide the housing density for the site as well as what they would like to place at the remaining four acres.

FRED BARBOSA — Fred Barbosa suggested that the entire site be rezoned as R2.

MOTION — A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to place this matter on the agenda for further discussion at a future meeting. The motion was unanimously approved; Councilmember Breceda absent.

ITEM NO. 25C
UNITED ROCK PRODUCTS' OLIVE PIT — UNITED ROCK PRODUCTS' OLIVE PIT (effects of water to operations)

COUNCILMEMBER BRECEDA AND CITY MANAGER MIRANDA — Councilmember Breceda and City Manager Miranda returned to the Council Chambers at 11:06 p.m.

MAYOR PRO TEM BURROLA — Responding to questions by Mayor Pro Tem Burrola, Director Chan advised that the Olive Pit is currently between 60-80% covered in water. They would need to eventually dredge the site to continue mining there. United Rock currently has a dredge at Pit No. 3 and they have submitted a plan to build a platform until the dredge is relocated from the site. The slope will also be rebuilt at the same time. The plans submitted will be reviewed this week to ensure it meets all SMARA regulations. Based on staff's estimate, the process of relocating the dredge will take approximately six to 12 months.

Mayor Pro Tem Burrola requested that Director Chan keep the Council informed on this matter.

FRED BARBOSA — Fred Barbosa claimed that he was the one to inform the City about the situation.

ITEM NO. 25D
ILLEGAL FIREWORKS — ILLEGAL FIREWORKS – REQUESTED BY COUNCILMEMBER ORTIZ

CHIEF HOFFORD — Chief Hofford noted that six local cities have adopted ordinances with restrictions on illegal fireworks. Some of the additional penalties that the Council could consider, in addition to the fees previously suggested by Councilmember Ortiz, include: 1) citations for

individuals lighting illegal fireworks as well as citations for the person in charge of the property where they are being utilized; 2) fees to cover the expenses incurred in destroying illegal fireworks, 3) fees for responding to service calls for illegal fireworks, and 4) additional fees for fines that are paid late. He also noted that the Police Department has recently conducted a destruction of illegal fireworks that have been confiscated.

MOTION — A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to add this matter to a future agenda for further discussion. The motion was unanimously approved.

DENA ZEPEDA — Dena Zepeda suggested that laws be applied fairly to all.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 11:16 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

July 2024

July 1 - 31, 2024

Number	Vendor Name	Date	Amount
ACH	US Bank	7/3/2024	54,433.16
ACH	BMO Bank	7/3/2024	520.11
WFB-36	CJPIA Annual Contribution	7/3/2024	1,231,837.00
WFB-35	CJPIA All Risk Property Insurance	7/3/2024	294,648.00
		Report Total:	1,581,438.27

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
July 2024

Payroll Batch	404-07-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
7/8/24			
	44 Library		548.00
		Gross Payroll	548.00
		Required Deductions	(82.69)
		Voluntary Deductions	-
		Net Payroll	465.31

Payroll Batch	405-07-24, 406-07-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
7/11/24			
	11 City Council		1,731.15
	13 City Administrative Office		60,299.88
	14 Finance Department		27,330.73
	15 Summer Youth		6,912.00
	35 Police Department		212,525.18
	40 Recreation Department		35,921.27
	41 Aquatics Department		25,164.96
	42 Senior Citizens' Center		17,533.22
	44 Library		13,612.49
	51 Planning & Community Development		28,927.79
	52 Public Works - Engineering		25,954.78
	57 Public Works - Services		54,839.96
		Gross Payroll	510,753.41
		Required Deductions	(142,566.92)
		Voluntary Deductions	(21,514.82)
		Net Payroll	346,671.67

Payroll Batch	418-07-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
7/18/24			
	44 Library		382.41
	57 Public Works - Services		26,523.45
		Gross Payroll	26,905.86
		Required Deductions	(9,290.92)
		Voluntary Deductions	(5,400.00)
		Net Payroll	12,214.94

Payroll Batch	419-07-24, 420-07-24, 421-07-24, 425-07-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
7/25/24			
	11 City Council		7,385.82
	13 City Administrative Office		60,145.93
	14 Finance Department		27,287.53
	15 Summer Youth		7,424.00
	35 Police Department		256,318.19
	40 Recreation Department		38,377.49
	41 Aquatics Department		29,472.18
	42 Senior Citizens' Center		18,626.73
	44 Library		14,185.11
	51 Planning & Community Development		30,876.86
	52 Public Works - Engineering		29,006.96
	57 Public Works - Services		51,267.19
		Gross Payroll	570,373.99
		Required Deductions	(149,623.17)
		Voluntary Deductions	(22,626.81)
		Net Payroll	398,124.01

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 8/22/2024 2:45 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102250	CINGULAR	AT & T Mobility	07/18/2024	1,755.93
102251	OROSCO05	Rebecca Bardales	07/18/2024	271.58
102252	CONN01	Robert Connelly	07/18/2024	20.00
102253	FONTT01	Bazyle Fonttenaus	07/18/2024	2,000.00
102254	PEARSO01	NCS Pearson, Inc	07/18/2024	68.00
102255	OSTERH01	Delfina Osterheim	07/18/2024	309.86
102256	PEREZ01	Guadalupe Perez	07/18/2024	7.50
102257	PONCE04	Delicia Ponce	07/18/2024	54.01
102258	LEGAL03	Pre-Paid Legal Services, Inc.	07/18/2024	144.55
102259	PURCHA	Purchase Power	07/18/2024	2,111.10
102260	SOL10	LeeAnn Solis	07/18/2024	7.50
102261	TEXAS01	Texas Life Insurance Co.	07/18/2024	4,859.84
102262	AMAZON1	Amazon Capital Services, Inc.	07/18/2024	5,830.66
102263	ALVARE06	Mariela Avila	07/18/2024	7.27
102264	LIEBERT	Liebert Cassidy Whitmore	07/18/2024	2,001.00
102265	RODRIG14	Pedro Rodriguez	07/18/2024	75.00
102266	TRUJ10	Norma Trujillo	07/18/2024	175.19
102267	PETTYC05	City of Irwindale-Admin Petty Cash	07/22/2024	300.61
102268	PETTYC02	City of Irwindale-Rec Petty Cash	07/22/2024	445.88
102269	PETTYC02	City of Irwindale-Rec Petty Cash	07/22/2024	254.71
			Report Total (20 checks):	20,700.19

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 8/22/2024 2:46 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102271	CALIFO56	California State Disbursement Unit	07/25/2024	604.15
102272	CALIFO57	California State Disbursement Unit	07/25/2024	143.07
102273	CALIFO58	California State Disbursement Unit	07/25/2024	100.00
102274	CITY01	City of Hope	07/25/2024	54.00
102275	FRANC06	Franchise Tax Board	07/25/2024	467.40
102276	ICEA	Irwindale City Employee Assoc.	07/25/2024	975.00
102277	IMEA	Irwindale Mgmt Employee Assoc.	07/25/2024	490.00
102278	IRWIND02	Irwindale Police Officers Assoc.	07/25/2024	3,208.00
102279	LOSANG31	Los Angeles County Sheriff's Dept.	07/25/2024	70.60
102280	NEST01	Blue Triton Brands, Inc.	07/25/2024	779.97
102281	CHICO05	Robert Chico	07/25/2024	75.00
102282	CONCE01	Concentra	07/25/2024	48.00
102283	DEPTOF02	County of LA Dept of Animal Care & Cont	07/25/2024	33.00
102284	ESPINO10	Iris Espino	07/25/2024	203.22
102285	TONY01	Antonio Garcia Bonilla	07/25/2024	5,383.23
102286	HERN22	Inez Hernandez	07/25/2024	75.00
102287	HINDER	Hinderliter, De Llamas & Assoc	07/25/2024	300.00
102288	HOMEDE	Home Depot Credit Services	07/25/2024	980.26
102289	MARE20	Adrianna Mares	07/25/2024	150.00
102290	MART21	Rebeka Martinez	07/25/2024	75.00
102291	OLIV03	Monica Olivio	07/25/2024	300.00
102292	RECO01	Records Control Services, Inc.	07/25/2024	1,995.00
102293	RICOH01	Ricoh USA, Inc	07/25/2024	1,897.13
102294	SALA01	Linda Salazar	07/25/2024	10.00
102295	SUHA01	Lintje Suhaimi	07/25/2024	45.00
102296	TANG02	Kwok Tang	07/25/2024	10.00
102297	TANG03	LInda Tang	07/25/2024	10.00
102298	TRUJ01	Savannah Trujillo	07/25/2024	37.00
102299	verizonw	Verizon Wireless	07/25/2024	3,132.55
102300	VIDA01	Michael Vidal	07/25/2024	200.00
102301	VILLA22	Amanda Villalobos	07/25/2024	75.00
102302	VIVAN01	Elizabeth Vivanco	07/25/2024	75.00
102303	WALT01	Walters Wholesale Electric Co.	07/25/2024	68.84
102304	ARIAS01	Michael Arias	07/25/2024	69.60
102305	PMIDEN	Delta Dental Insurance Company	07/25/2024	583.27
102306	PMIDEN01	Delta Dental of California	07/25/2024	13,682.53
102307	FONTT01	Bazyle Fonttenaus	07/25/2024	2,500.00
102308	FRAIJO02	John Fraijo	07/25/2024	65.59
102309	GRAVAT01	Heath Gravatt	07/25/2024	29.40
102310	IRWIND11	Irwindale Sister City	07/25/2024	50.00
102311	JOSEPH01	Joseph Pepe Miranda Sports	07/25/2024	50.00
102312	KNIGHT	Knights Of Columbus #5650	07/25/2024	50.00
102313	NATION23	National Union Fire Insurance	07/25/2024	769.18
102314	NIETO01	Laura Nieto	07/25/2024	64.61
102315	OPTUM01	OptumRx, Inc.	07/25/2024	29,248.05
102316	REINOS01	Javier Reinosa	07/25/2024	75.00
102317	RICOH02	Ricoh USA, Inc	07/25/2024	1,673.13

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102318	RODRIG04	Elizabeth Rodriguez	07/25/2024	83.92
102319	SECT01	Sectran Security Inc.	07/25/2024	125.07
102320	STANDA01	Standard Insurance Co. RV	07/25/2024	492.45
102321	STANDA03	Standard Insurance Company	07/25/2024	2,483.23
102322	VISION01	Vision Service Plan - (CA)	07/25/2024	1,934.94
102323	VISION01	Vision Service Plan - (CA)	07/25/2024	4,664.46
102324	ALESHIRE	Aleshire & Wynder, LLP	08/01/2024	52,946.77
102325	AMAZON1	Amazon Capital Services, Inc.	08/01/2024	497.24
102326	AT&T02	AT & T	08/01/2024	31.88
102327	AT&T06	AT & T	08/01/2024	1,794.93
102328	AZUSALW	Azusa Light & Water	08/01/2024	426.22
102329	CALIFO02	California American Water	08/01/2024	5,939.30
102330	SANGAB11	California Newspapers Partnership	08/01/2024	213.43
102331	CHARTE01	Charter Communications	08/01/2024	1,872.41
102332	CHARTE04	Charter Communicatons	08/01/2024	104.97
102333	CORDE10	Rosa Cordero	08/01/2024	75.00
102334	CRUZ10	Ashley Cruz	08/01/2024	75.00
102335	ESTE12	Leticia Esteves	08/01/2024	7.50
102336	FRONT01	Frontier Communications	08/01/2024	539.61
102337	GOME12	Gabriela Gomez	08/01/2024	75.00
102338	HOMEDE	Home Depot Credit Services	08/01/2024	4,266.95
102339	LAKESH01	Lakeshore Learning Materials,LLC	08/01/2024	321.59
102340	SANTI10	Briana Santiago	08/01/2024	75.00
102341	SCFUELS	SC Fuels	08/01/2024	11,852.69
102342	SIMG01	Simgel Co. Inc	08/01/2024	41,800.00
102343	GASCOM	SoCalGas	08/01/2024	384.76
102344	SCE02	Southern California Edison	08/01/2024	41,132.79
102345	TPX 01	TPX Communications	08/01/2024	2,775.12
102346	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	08/01/2024	3,044.00
102347	AMERIFID	American Fidelity Assurance	08/01/2024	9,090.22
102348	AMERIC34	American Fidelity Assurance Co	08/01/2024	5,767.30
102349	AMESOL01	Luis Amesola	08/01/2024	45.20
102350	AT&T02	AT & T	08/01/2024	34.10
102351	BARBOS04	Dolores Barbosa	08/01/2024	75.00
102352	BURGUA01	Rene Burguan	08/01/2024	4,550.00
102353	BURGUA01	Rene Burguan	08/01/2024	1,700.00
102354	BURGUA01	Rene Burguan	08/01/2024	2,000.00
102355	BURGUA01	Rene Burguan	08/01/2024	4,550.00
102356	CHAC02	Steven Chacon	08/01/2024	500.00
102357	CHARTE01	Charter Communications	08/01/2024	1,431.60
102358	CHICOB	Bernie Chico	08/01/2024	75.00
102359	CHICO05	Robert Chico	08/01/2024	75.00
102360	CONCE01	Concentra	08/01/2024	57.00
102361	COTA03	Rosa Cota	08/01/2024	7.50
102362	COYL01	Christina Coyle	08/01/2024	200.00
102363	EQUI01	Richard Esquivel	08/01/2024	75.00
102364	FORNA01	Robin Fornaseri	08/01/2024	600.00
102365	FRONT01	Frontier Communications	08/01/2024	265.25
102366	SOUTHE17	Golden State Water Company	08/01/2024	1,093.58
102367	HEND01	Bessie Hedrick	08/01/2024	7.50
102368	HIGA01	Jose Higareda	08/01/2024	75.00
102369	CHAR10	Charles Everett Hinchcliffe	08/01/2024	1,500.00
102370	JARA12	Erinn Jaramillo	08/01/2024	75.00
102371	MORALE15	Elizabeth Morales-Velazquez	08/01/2024	52.37
102372	MUNE02	Irene Muneton	08/01/2024	7.50
102373	NAVAR10	Albert Navarro	08/01/2024	300.00
102374	PAD01	Octavio Padilla	08/01/2024	75.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102375	PERE04	Eileen Perez	08/01/2024	7.50
102376	PIRATE01	Pirate's Dinner Adventure	08/01/2024	1,320.90
102377	ROBL10	Ruth Robles	08/01/2024	10.00
102378	ROMAN02	Angie Roman	08/01/2024	10.00
102379	TAPIA04	Janell Tapia	08/01/2024	75.00
102380	TULL01	Bob Tullio	08/01/2024	500.00
102381	TULLIO01	Jim Tullio	08/01/2024	500.00
102382	VALLEY09	Valley View Mutual Water Co.	08/01/2024	89.22
102383	VARG02	Ricardo Vargas	08/01/2024	7.50
102384	VENE02	Samuel Venegas	08/01/2024	75.00
102385	VILLA03	Danteandre Villa	08/01/2024	75.00
102386	HASA01	Hasa Inc.	08/06/2024	1,778.66
102387	MOTOR01	Motorola Solutions, Inc.	08/06/2024	3,581.97
102388	VISION01	Vision Service Plan - (CA)	08/06/2024	1,854.72
102389	EDDCAS	Employment Development Dept.	08/08/2024	8,048.00
102390	GRIJAL05	Daniel M. Grijalva	08/08/2024	216.67
102391	PITNEY06	Pitney Bowes, Inc	08/08/2024	104.68
102392	SAN02	Ivania Sanchez	08/08/2024	134.09
102393	SCE02	Southern California Edison	08/08/2024	42,111.90
102394	ARMS01	James Armstrong	08/08/2024	45.20
102395	CARDEN01	Rudy Cardenas	08/08/2024	150.00
102396	EVANS02	Gloria Evans	08/08/2024	375.00
102397	FLORE01	Karla Flores	08/08/2024	490.00
102398	HERNAN36	Jacqueline Hernandez	08/08/2024	25.00
102399	HOYEN	Noelle Hoye	08/08/2024	770.00
102400	IWORQ01	IWorQ Systems Inc	08/08/2024	4,000.00
102401	KREN01	William Krenz	08/08/2024	5,000.00
102402	PADILLAM	Melissa Marez	08/08/2024	123.33
102403	MIRAND25	Blanche V. Miranda	08/08/2024	650.00
102404	MIRAND21	September Miranda	08/08/2024	300.00
102405	NUNE25	Cesar Nunez	08/08/2024	652.82
102406	OPTUM01	OptumRx, Inc.	08/08/2024	38,179.48
102407	OROSCON	Natalie Orosco	08/08/2024	75.00
102408	PALACI01	Joanna Palacios	08/08/2024	177.44
102409	PENA001	Albert Penaloza	08/08/2024	45.20
102410	PITNEY06	Pitney Bowes, Inc	08/08/2024	133.46
102411	RIOS06	Jimmy Rios	08/08/2024	296.98
102412	ACCOUN	Robert Half	08/08/2024	138.68
102413	TAPIA04	Janell Tapia	08/08/2024	300.00
102414	VALLEY01	Valley County Water District	08/08/2024	20,108.63
102415	VISION01	Vision Service Plan - (CA)	08/08/2024	2,259.71
102416	WAGONER	Pamela Wagoner	08/08/2024	910.00
102417	CALIFO56	California State Disbursement Unit	08/08/2024	604.15
102418	CALIFO57	California State Disbursement Unit	08/08/2024	143.07
102419	FRANC06	Franchise Tax Board	08/08/2024	467.40
102420	LOSANG31	Los Angeles County Sheriff's Dept.	08/08/2024	273.90
			Report Total (150 checks):	422,496.39

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 8/22/2024 2:46 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102422	AMAZON1	Amazon Capital Services, Inc.	08/14/2024	699.04
102423	AZBUS01	A-Z Bus Sales	08/14/2024	2,712.86
102424	BAKER01	Baker & Taylor Books	08/14/2024	20.74
102425	BAKER10	Bakers Man Production	08/14/2024	2,000.00
102426	CALIFO59	California Municipal Statistics, Inc	08/14/2024	550.00
102427	COUNTY04	County of Los Angeles	08/14/2024	2,137.31
102428	CROWD01	Taylor Crowder	08/14/2024	90.00
102429	ENVIRO05	Environmental Science Associates (ESA)	08/14/2024	13,906.25
102430	EWINGI	Ewing Irrigation Products, Inc.	08/14/2024	222.58
102431	FABE01	Faber Communications	08/14/2024	1,175.27
102432	GARDEN	Garden View	08/14/2024	89.52
102433	GEN01	General Technologies and Solutions (GTS)	08/14/2024	7,625.00
102434	HDLCOR	HdL Coren & Cone	08/14/2024	695.00
102435	HDL01	Hdl Software, LLC	08/14/2024	34.56
102436	IRWIND04	Irwindale Chamber Of Commerce	08/14/2024	7,500.00
102437	JCSPLU	JC's Plumbing & Backflow Svc	08/14/2024	324.94
102438	LEWISE	Lewis Engraving, Inc.	08/14/2024	569.83
102439	LIEBERT	Liebert Cassidy Whitmore	08/14/2024	5,382.00
102440	MAINTE01	Maintex	08/14/2024	200.23
102441	MAVE01	Maverick Networks, Inc	08/14/2024	1,370.90
102442	NOVA01	Nova Geotechnical & Inspection Services -	08/14/2024	16,691.25
102443	OFFICE03	ODP Business Solutions, LLC	08/14/2024	97.06
102444	ORKINP	Orkin	08/14/2024	1,075.96
102445	PHASEII	PARS	08/14/2024	1,750.00
102446	Q&BFOO	Q & B Foods, Inc.	08/14/2024	200.00
102447	ROYAL04	Royal Industrial Electric	08/14/2024	3,964.59
102448	SWANK01	Swank Motion Pictures, Inc.	08/14/2024	490.00
102449	TELC01	Telcion Communications Group	08/14/2024	1,613.70
102450	UNITED11	United Site Services of CA Inc	08/14/2024	589.50
102451	WATER10	Waterline Technologies	08/14/2024	4,185.00
102452	WESTCO05	West Coast Arborists, Inc.	08/14/2024	4,800.00
102453	Z&K01	Z&K Consultants, Inc.	08/14/2024	5,386.50
102454	ACCO01	ACCO Engineering Systems	08/14/2024	4,653.13
102455	AZBUS01	A-Z Bus Sales	08/14/2024	187.51
102456	AZBUSS	A-Z Bus Sales, Inc.	08/14/2024	2,574.86
102457	B&BTIR	B & B Tires Service	08/14/2024	205.00
102458	MIJACA	Balcon Holdings, Inc.	08/14/2024	89.00
102459	BILLST	Bill's Truck Repair, Inc.	08/14/2024	350.00
102460	BURRO01	Burro Canyon Ent. Inc.	08/14/2024	50.00
102461	Cat Spec	Cat Specialities Inc	08/14/2024	324.16
102462	CINTAS	Cintas Corporation #693	08/14/2024	654.05
102463	CITYOF11	City of Azusa	08/14/2024	787.50
102464	COMPLE01	Complete Paperless Solutions, LLC	08/14/2024	6,037.50
102465	COSTA01	Costar Realty Information, Inc.	08/14/2024	420.00
102466	CPRSCA	CPRS Park & Recreation	08/14/2024	570.00
102467	BATE01	Elior Inc.	08/14/2024	4,653.75
102468	EMERGE04	Emergency Response	08/14/2024	375.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102469	ESRI01	Esri, Inc.	08/14/2024	2,510.74
102470	EWINGI	Ewing Irrigation Products, Inc.	08/14/2024	159.54
102471	FAST02	Fast Response On-Site Testing	08/14/2024	125.00
102472	FEDEX	FedEx	08/14/2024	21.82
102473	FIFTH01	Debt Book Fifth Asset, Inc.	08/14/2024	7,500.00
102474	FILLG01	Fill Good Landscaping	08/14/2024	830.00
102475	FRAZ01	Frazier Capitol Valuation, Inc	08/14/2024	5,600.00
102476	FWEP01	FWEP Aquisitioin Inc	08/14/2024	440.62
102477	HASA01	Hasa Inc.	08/14/2024	4,262.58
102478	HDLCOR	HdL Coren & Cone	08/14/2024	1,575.00
102479	LAOPINI0	IMPREMEDIA OPERATING COMPANY,	08/14/2024	715.00
102480	IRWIND03	Irwindale Tire Shop	08/14/2024	25.00
102481	KNIGHT01	Knight Ventures LLC	08/14/2024	894.13
102482	LAWE01	Law Enforcement Medical Services, Inc.	08/14/2024	525.00
102483	LEWISE	Lewis Engraving, Inc.	08/14/2024	977.53
102484	LINCOL03	Lincoln Aquatics	08/14/2024	9,463.00
102485	MIDAS	Manuel C Muratalla	08/14/2024	2,810.52
102486	MAVE01	Maverick Networks, Inc	08/14/2024	4,995.00
102487	MIDWES	Midwest Tape	08/14/2024	3,000.00
102488	NAN01	Nancy K Bohl Inc	08/14/2024	2,083.00
102489	PROPRINT	Pro Printing, Inc.	08/14/2024	2,970.94
102490	RICOH01	Ricoh USA, Inc	08/14/2024	1,665.22
102491	RICOH02	Ricoh USA, Inc	08/14/2024	1,673.13
102492	SANGAB20	San Gabriel Valley City Managers' Associat	08/14/2024	55.00
102493	SANGAB13	San Gabriel Valley Council	08/14/2024	17,713.01
102494	SIERRA01	Sierra Chevrolet	08/14/2024	117.52
102495	SOUTH06	South Coast AQMD	08/14/2024	1,248.04
102496	SULLYM	Sully-Miller	08/14/2024	13,920.00
102497	SWANK01	Swank Motion Pictures, Inc.	08/14/2024	1,470.00
102498	TAB01	TAB Products Co. LLC	08/14/2024	1,050.00
102499	TRIANG01	Triangle Truck Parts	08/14/2024	15.58
102500	TURN12	Joseph Turner	08/14/2024	300.00
102501	UNITED05	United Rentals, Inc.	08/14/2024	2,747.34
102502	URBAN03	Urban Restoration Group US., Inc.	08/14/2024	852.83
102503	WALT01	Walters Wholesale Electric Co.	08/14/2024	287.98
102504	WESTCO05	West Coast Arborists, Inc.	08/14/2024	39,051.95
102505	YTIRES	Y Tire Sales	08/14/2024	236.02
102506	YARY01	Yary Photography	08/14/2024	167.85
102507	MUNI12	Municipal Resources Group LLC	08/15/2024	2,275.00
102508	SMART&	Smart & Final	08/15/2024	2,975.55
102509	SCE02	Southern California Edison	08/15/2024	53,050.85
102510	DF01	Anselmo Ryan Angulo	08/15/2024	200.00
102511	AT&T06	AT & T	08/15/2024	1,716.29
102512	Ayala01	Leonor Ayala	08/15/2024	570.00
102513	BAEZ02	Brandy Baeza	08/15/2024	500.00
102514	BRECED04	Mark A. Breceda	08/15/2024	1,670.09
102515	CALIFO03	California JPIA	08/15/2024	7,447.00
102516	CAMB01	Mario Camberos	08/15/2024	5.00
102517	CARDEN01	Rudy Cardenas	08/15/2024	150.00
102518	CHARTE01	Charter Communications	08/15/2024	99.00
102519	CHARTE04	Charter Communicatons	08/15/2024	115.17
102520	FLORE01	Karla Flores	08/15/2024	280.00
102521	FRONT01	Frontier Communications	08/15/2024	421.00
102522	GARCIA03	Manuel Garcia	08/15/2024	1,565.09
102523	LIEBERT	Liebert Cassidy Whitmore	08/15/2024	15,724.00
102524	MUNI12	Municipal Resources Group LLC	08/15/2024	2,450.00
102525	OLIVAR01	Theresa Olivares	08/15/2024	219.88

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102526	OLIV04	Tanya Oliver	08/15/2024	75.00
102527	PART01	Party Pronto, Inc	08/15/2024	519.00
102528	PEER01	Peerless Network, Inc	08/15/2024	1,391.66
102529	PETTYC05	City of Irwindale-Admin Petty Cash	08/15/2024	664.24
102530	LEGAL03	Pre-Paid Legal Services, Inc.	08/15/2024	144.55
102531	ACCOUN	Robert Half	08/15/2024	559.92
102532	TEXAS01	Texas Life Insurance Co.	08/15/2024	4,859.84
102533	TPX 01	TPX Communications	08/15/2024	1,110.02
102534	verizonw	Verizon Wireless	08/15/2024	3,216.93
102535	WOLL02	Susan Margaret Woolley	08/15/2024	10,479.50
102536	CONVER	Converse Consultants, Inc.	08/28/2024	2,100.00
102537	LOSANG33	County of Los Angeles	08/28/2024	208,669.00
102538	DISPLA01	Display Sales Company	08/28/2024	5,672.36
102539	FORV01	Forvis Mazars, LLP	08/28/2024	2,300.00
102540	HDL01	Hdl Software, LLC	08/28/2024	69.12
102541	LEXISN	LexisNexis Risk Solutions	08/28/2024	151.50
102542	MCGRAT01	McGrath Rentcorp	08/28/2024	23,702.03
102543	QUICKC	Quick Crete Products Corp.	08/28/2024	6,139.36
102544	RILEI01	Rileighs Outdoor, LLC	08/28/2024	1,461.25
102545	ROSENO	RSG Inc.	08/28/2024	6,890.00
102546	SEMA01	SEMA LLC	08/28/2024	219.74
102547	HDSUP01	WHITE CAP, L.P.	08/28/2024	577.94
102548	AFFORD01	Affordable Generator Services, Inc.	08/28/2024	1,341.20
102549	AMAZON1	Amazon Capital Services, Inc.	08/28/2024	1,150.51
102550	ATHENS	Athens Services	08/28/2024	6,049.43
102551	AZUSAP01	Azusa Plumbing Supply	08/28/2024	288.56
102552	BAKER01	Baker & Taylor Books	08/28/2024	1,094.12
102553	MIJACA	Balcon Holdings, Inc.	08/28/2024	406.00
102554	DUDE01	Brightly Software, Inc.	08/28/2024	4,896.14
102555	BRITEW	BriteWorks, Inc.	08/28/2024	12,847.12
102556	CALIBE02	Caliber Construction	08/28/2024	7,800.00
102557	CALI22	CAPIO	08/28/2024	30.00
102558	CITY0F01	City of Pasadena	08/28/2024	13,084.00
102559	CIVIC02	CivicPlus, LLC	08/28/2024	22,300.56
102560	COSTA01	Costar Realty Information, Inc.	08/28/2024	438.90
102561	CSG01	CSG Consultants	08/28/2024	1,268.75
102562	CWA01	CWA AIA, Inc	08/28/2024	26,432.05
102563	ECORP01	ECORP Consulting, Inc.	08/28/2024	9,801.60
102564	FARONI01	Faronics Technologies	08/28/2024	451.50
102565	GARVEY	Garvey Equipment Co	08/28/2024	156.59
102566	Harvey	Harvey Consulting Group, Inc.	08/28/2024	2,800.00
102567	HASA01	Hasa Inc.	08/28/2024	1,089.27
102568	HINDER	Hinderliter, De Llamas & Assoc	08/28/2024	3,318.24
102569	IMEG01	IMEG Consultants Corp.	08/28/2024	45,834.50
102570	INTELL01	Intelli-tech, Inc.	08/28/2024	927.00
102571	INTER01	Interwest Consulting Group	08/28/2024	4,765.00
102572	IRWIND21	Irwindale Hand Wash & Auto Detail	08/28/2024	1,540.44
102573	KAY01	Kay Park Rec Corporation	08/28/2024	14,903.91
102574	LEWISE	Lewis Engraving, Inc.	08/28/2024	60.64
102575	LEXISN	LexisNexis Risk Solutions	08/28/2024	151.50
102576	LINN01	Deborah Linn	08/28/2024	3,875.00
102577	LSA01	LSA Associates, Inc.	08/28/2024	176.25
102578	MAINTE01	Maintex	08/28/2024	564.15
102579	MIDAS	Manuel C Muratalla	08/28/2024	2,688.67
102580	RANCHO01	Rancho Duarte Florist	08/28/2024	75.00
102581	RICOH01	Ricoh USA, Inc	08/28/2024	1,648.84
102582	ROADLI	Roadline Products Inc. USA	08/28/2024	569.20

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102583	SEMA01	SEMA LLC	08/28/2024	131.08
102584	SIERRA01	Sierra Chevrolet	08/28/2024	440.33
102585	SUNBEL02	Sunbelt Rentals	08/28/2024	356.18
102586	SWANK01	Swank Motion Pictures, Inc.	08/28/2024	490.00
102587	UNITED11	United Site Services of CA Inc	08/28/2024	589.50
102588	HDSUP01	WHITE CAP, L.P.	08/28/2024	213.90
102589	YTIRES	Y Tire Sales	08/28/2024	128.08
			Report Total (168 checks):	813,717.53

Item #20.C.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Records Disposition Forms

City Manager's Recommendation:

Approve and authorize staff to dispose of the proposed records listed in the disposition forms subject to final approval by the City Attorney's office.

Administrative Action:

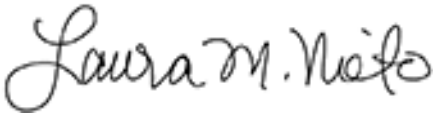
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



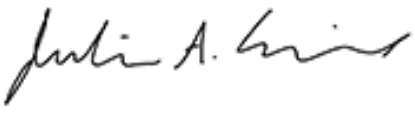
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale and its agencies have an obligation to maintain and store records in accordance with government laws and regulations, and accepted records management practices. A retention schedule is the city's legal authority to dispose of records that no longer have administrative, legal,

fiscal, or historical value and are eligible for destruction by law.

On January 20, 2024, the City Council / Successor Agency / Housing Authority and Reclamation Authority adopted Joint Resolution No. 2024-03-3480, approving a citywide records retention schedule. Government Code Section 34090 provides a procedure whereby City records which have served their purpose and are no longer required may be destroyed with the approval by resolution of the legislative body.

In accordance with the Joint Resolution, staff has prepared the attached disposition forms listing city records that no longer have administrative, legal, fiscal, or historical value and are eligible for destruction. The City Attorney's office will review the final list of records for compliance with the adopted retention schedules.

It would now be appropriate for the City Council to approve the attached disposition forms, subject to final approval by the City Attorney's office.

Fiscal Impact:

None

Attachments:

1. Administration
2. Administration - City Clerk
3. Community Development - Business License
4. Community Development - Code Enforcement
5. Finance
6. Human Resources
7. Public Services - Recreation
8. Resolution No. 2024-03-3480 Records Retention Schedule

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Administration/Community Development/Human Resources		

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-06-02	Senior Housing Program - Unsuccessful applicants	7/21/2014	7/20/2018	AT+2	1/1/2021
2	01-05-02	626 Golden Streets Event (FTIP No. LA0G113 and CFDA No 20,205) - invoices, payroll records, vendor invoices	3/8/2016	4/10/2017	AFP+5	1/1/2023
3	07-04-03	Renaissance Faire	4/1/2006	5/13/2019	AC+2	1/1/2022
4	01-05-02	San Gabriel River Beautification and Environmental Enhancement Project Grant No. 58E4-03-2041	10/11/2001	5/10/2012	AFP+5	1/1/2018
5	06-07-04	Resident Benefit Information - guides, plan documents, service reports, correspondences	11/22/1988	12/16/2019	CY+2	1/1/2022
6	01-01-09	Budget Workpapers - City Manager/Administration/Housing	7/1/2016	6/30/2021	CY+2	1/1/2024
7						
8	07-06-05	First Time Homebuyers - Manning II Housing Project (Peppertree Lane, Martinez St, Calle del Sur, Sabre Lane, Calle Breceda, Central St) copies of subordination agreements, option to purchase, notice of default; Home Purchase Program binder; Priority List	7/25/1996	8/18/2016	AFP+4	1/1/2021
9	07-06-05	First Time Homebuyers - Housing Project (Central St., Peppertree Lane, Ruelas, Park Rose, Fraijo Ave) copies of subordination agreements, option to purchase, notice of default; Home Purchase Program binder; Priority List, applicant information	10/22/1987	9/15/1998	AFP+4	1/1/2023
10	01-03-02	2020 Census Information	1/1/2020	7/31/2020	CY+2	1/1/2023
11						
12						
13						
14						
15						
16						

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Administration/Community Development/Human Resources		

ONLY PLACE RECORDS SERIES WITH THE SAME RETENTION PERIOD IN A BOX! Place one copy of this form on top of the files in the box, forward one copy to the City Clerk's Office, and maintain a copy for your reference. The City Clerk's Office will assign the final box number and return a final copy of the form to you.

Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Administration / City Clerk		

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	01.01.02	External Chron Files for the City Clerk's office	1/1/1998	12/31/2008	CY+2	9/30/2024
2	01.01.02	External Chron Files for the City Clerk's office	1/1/2015	12/31/2017	CY+2	9/30/2024
3	02.04.02	Municipal Elections (General) - EC 17000(a)(1) Roster of Voters	7/1/2011	11/30/2015	AC+5	9/30/2024
4	02.04.02	Municipal Elections (General) - EC 17200 (a) - Initiative Petition for Reliance II SP	11/8/2017	11/8/2017	AC+8 MOS	9/30/2024
5	01.06.04	Bids - Unsuccessful (Electronic Content Management 2017)	5/1/2017	5/1/2017	CY+2	9/30/2024
6	02.02.03	Agenda Packets	1/1/1998	12/31/1998	CY+2	9/30/2024
7	02.02.03	Agenda Packets	1/1/2003	12/31/2004	CY+2	9/30/2024
8	02.03.03	Agenda Packets	1/1/2008	12/31/2013	CY+2	9/30/2024
9	02.04.04	Candidate Filing forms & Nomination Documents (candidate statements, unsuccessful)	7/1/2011	12/31/2011	AT+4	9/30/2024
10	01.01.03	Internal Chron Files for the City Clerk's office	1/1/2012	12/31/2012	CY+2	9/30/2024
11	01.01.03	Internal Chron Files for the City Clerk's office	1/1/1998	12/312003	CY+2	9/30/2024

ONLY PLACE RECORDS SERIES WITH THE SAME RETENTION PERIOD IN A BOX! Place one copy of this form on top of the files in the box, forward one copy to the City Clerk's Office, and maintain a copy for your reference. The City Clerk's Office will assign the final box number and return a final copy of the form to you.

Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-BL Division		

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1						
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The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-BL Division		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-05-02	#006461 Security Bank of California- Business License File	12/1/2011	6/30/2013	AT+4	6/30/2017
18	07-05-02	#006711Upvel-Business License File	1/1/2013	6/30/2013	AT+4	6/30/2017
19	07-05-02	#001714 Ramos Paradise Nursery-Business License File	8/10/1998	5/29/2019	AT+4	5/29/2023
20	07-05-03	#003691 Russel Construction-Contractor File	4/1/2002	8/22/2019	AC+4	8/22/2023
21	07-05-02	#006362 Skull Technolofy-Business License File	7/8/2011	6/30/2012	AT+4	6/30/2016
22	07-05-02	#006389 Education Management Systems III- Business License File	8/9/2011	7/1/2018	AT+4	7/1/2022
23	07-05-02	#006396 EAOS Technical Services & Assembly Inc-Business License File	6/11/2011	6/30/2016	AT+4	6/30/2020
24	07-05-02	#006721 Solar Vast-Business License File	1/24/2013	6/30/2015	AT+4	6/30/2019
25	07-05-02	#006893 The Vape Den-Business License File	11/2/2013	6/30/2015	AT+4	6/30/2019
26	07-05-02	#004217 The Processors Mailing Inc- Business License File	7/1/2002	6/30/2015	AT+4	6/30/2019
27	07-05-02	#007705 California Eye Management Services, LP- Business License File	9/30/2016	11/2/2018	AT+4	11/2/2022
28	07-05-02	#005761 Calmat Co.-Business License File	10/28/2009	6/1/2019	AT+4	6/1/2023
29	07-05-02	#003756 Dessin Fournir-Business License File	12/1/2002	4/19/2019	AT+4	4/19/2023
30	07-05-02	#006244 Aic&S, Inc. DBA Ams Hme-Business License File	4/7/2011	6/30/2017	AT+4	6/30/2021
31	07-05-02	#007270 Cooler Depot- Business License File	7/1/2015	2/24/2020	AT+4	2/24/2024
32	07-05-02	#004860 Crown Tear-Off & Disposal Inc- Business License File	8/8/2006	11/29/2018	AT+4	11/29/2022
33	07-05-02	#005371 Joseph McCann, Inc- Business License File	3/1/2008	5/29/2019	AT+4	5/29/2023
34	07-05-02	#001443 Jazdinlee, Inc.- Business License File	8/4/1997	6/30/2014	AT+4	6/30/2018
35	07-05-02	#001911 Lyman Products Corporation- Business License File	6/2/1999	6/30/2014	AT+4	6/30/2018
36	07-05-02	#005318 Pacific Western Bank- Business License File	5/10/2006	10/25/2013	AT+4	10/25/2017
37	07-05-02	#006263 Planetary Distribution- Business License File	4/26/2011	6/30/2017	AT+4	6/30/2021
38	07-05-02	#004183 Public Private Ventures- Business License File	10/20/1993	10/9/2017	AT+4	10/9/2021
39	07-05-02	#006824 Saigon Kitchen Noodles & Rice- Business License File	6/1/2013	6/5/2017	AT+4	6/5/2021
40	07-05-02	#004999 Chang Thai- Business License File	1/2/2007	4/17/2019	AT+4	4/17/2023
41	07-05-02	#005296 Champion Cargo Services- Business License File	7/1/2007	6/30/2011	AT+4	6/30/2015
42	07-05-02	#007968 Cars In Action- Business License File	7/6/2017	6/30/2019	AT+4	6/30/2023
43	07-05-02	#005163 Cars Imports Dismantling-Business License File	5/1/2007	6/30/2014	AT+4	6/30/2018
44	07-05-02	#006954 Ed's Motorcycles- Business License File	1/8/2014	6/30/2015	AT+4	6/30/2019

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Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development		

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-02	16014 Adelante Street, Suite C	9/15/2005	10/3/2005	AC+2	9/1/2024
2	07-04-02	16014 Adelante Street, Unit B	3/26/2007	4/27/2007	AC+2	9/1/2024
3	07-04-02	16000 Block Adelante Street	9/20/2005	1/3/2012	AC+2	9/1/2024
4	07-04-02	16018 Adelante Street, #C	9/27/2000	8/23/2010	AC+2	9/1/2024
5	07-04-02	16018 Adelante Street, Suite A	5/15/2002	1/5/2012	AC+2	9/1/2024
6	07-04-02	16018 Adelante Street Unit D	5/1/2008	6/3/2009	AC+2	9/1/2024
7	07-04-02	16019 Adelante Street	7/27/2005	12/8/2011	AC+2	9/1/2024
8	07-04-02	16021 Adelante Street	9/3/2009	8/11/2010	AC+2	9/1/2024
9	07-04-02	16022 Adelante Street	9/13/2001	8/16/2010	AC+2	9/1/2024
10	07-04-02	4224 Alderson Avenue	6/6/2000	2/23/2011	AC+2	9/1/2024
11	07-04-02	4342 Alderson Avenue	6/1/2000	10/15/2001	AC+2	9/1/2024
12	07-04-02	2430 Alice Rodriguez Circle	7/6/2017	5/2/2018	AC+2	9/1/2024
13	07-04-02	2437 Alice Rodriguez Circle	3/30/2014	9/30/2014	AC+2	9/1/2024
14	07-04-02	2470 Alice Rodriguez Circle	4/6/2009	4/7/2009	AC+2	9/1/2024
15	07-04-02	2477 Alice Rodriguez Circle	6/6/2011	7/12/2011	AC+2	9/1/2024
16	07-04-02	2401 Alice Rodriguez Circle	6/6/2011	6/22/2011	AC+2	9/1/2024

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Destruction Approval:

Dept. Manager / Director: _____ Date: _____

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Community Development		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-02	2402 Alice Rodriguez Circle	6/6/2011	6/23/2011	AC+2	9/1/2024
18	07-04-02	5105 Allen Drive	8/16/2014	8/19/2014	AC+2	9/1/2024
19	07-04-02	5121 Allen Drive	3/13/2007	1/7/2010	AC+2	9/1/2024
20	07-04-02	5125 Allen Drive	12/11/2001	10/11/2025	AC+2	9/1/2024
21	07-04-02	5129 Allen Drive	10/27/2003	11/17/2003	AC+2	9/1/2024
22	07-04-02	5131 Allen Drive	1/1/2007	1/11/2007	AC+2	9/1/2024
23	07-04-02	5147 Allen Drive	6/20/2000	11/14/2006	AC+2	9/1/2024
24	07-04-02	5137 Allen Drive	6/20/2000	7/18/2000	AC+2	9/1/2024
25	07-04-02	5157 Allen Drive	6/20/2000	10/11/2000	AC+2	9/1/2024
26	07-04-02	739 Alpha Street	3/7/2017	4/3/2018	AC+2	9/1/2024
27	07-04-02	739A Alpha Street	2/23/2017	2/23/2017	AC+2	9/1/2024
28	07-04-02	797 Alpha Street	4/21/2015	5/22/2016	AC+2	9/1/2024
29	07-04-02	Arrow Highway and 605 Freeway	9/17/2014	9/23/2014	AC+2	9/1/2024
30	07-04-02	4th Street and Arrow Highway	7/15/2004	7/19/2004	AC+2	9/1/2024
31	07-04-02	SEC Arrow Highway/Arrow Highway & 605 Freeway	1/7/2004	5/9/2012	AC+2	9/1/2024
32	07-04-02	1151 W. Arrow Highway	8/16/2011	10/10/2012	AC+2	9/1/2024
33	07-04-02	1200 Block of Arrow Highway	9/6/2011	2/27/2012	AC+2	9/1/2024
34	07-04-02	1245 Arrow Highway	2/14/2001	4/23/2012	AC+2	9/1/2024
35	07-04-02	1270 E. Arrow Highway	4/14/2010	8/9/2010	AC+2	9/1/2024
36	07-04-02	1380 Arrow Highway	9/3/2008	10/20/2008	AC+2	9/1/2024
37	07-04-02	1414 Arrow Highway	8/2/2012	10/30/2013	AC+2	9/1/2024
38	07-04-02	1422 Arrow Highway	6/29/2000	12/18/2012	AC+2	9/1/2024
39	07-04-02	1400-1430 Arrow Highway	11/19/2003	6/27/2012	AC+2	9/1/2024
40	07-04-02	1400, 1408 & 1410 Arrow Highway	6/1/2000	6/1/2021	AC+2	9/1/2024
41	07-04-02	1412 Arrow Highway	4/10/2001	2/5/2004	AC+2	9/1/2024
42	07-04-02	1424 Arrow Highway	8/30/2012	10/11/2012	AC+2	9/1/2024
43	07-04-02	1426 Arrow Highway	9/21/2010	3/2/2011	AC+2	9/1/2024
44	07-04-02	1428 Arrow Highway	1/31/2018	3/1/2018	AC+2	9/1/2024

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1	07-04-02	1430 Arrow Highway	8/1/2017	12/17/2018	AC+2	9/1/2024
2	07-04-02	1438 Arrow Highway	6/1/2000	9/24/2012	AC+2	9/1/2024
3	07-04-02	1438 Arrow Highway, Suite I	1/31/2018	2/15/2018	AC+2	9/1/2024
4	07-04-02	1442 Arrow Highway, Suites A & B	5/31/2017	8/10/2017	AC+2	9/1/2024
5	07-04-02	1442 Arrow Highway, Suite F	6/15/2016	6/15/2016	AC+2	9/1/2024
6	07-04-02	1442 Arrow Highway, Unit C	5/3/2010	10/21/2011	AC+2	9/1/2024
7	07-04-02	1442 Arrow Highway, Units H-I	8/16/2011	9/13/2011	AC+2	9/1/2024
8	07-04-02	1442 Arrow Highway, Unit J	5/7/2009	9/14/2011	AC+2	9/1/2024
9	07-04-02	1442 Arrow Highway, Unit L	5/17/2011	11/17/2017	AC+2	9/1/2024
10	07-04-02	5268 rivergrade Road	8/17/2011	9/13/2011	AC+2	9/1/2024
11	07-04-02	1442 Arrow Highway	6/5/2000	2/6/2013	AC+2	9/1/2024
12	07-04-02	1600 Block of Arrow Highway	6/19/2000	4/8/2002	AC+2	9/1/2024
13	07-04-02	1600 Block of Arrow Highway	7/12/2005	10/26/2009	AC+2	9/1/2024
14	07-04-02	1620 Arrow Highway	6/19/2000	5/9/2001	AC+2	9/1/2024
15	07-04-02	1640 Arrow Highway	8/16/2011	9/6/2011	AC+2	9/1/2024
16	07-04-02	1630 Arrow Highway	6/19/2000	8/13/2007	AC+2	9/1/2024

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	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-02	1640 Arrow Highway	11/19/2002	8/16/2010	AC+2	9/1/2024
18	07-04-02	1151 E. Arrow Highway	3/29/2005	5/22/2005	AC+2	9/1/2024
19	07-04-02	14205 Arrow Highway	2/2/2010	2/8/2010	AC+2	9/1/2024
20	07-04-02	14618 Arrrow Highway	8/11/2009	8/11/2009	AC+2	9/1/2024
21	07-04-02	14825 Arrow Highway	2/29/2003	6/16/2011	AC+2	9/1/2024
22	07-04-02	2753 Arrow Highway	8/18/2011	9/14/2011	AC+2	9/1/2024
23	07-04-02	5136 Arrow Highway	9/6/2007	9/12/2007	AC+2	9/1/2024
24	07-04-02	14900 Block of Arrow Highway	6/11/2001	3/9/2002	AC+2	9/1/2024
25	07-04-02	15000 Block of Arrow Highway	10/27/2005	6/22/2011	AC+2	9/1/2024
26	07-04-02	15012 Arrow Highway	9/19/2001	9/20/2001	AC+2	9/1/2024
27	07-04-02	15200 Arrow Highway	5/8/2000	9/12/2007	AC+2	9/1/2024
28	07-04-02	15000 Block of Arrow Highway	6/12/2001	10/7/2001	AC+2	9/1/2024
29	07-04-02	15470 Arrow highway	9/19/2001	9/20/2001	AC+2	9/1/2024
30	07-04-02	15499 Arrow Highway	12/26/2001	1/22/2002	AC+2	9/1/2024
31	07-04-02	15501 Arrow Highway	10/25/2001	8/12/2008	AC+2	9/1/2024
32	07-04-02	15507 Arrow Highway	11/8/2005	12/8/2011	AC+2	9/1/2024
33	07-04-02	15509 Arrow Highway	5/2/2005	8/1/2012	AC+2	9/1/2024
34	07-04-02	15515 Arrow Highway	9/16/2002	7/24/2007	AC+2	9/1/2024
35	07-04-02	15519 Arrow Highway	8/28/2008	12/11/2013	AC+2	9/1/2024
36	07-04-02	15529 Arrow Highway	3/6/2003	4/30/2003	AC+2	9/1/2024
37	07-04-02	15531 Arrow Highway	7/12/2002	9/22/2010	AC+2	9/1/2024
38	07-04-02	15533 Arrow Highway	9/3/2008	11/19/2009	AC+2	9/1/2024
39	07-04-02	15534 Arrow Highway	2/24/2010	2/25/2010	AC+2	9/1/2024
40	07-04-02	15536 Arrow Highaway	11/3/2001	2/7/2012	AC+2	9/1/2024
41	07-04-02	15554-15558 Arrow Highway	8/31/2000	1/16/2013	AC+2	9/1/2024
42	07-04-02	15534 Arrow Highway	11/9/2000	3/28/2001	AC+2	9/1/2024
43	07-04-02	15535 Arrow Highway	3/5/2009	8/10/2009	AC+2	9/1/2024
44	07-04-02	15558 Arrow Highway Unit B	1/8/2018	3/28/2018	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

Box Contents Summary:	Confidential?
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1	07-04-02	15545 Arrow Highway	7/27/2000	12/11/2021	AC+2	9/1/2024
2	07-04-02	15554 Arrow Highway	12/26/2000	2/13/2013	AC+2	9/1/2024
3	07-04-02	15560 Arrow Highway	9/6/2000	9/13/2012	AC+2	9/1/2024
4	07-04-02	15562 Arrow Highway	8/31/2000	9/19/2013	AC+2	9/1/2024
5	07-04-02	15563 Arrow Highway	1/5/2010	1/6/2010	AC+2	9/1/2024
6	07-04-02	15568 Arrow Highway	8/25/2011	9/13/2011	AC+2	9/1/2024
7	07-04-02	15600 Arrow Highway	3/1/2001	9/19/2011	AC+2	9/1/2024
8	07-04-02	15601 Arrow Highway	9/28/2005	6/.2/2008	AC+2	9/1/2024
9	07-04-02	15612 Arrow Highway	3/17/2010	9/8/2011	AC+2	9/1/2024
10	07-04-02	15602-15662 Arrow Highway	6/4/2007	9/14/2009	AC+2	9/1/2024
11	07-04-02	15615 Arrow Highhway	7/22/2000	2/11/2002	AC+2	9/1/2024
12	07-04-02	15615 Arrow Highway	7/13/2005	11/27/2013	AC+2	9/1/2024
13	07-04-02	15622 Arrow Highway	4/11/2006	4/19/2006	AC+2	9/1/2024
14	07-04-02	15627 Arrow Highway	10/16/2001	2/8/2010	AC+2	9/1/2024
15	07-04-02	15629 Arrow Highway	10/1/2001	12/17/2013	AC+2	9/1/2024
16	07-04-02	15629 Arrow Highway	8/23/2004	0/23/2008	AC+2	9/1/2024

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17	07-04-02	15636 Arrow Highway	3/4/2008	3/18/2008	AC+2	9/1/2024
18	07-04-02	15648 Arrow Highway	9/5/2012	9/27/2012	AC+2	9/1/2024
19	07-04-02	15700 Arrow Highway	2/8/2006	2/14/2006	AC+2	9/1/2024
20	07-04-02	15709 Arrow Highway	9/3/2008	2/15/2011	AC+2	9/1/2024
21	07-04-02	15710 Arrow Highway	5/12/2008	5/28/2009	AC+2	9/1/2024
22	07-04-02	15715 Arrow Highway	12/20/2000	10/19/2010	AC+2	9/1/2024
23	07-04-02	15622 Arrow Highway	5/23/2005	5/31/2005	AC+2	9/1/2024
24	07-04-02	15646 Arrow Highway	8/5/2009	9/28/2010	AC+2	9/1/2024
25	07-04-02	15648 Arrow Highway	3/4/2008	1/10/2013	AC+2	9/1/2024
26	07-04-02	15662 Arrow Highway	9/21/2005	1/11/2010	AC+2	9/1/2024
27	07-04-02	15660 Arrow Highway	8/16/2005	9/22/2005	AC+2	9/1/2024
28	07-04-02	15662 Arrow Highway	1/19/2005	3/3/2005	AC+2	9/1/2024
29	07-04-02	15700 Block of Arrow Highway	8/6/2001	7/7/2002	AC+2	9/1/2024
30	07-04-02	15642 Arrow Highway	2/22/2005	3/20/2005	AC+2	9/1/2024
31	07-04-02	15705 E. Arrow Highway, Ste. 6A	5/10/2016	526/2016	AC+2	9/1/2024
32	07-04-02	15705 Arrow Highway	5/24/2000	9/19/2013	AC+2	9/1/2024
33	07-04-02	15705 Arrow Highway	10/20/2005	12/19/2013	AC+2	9/1/2024
34	07-04-02	15706 Arrow Highway	3/28/2017	5/21/2018	AC+2	9/1/2024
35	07-04-02	15706 Arrow Highway	3/17/2016	6/15/2016	AC+2	9/1/2024
36	07-04-02	15814 Arrow Highway	11/29/2000	4/4/2011	AC+2	9/1/2024
37	07-04-02	15615 Arrow Highway	11/7/2017	12/4/2017	AC+2	9/1/2024
38	07-04-02	5164 Ayon Avenue	1/14/2009	4/12/2011	AC+2	9/1/2024
39	07-04-02	5367 Ayon Avenue	3/8/2001	5/11/2018	AC+2	9/1/2024
40	07-04-02	5403 Ayon Avenue	5/9/2005	10/21/2010	AC+2	9/1/2024
41	07-04-02	5158 Ayon Avenue	10/8/2007	12/11/2013	AC+2	9/1/2024
42	07-04-02	5159 Ayon Avenue	12/11/2001	12/11/2001	AC+2	9/1/2024
43	07-04-02	5519 Ayon Avenue	7/7/2004	9/13/2012	AC+2	9/1/2024
44	07-04-02	5145 Ayon Avenue	6/11/2002	10/26/2006	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-02	15708 Arrow Highway	6/15/2011	1/30/2013	AC+2	9/1/2024
2	07-04-02	15709 Arrow Highway	5/24/2000	10/30/2012	AC+2	9/1/2024
3	07-04-02	16203-16233 Arrow highway	7/9/2020	1/16/2021	AC+2	9/1/2024
4	07-04-02	5175 Vencent Aveniue	11/3/2020	1/30/2021	AC+2	9/1/2024
5	07-04-02	15702 Arrow Highway,Suite 7	10/22/2020	6/7/2021	AC+2	9/1/2024
6	07-04-02	15875 Arrow Highway	11/16/2005	7/3/2009\6	AC+2	9/1/2024
7	07-04-02	16020 Arrow Highway (Folder 1)	7/3/2000	8/18/2018	AC+2	9/1/2024
8	07-04-02	16020 Arrow Highway (Folder 2)	7/20/2004	1/28/2010	AC+2	9/1/2024
9	07-04-02	16027 Arrow Highway, Suite F	12/18/2014	2/1/2016	AC+2	9/1/2024
10	07-04-02	16028 Arrow Highway	1/3/2001	5/18/2006	AC+2	9/1/2024
11	07-04-02	16029 Arrow Highway #G & #H	2/17/2014	11/26/2014	AC+2	9/1/2024
12	07-04-02	16029 Arrow Highway	7/15/2004	10/10/2012	AC+2	9/1/2024
13	07-04-02	16031 Arrow Highway	5/14/2002	3/13/2013	AC+2	9/1/2024
14	07-04-02	16032-16034 Arrow Highway	7/28/2005	8/17/2011	AC+2	9/1/2024
15	07-04-02	16033 Arrow Highway	3/5/2002	4/7/2021	AC+2	9/1/2024
16	07-04-02	16034 Arrow Highway	9/18/2000	5/3/2010	AC+2	9/1/2024

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Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-02	15710 Arrow Highway	9/5/2012	9/13/2012	AC+2	9/1/2024
18	07-04-02	15712 Arrow Highway	9/12/2006	11/2/2006	AC+2	9/1/2024
19	07-04-02	15715 Arrow Highway	12/13/2005	1/3/2006	AC+2	9/1/2024
20	07-04-02	15716 Arrow Highway	9/30/2010	10/11/2010	AC+2	9/1/2024
21	07-04-02	15744 Arrow Highway	5/3/2000	2/8/2010	AC+2	9/1/2024
22	07-04-02	16023 Arrow Highway	2/10/2010	2/10/2010	AC+2	9/1/2024
23	07-04-02	16024 Arrow Highway	4/19/2004	2/18/2012	AC+2	9/1/2024
24	07-04-02	16026 Arrow Highway	8/3/2006	8/9/2006	AC+2	9/1/2024
25	07-04-02	16027 Arrow Highway #G	10/7/2004	6/30/2015	AC+2	9/1/2024
26	07-04-02	15800 Block of Arrow Highway	8/23/2001	9/6/2001	AC+2	9/1/2024
27	07-04-02	15815 Arrow Highway	8/9/2000	6/17/2010	AC+2	9/1/2024
28	07-04-02	15816 Arrow Highway	2/5/2001	5/2/2011	AC+2	9/1/2024
29	07-04-02	15830 Arrow Highway	11/20/2002	11/27/2002	AC+2	9/1/2024
30	07-04-02	16000 Arrow Highway - Irwindale Plaza	3/2/2015	3/26/2015	AC+2	9/1/2024
31	07-04-02	1600 Block of Irwindale Avenue	6/15/2010	7/7/2010	AC+2	9/1/2024
32	07-04-02	1600 Block of Irwindale Avenue (LA County)	11/1/2005	10/16/2012	AC+2	9/1/2024
33	07-04-02	1610 Arrow Highway	6/7/2000	10/30/2012	AC+2	9/1/2024
34	07-04-02	16010-16038 Arrow Highway	5/4/2015	6/23/2015	AC+2	9/1/2024
35	07-04-02	16029 Arrow Highway, Suite C	5/26/2021	6/1/2021	AC+2	9/1/2024
36	07-04-02	16000 Arrow Highway	2/16/2005	2/18/2010	AC+2	9/1/2024
37	07-04-02	16010 Arrow Highway	10/25/2001	9/27/2012	AC+2	9/1/2024
38	07-04-02	16014 Arrow Highway	1/23/2001	10/30/2012	AC+2	9/1/2024
39	07-04-02	16021-16031 Arrow Highway	6/8/2000	12/16/2013	AC+2	9/1/2024
40	07-04-02	16000-16034 Arrow Highway	10/30/1995	6/12/1996	AC+2	9/1/2024
41	07-04-02	16035 Arrow Highway	6/12/2000	11/22/2002	AC+2	9/1/2024
42	07-04-02	16166 Arrow Highway	11/16/2004	8/11/2010	AC+2	9/1/2024
43	07-04-02	16203 Arrow Highway	10/8/2007	12/9/2007	AC+2	9/1/2024
44	07-04-02	16202 Arrow Highway	5/14/2002	11/21/2013	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

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Community Development-Code Enforcement		

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	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-02	16206 Arrow Highway	6/7/2006	12/13/2006	AC+2	9/1/2024
2	07-04-02	16216 Arrow Highway	6/7/2000	7/23/2002	AC+2	9/1/2024
3	07-04-02	16238 Arrow Highway	11/7/2000	11/27/2002	AC+2	9/1/2024
4	07-04-02	16223 Arrow Highway	6/20/2000	2/4/2003	AC+2	9/1/2024
5	07-04-02	16233 Arrow Highway	6/12/2000	1/25/2010	AC+2	9/1/2024
6	07-04-02	16233 Arrow Highway	5/13/1992	11/9/1999	AC+2	9/1/2024
7	07-04-02	16238 Arrow Highway	9/5/2000	9/28/2009	AC+2	9/1/2024
8	07-04-02	16244 Arrow Highway	2/7/2006	2/1/2015	AC+2	9/1/2024
9	07-04-02	16252 Arrow Highway	10/8/2003	10/11/2012	AC+2	9/1/2024
10	07-04-02	16253 Arrow Highway	5/17/2000	8/11/2010	AC+2	9/1/2024
11	07-04-02	16256 Arrow Highway	9/14/2017	1/28/2020	AC+2	9/1/2024
12	07-04-02	16257 Arrow Highway	1/23/2001	6/21/2007	AC+2	9/1/2024
13	07-04-02	16257 1/2 Arrow Highway	6/18/2002	6/25/2002	AC+2	9/1/2024
14	07-04-02	16258 Arrow Highway	8/26/2010	9/29/2010	AC+2	9/1/2024
15	07-04-02	16300 Arrow Highway, Unit T	5/11/2004	4/21/2013	AC+2	9/1/2024
16	07-04-02	16300 Arrow Highway, Suite P	8/20/2015	6/22/2016	AC+2	9/1/2024

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The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records		Retention Period	Calculated Destruction Date
			From Date	To Date		
17	07-04-02	16300 Arrow Highway, Unit V	5/14/2002	10/22/2013	AC+2	9/1/2024
18	07-04-02	16321 Arrow Highway	1/3/2001	2/12/2014	AC+2	9/1/2024
19	07-04-02	16331 Arrow Highway	2/13/2008	5/18/2011	AC+2	9/1/2024
20	07-04-02	16336 Arrow Highway	3/16/2004	10/15/2012	AC+2	9/1/2024
21	07-04-02	16343 Arrow Highway	1/11/2005	6/27/2011	AC+2	9/1/2024
22	07-04-02	16359 Arrow Highway	7/12/2001	2/25/2013	AC+2	9/1/2024
23	07-04-02	16200-16300 Arrow Highway	6/20/2000	5/24/2010	AC+2	9/1/2024
24	07-04-02	16300 Arrow Highway, Unit C	2/26/2004	5/4/2004	AC+2	9/1/2024
25	07-04-02	16300 Arrow Highway	5/3/2001	7/15/2008	AC+2	9/1/2024
26	07-04-02	16300 Arrow Highway, Unit N	12/3/2003	12/8/2003	AC+2	9/1/2024
27	07-04-02	Avenida Barbosa and Alpha Street	1/20/2011	11/21/2013	AC+2	9/1/2024
28	07-04-02	16009 Avenida Padilla	5/25/2016	6/8/2016	AC+2	9/1/2024
29	07-04-02	16103 Avenida Padilla	6/3/2010	11/2/2010	AC+2	9/1/2024
30	07-04-02	5467 Ayon Avenue	4/30/2018	5/30/2018	AC+2	9/1/2024
31	07-04-02	5610 Ayala Avenue	10/28/2004	10/31/2012	AC+2	9/1/2024
32	07-04-02	5620 Ayala Avenue	11/6/2007	1/16/2008	AC+2	9/1/2024
33	07-04-02	5630 Ayala Avenue	12/4/2014	1/22/2015	AC+2	9/1/2024
34	07-04-02	5670 Ayala Avenue	9/29/2010	11/5/2011	AC+2	9/1/2024
35	07-04-02	5700 Ayala Avenue	11/25/2010	7/11/2012	AC+2	9/1/2024
36	07-04-02	5700 Ayala Avenue	7/8/2008	10/31/2012	AC+2	9/1/2024
37	07-04-02	5710 Ayala Avenue	12/26/2002	8/302010	AC+2	9/1/2024
38	07-04-02	5730 Ayala Avenue	8/12/2004	8/19/2009	AC+2	9/1/2024
39	07-04-02	5750 Ayala Avenue	12/1/2005	12/13/2005	AC+2	9/1/2024
40	07-04-02	5760 Ayala Avenue	11/12/2012	1/16/2013	AC+2	9/1/2024
41	07-04-02	5801 Ayala Avenue	9/16/2003	10/27/2009	AC+2	9/1/2024
42	07-04-02	5145 Ayon Avenue	6/11/2002	10/26/2006	AC+2	9/1/2024
43	07-04-02	5158 Ayon Avenue	10/8/2007	12/11/2013	AC+2	9/1/2024
44	07-04-02	5159 Ayon Avenue	12/11/2001	12/12/2001	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

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Community Development-Code Enforcement		

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	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-02	5220 4th Street Ste. 11	6/8/2017	6/23/2017	AC+2	9/1/2024
2	07-04-02	5220 4th Street Ste.16&17	2/20/2018	8/13/2018	AC+2	9/1/2024
3	07-04-02	5220 4th Street Ste. 28	6/19/2018	1/27/2020	AC+2	9/1/2024
4	07-04-02	16238 Arrow Highway	9/23/2015	8/14/2019	AC+2	9/1/2024
5	07-04-02	16244 Arrow Highway	5/4/2016	8/24/2016	AC+2	9/1/2024
6	07-04-02	16252 Arrow Highway	2/15/2017	4/19/2017	AC+2	9/1/2024
7	07-04-02	16300 Arrow Highway Unit P	11/14/2019	2/5/2020	AC+2	9/1/2024
8	07-04-02	16258 Arrow Highway	12/12/2019	9/15/2021	AC+2	9/1/2024
9	07-04-02	16300 Arrow Highway Ste. B	8/23/2022	8/24/2022	AC+2	9/1/2024
10	07-04-02	16321 Arrow Highway	11/3/2015	2/4/2016	AC+2	9/1/2024
11	07-04-02	16331 Arrow Highway	8/7/2019	8/20/2019	AC+2	9/1/2024
12	07-04-02	16009 Avenida Padilla	12/5/2018	1/10/2019	AC+2	9/1/2024
13	07-04-02	16147 Avenida Padilla	7/21/2015	8/21/2015	AC+2	9/1/2024
14	07-04-02	16336 Arrow Highway	11/1/2000	4/21/2011	AC+2	9/1/2024
15	07-04-02	5600 & 5670 Ayala Avenue	9/24/2019	6/30/2021	AC+2	9/1/2024
16	07-04-02	5650 & 5750 Ayala Avenue	11/29/2018	6/5/2019	AC+2	9/1/2024

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The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records		Retention Period	Calculated Destruction Date
			From Date	To Date		
17	07-04-02	5700 Ayala Avenue	6/18/2015	7/18/2015	AC+2	9/1/2024
18	07-04-02	5720 Ayala Avenue	11/19/2018	12/18/2018	AC+2	9/1/2024
19	07-04-02	5403 Ayon Avenue	2/8/2021	4/6/2021	AC+2	9/1/2024
20	07-04-02	5010 Azusa Canyon Road	1/9/2020	7/6/2020	AC+2	9/1/2024
21	07-04-02	5114 Azusa Canyon Road	6/15/2017	7/3/2017	AC+2	9/1/2024
22	07-04-02	3813 Durbin Street	8/1/2016	8/31/2016	AC+2	9/1/2024
23	07-04-02	5459 Diaz Street	2/8/2016	3/18/2016	AC+2	9/1/2024
24	07-04-02	15855 Edna Place Unit 1	1/27/2021	6/10/2021	AC+2	9/1/2024
25	07-04-02	15855 Edna Place Unit 12	11/28/2018	1/16/2019	AC+2	9/1/2024
26	07-04-02	2076 Central Avenue #J	6/15/2015	12/5/2018	AC+2	9/1/2024
27	07-04-02	4938 Azusa Canyon Road	5/2/2002	3/2/2004	AC+2	9/1/2024
28	07-04-02	4846 Azusa Canyon Road	5/15/2006	3/5/2007	AC+2	9/1/2024
29	07-04-02	4946 Azusa Canyon Road	3/21/2006	8/30/2007	AC+2	9/1/2024
30	07-04-02	4418 Azusa Canyon Road	4/18/2002	5/29/2002	AC+2	9/1/2024
31	07-04-02	4712 Azusa Canyon Road	10/24/2001	2/17/2003	AC+2	9/1/2024
32	07-04-02	4832 Azusa Canyon Road	10/7/2003	1/28/2009	AC+2	9/1/2024
33	07-04-02	4848 Azusa Canyon Road	9/18/2002	3/7/2013	AC+2	9/1/2024
34	07-04-02	4900 Azusa Canyon Road	11/28/2000	9/17/2002	AC+2	9/1/2024
35	07-04-02	4832 Azusa Canyon Road	12/5/2000	6/9/2009	AC+2	9/1/2024
36	07-04-02	1400 Arrow Highway	8/9/2001	11/20/2013	AC+2	9/1/2024
37	07-04-02	1440 Arrow Highway	1/30/2002	12/16/2013	AC+2	9/1/2024
38	07-04-02	4900 Azusa Canyon Road	8/23/2005	3/21/2012	AC+2	9/1/2024
39	07-04-02	4938 Azusa Canyon Road	7/26/2004	8/22/2011	AC+2	9/1/2024
40	07-04-02	4906 Azusa Canyon Road	10/10/2000	10/4/2012	AC+2	9/1/2024
41	07-04-02	49926 Azusa Canyon Road	9/27/2004	11/12/2009	AC+2	9/1/2024
42	07-04-02	4954 Bock of Azsua Canyon Road	8/10/2000	1/10/2013	AC+2	9/1/2024
43	07-04-02	5108 Azusa Canyon Road	8/22/2000	2/27/2011	AC+2	9/1/2024
44	07-04-02	5010 Azusa Canyon Road	8/7/2001	5/13/2010	AC+2	9/1/2024

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1	07-04-02	5106 Azusa Canyon Road	9/4/2008	2/10/2011	AC+2	9/1/2024
2	07-04-02	5114 Azusa Canyon Road	8/11/2012	12/11/2012	AC+2	9/1/2024
3	07-04-02	5116 Azusa Canyon Road	4/6/2002	6/11/2010	AC+2	9/1/2024
4	07-04-02	5110 Azusa Canyon Road	10/13/2003	4/5/2007	AC+2	9/1/2024
5	07-04-02	5110 Azusa Canyon Road	8/22/2000	4/28/2010	AC+2	9/1/2024
6	07-04-02	Baca Street	1/6/2014	1/31/2014	AC+2	9/1/2024
7	07-04-02	4816 Baca Street	3/20/2006	5/18/2009	AC+2	9/1/2024
8	07-04-02	4817 Baca Street	6/14/2010	6/15/2010	AC+2	9/1/2024
9	07-04-02	4820 Baca Street	5/20/2002	2/8/2013	AC+2	9/1/2024
10	07-04-02	4820 Baca Street	8/15/2001	8/7/2003	AC+2	9/1/2024
11	07-04-02	4832 Baca Street	8/29/2005	1/25/2006	AC+2	9/1/2024
12	07-04-02	4826 Baca Street	11/5/2003	7/18/2011	AC+2	9/1/2024
13	07-04-02	2842 Baca Street	2/9/2006	1/27/2008	AC+2	9/1/2024
14	07-04-02	Avenida Barbosa and Alpha Street	2/24/2011	12/19/2012	AC+2	9/1/2024
15	07-04-02	2390 Bateman Avenue	3/30/2010	2/24/2011	AC+2	9/1/2024
16	07-04-02	2391 Bateman Avenue	1/12/2010	4/13/2010	AC+2	9/1/2024

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	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-02	2392 S. Bateman Avenue	12/17/2003	10/20/2009	AC+2	9/1/2024
18	07-04-02	2393 Bateman Avenue	1/12/2006	1/12/2006	AC+2	9/1/2024
19	07-04-02				AC+2	9/1/2024
20	07-04-02				AC+2	9/1/2024
21	07-04-02				AC+2	9/1/2024
22	07-04-02				AC+2	9/1/2024
23	07-04-02				AC+2	9/1/2024
24	07-04-02				AC+2	9/1/2024
25	07-04-02				AC+2	9/1/2024
26	07-04-02				AC+2	9/1/2024
27	07-04-02				AC+2	9/1/2024
28	07-04-02				AC+2	9/1/2024
29	07-04-02				AC+2	9/1/2024
30	07-04-02				AC+2	9/1/2024
31	07-04-02				AC+2	9/1/2024
32	07-04-02				AC+2	9/1/2024
33	07-04-02				AC+2	9/1/2024
34	07-04-02				AC+2	9/1/2024
35	07-04-02				AC+2	9/1/2024
36	07-04-02				AC+2	9/1/2024
37	07-04-02				AC+2	9/1/2024
38	07-04-02				AC+2	9/1/2024
39	07-04-02				AC+2	9/1/2024
40	07-04-02				AC+2	9/1/2024
41	07-04-02				AC+2	9/1/2024
42	07-04-02				AC+2	9/1/2024
43	07-04-02				AC+2	9/1/2024
44	07-04-02				AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-02	4858 Azusa Canyon Road #D	11/19/2019	7/23/2020	AC+2	9/1/2024
2	07-04-02	4954 Azusa Canyon Road	12/18/2004	1/27/2015	AC+2	9/1/2024
3	07-04-02	5102 Azusa Canyon Road	4/9/2002	11/5/2013	AC+2	9/1/2024
4	07-04-02	5521 Ayon Avenue	12/22/2004	12/6/2010	AC+2	9/1/2024
5	07-04-02	5523 Ayon Avenue	6/15/2004	11/20/2012	AC+2	9/1/2024
6	07-04-02	Azusa Canyon Road & Olive Street	4/15/2004	6/8/2004	AC+2	9/1/2024
7	07-04-02	1500 Block Azusa Canyon Road	8/4/2005	7/18/2005	AC+2	9/1/2024
8	07-04-02	4400 Block, Azusa Canyon Road	6/9/2005	1/16/2007	AC+2	9/1/2024
9	07-04-02	4414 Azusa Canyon Road	4/18/2002	2/23/2010	AC+2	9/1/2024
10	07-04-02	4416 N. Azusa Canyon Road	8/19/2004	2/10/2009	AC+2	9/1/2024
11	07-04-02	4548 Azusa Canyon Road	8/19/2004	12/11/2013	AC+2	9/1/2024
12	07-04-02	4800 Azusa Canyon Road	10/3/2013	10/21/2013	AC+2	9/1/2024
13	07-04-02	2393 Bateman Avenue	1/6/2021	1/20/2021	AC+2	9/1/2024
14	07-04-02	2399 Bateman Avenue	10/9/2019	3/8/2021	AC+2	9/1/2024
15	07-04-02	2393 Buena Vista Street (Folder 1)	11/25/2015	9/1/2016	AC+2	9/1/2024
16	07-04-02	2387 Buena Vista Street	5/2/2012	11/28/2016	AC+2	9/1/2024

ONLY PLACE RECORDS SERIES WITH THE SAME RETENTION PERIOD IN A BOX! Place one copy of this form on top of the files in the box, forward one copy to the City Clerk's Office, and maintain a copy for your reference. The City Clerk's Office will assign the final box number and return a final copy of the form to you.

Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-02	2393 Buena Vista Street (Folder 2)	11/8/2018	1/13/2020	AC+2	9/1/2024
18	07-04-02	2398 Bateman Avenue	2/12/2020	2/25/2020	AC+2	9/1/2024
19	07-04-02	2511 Bateman Avenue	7/6/2020	8/10/2020	AC+2	9/1/2024
20	07-04-02	2350 Central Avenue (Folder 1)	11/30/2020	5/5/2021	AC+2	9/1/2024
21	07-04-02	2350 Central Avenue (Folder 2)	8/20/2019	8/26/2019	AC+2	9/1/2024
22	07-04-02	2356 Central Avenue	11/28/2018	1/7/2019	AC+2	9/1/2024
23	07-04-02	16015 Central Street (Folder 1)	7/20/2015	3/15/2016	AC+2	9/1/2024
24	07-04-02	16015 Central Street (Folder 2)	1/7/2016	1/19/2016	AC+2	9/1/2024
25	07-04-02	15622 Cypress Street	4/11/2016	4/11/2016	AC+2	9/1/2024
26	07-04-02	1500 Crestfield Drive	11/30/2020	6/14/2017	AC+2	9/1/2024
27	07-04-02	15999 Cypress Avenue	10/2/2014	12/2/2020	AC+2	9/1/2024
28	07-04-02	2088 Central Avenue, Unit B (Folder 1)	6/1/2017	6/1/2017	AC+2	9/1/2024
29	07-04-02	2250 Central Avenue	2/27/2019	3/18/2019	AC+2	9/1/2024
30	07-04-02	2300 Central Avenue, Unit F/G/H/I	10/1/2019	9/5/2019	AC+2	9/1/2024
31	07-04-02	2310 E. Central Avenue, #11	6/1/2017	6/1/2017	AC+2	9/1/2024
32	07-04-02	2088 Central Avenue, Unit B (Folder 2)	11/7/2018	1/30/2020	AC+2	9/1/2024
33	07-04-02	6625 N. Calle Eva Miranda	11/18/2019	11/20/2019	AC+2	9/1/2024
34	07-04-02	2084 Central Avenue, Unit C	6/1/2017	6/1/2017	AC+2	9/1/2024
35	07-04-02	2084 Central Avenue, Unit D	11/14/2018	8/13/2019	AC+2	9/1/2024
36	07-04-02	2393 Bateman Avenue	4/11/2006	10/1/2007	AC+2	9/1/2024
37	07-04-02	2393 Bateman Avenue	10/3/2017	12/11/2017	AC+2	9/1/2024
38	07-04-02	2397 Bateman Avenue	8/4/2003	8/21/2003	AC+2	9/1/2024
39	07-04-02	2398 Bateman Avenue	11/3/2003	12/12/2013	AC+2	9/1/2024
40	07-04-02	2399 Bateman Avenue	3/21/2008	12/17/2013	AC+2	9/1/2024
41	07-04-02	2400 Bateman Avenue	8/2/2000	4/6/2001	AC+2	9/1/2024
42	07-04-02	1401 Buena Vista	3/26/1999	6/8/1999	AC+2	9/1/2024
43	07-04-02	Brroks Drive/605 Freeway	1/3/2014	3/10/2014	AC+2	9/1/2024
44	07-04-02	15837 Business Center Drive	7/31/2001	3/20/2013	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

Box Contents Summary:	Confidential?
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	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-02	15845 Business Center Drive	6/1/2005	12/6/2012	AC+2	9/1/2024
2	07-04-02	15845 Business Center Drive	5/3/2007	6/28/2007	AC+2	9/1/2024
3	07-04-02	15849 Business Center Drive	6/1/2005	6/2/2005	AC+2	9/1/2024
4	07-04-02	15854 Business Center Drive	3/3/2004	7/27/2010	AC+2	9/1/2024
5	07-04-02	15857 Business Center Drive	7/8/2004	7/20/2004	AC+2	9/1/2024
6	07-04-02	15858 Business Center Drive	8/27/2007	10/1/2007	AC+2	9/1/2024
7	07-04-02	15831 Buisness Center Drive	4/30/2001	6/13/2001	AC+2	9/1/2024
8	07-04-02	2240 Buena Vista Street	8/31/2004	2/1/2006	AC+2	9/1/2024
9	07-04-02	2250 Buena Vista Street	8/31/2004	10/4/2004	AC+2	9/1/2024
10	07-04-02	2381 Buena Vista Street	5/31/2007	10/17/2011	AC+2	9/1/2024
11	07-04-02	2385 Buena Vista Street	1/18/2007	3/1/2011	AC+2	9/1/2024
12	07-04-02	2385 Buena Vista Street	1/17/2017	3/2/2017	AC+2	9/1/2024
13	07-04-02	2387 Buena Vista Street	10/15/2020	12/15/2020	AC+2	9/1/2024
14	07-04-02	2395 & 2397 Buena Vista Street	2/20/2002	1/12/2011	AC+2	9/1/2024
15	07-04-02	2400 Block & 2393 Buena Vista Street	8/24/2005	3/13/2010	AC+2	9/1/2024
16	07-04-02	2455 Buena Vista Street	3/21/2006	3/31/2006	AC+2	9/1/2024

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Destruction Approval:

Dept. Manager / Director: _____ Date: _____

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City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

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The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-02				AC+2	9/1/2024
18	07-04-02				AC+2	9/1/2024
19	07-04-02				AC+2	9/1/2024
20	07-04-02				AC+2	9/1/2024
21	07-04-02				AC+2	9/1/2024
22	07-04-02				AC+2	9/1/2024
23	07-04-02				AC+2	9/1/2024
24	07-04-02				AC+2	9/1/2024
25	07-04-02				AC+2	9/1/2024
26	07-04-02				AC+2	9/1/2024
27	07-04-02				AC+2	9/1/2024
28	07-04-02				AC+2	9/1/2024
29	07-04-02				AC+2	9/1/2024
30	07-04-02				AC+2	9/1/2024
31	07-04-02				AC+2	9/1/2024
32	07-04-02				AC+2	9/1/2024
33	07-04-02				AC+2	9/1/2024
34	07-04-02				AC+2	9/1/2024
35	07-04-02				AC+2	9/1/2024
36	07-04-02				AC+2	9/1/2024
37	07-04-02				AC+2	9/1/2024
38	07-04-02				AC+2	9/1/2024
39	07-04-02				AC+2	9/1/2024
40	07-04-02				AC+2	9/1/2024
41	07-04-02				AC+2	9/1/2024
42	07-04-02				AC+2	9/1/2024
43	07-04-02				AC+2	9/1/2024
44	07-04-02				AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

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	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-03	SEP 10-25 - Volunteer Floats Decorating Event	12/14/2010	12/31/2010	AC+2	9/1/2024
2	07-04-03	SEP 10-24 - The Ken Block Gymkhana Invitiational	12/2/2010	12/4/2010	AC+2	9/1/2024
3	07-04-03	SEP 10-23 - Southern California Confederation of Clubs - Cancelled Event	11/15/2010	1/15/2011	AC+2	9/1/2024
4	07-04-03	SEP 10-22 - Toys for Tots Car Show & Drag Race	11/24/2010	12/18/2010	AC+2	9/1/2024
5	07-04-03	SEP 10-21 - Mooneyes Christmas Party/Car Show	11/23/2010	12/11/2010	AC+2	9/1/2024
6	07-04-03	SEP 10-20 - Kaiser Permanente Family Day Float Viewing	11/9/2010	12/11/2010	AC+2	9/1/2024
7	07-04-03	SEP 10-19 - Irwindale Swap Meet	11/4/2010	11/21/2010	AC+2	9/1/2024
8	07-04-03	SEP 10-18 - Hot VW's Drag Day	10/7/2010	10/31/2010	AC+2	9/1/2024
9	07-04-03	SEP 10-17 - Formula Drift Pro Championships	9/23/2010	10/9/2010	AC+2	9/1/2024
10	07-04-03	SEP 10-16 - Truckin For Kids	9/20/2010	10/24/2010	AC+2	9/1/2024
11	07-04-03	SEP 10-15 - Classic Car and Parts Sales/Car Show Event	9/14/2010	9/19/2010	AC+2	9/1/2024
12	07-04-03	SEP 10-14 - Irwindale Swap Meet	7/26/2010	8/1/2010	AC+2	9/1/2024
13	07-04-03	SEP 10-13 - Mooneyes Summer Party/Car Show	7/14/2010	7/18/2010	AC+2	9/1/2024
14	07-04-03	SEP 10-12 - AMVETS/VIETNAM VETS M.C	7/7/2010	9/20/2010	AC+2	9/1/2024
15	07-04-03	SEP 10-11- Irwindale Educational Foundation Fundraiser	7/1/2010	7/16/2010	AC+2	9/1/2024
16	07-04-03	SEP 10-10 - Hauler Parade	6/29/2010	7/2/2010	AC+2	9/1/2024

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The City of Irwindale

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Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-03	SEP 10-09 - SCE FCU Car Sale	6/22/2010	7/17/2010	AC+2	9/1/2024
18	07-04-03	SEP 10-08 - B&K Electric Wholesale Open House & Ribbon Cutting Ceremony	6/16/2010	6/23/2010	AC+2	9/1/2024
19	07-04-03	SEP 10-07 - XDL 4-LA	5/26/2010	6/19/2010	AC+2	9/1/2024
20	07-04-03	SEP 10-06 - Our Lady of Guadalupe Church Annual Fiesta	5/12/2010	6/6/2010	AC+2	9/1/2024
21	07-04-03	SEP 10-05 - Asian Pacific Islander Celebration-SCE	5/3/2010	5/7/2010	AC+2	9/1/2024
22	07-04-03	SEP 10-04 - VW Drag Day	2/24/2010	3/14/2010	AC+2	9/1/2024
23	07-04-03	SEP 10-03 - Xtreme Drift Circuit	2/15/2010	3/22/2010	AC+2	9/1/2024
24	07-04-03	SEP 10-02 - Black History Month Event - SCE	1/19/2010	2/5/2010	AC+2	9/1/2024
25	07-04-03	SEP 10-01 - SCEFCU Grand Opening	1/11/2010	1/18/2010	AC+2	9/1/2024
26	07-04-03	SEP 07-21 - Mooneyes Christmas Party Car Show	10/29/2007	12/8/2007	AC+2	9/1/2024
27	07-04-03	SEP 11-25 - Girl Scouts	11/16/2011	12/10/2011	AC+2	9/1/2024
28	07-04-03	SEP 11-24 - Mooneyes Christmas Party	11/9/2011	12/10/2011	AC+2	9/1/2024
29	07-04-03	SEP 11-23 - Float Viewing	11/3/2011	12/31/2011	AC+2	9/1/2024
30	07-04-03	SEP 11-22 - Kaiser Family Day-Fiesta Floats	10/31/2011	12/10/2011	AC+2	9/1/2024
31	07-04-03	SEP 11-21 - Hot VW Drag Day	10/1/2011	10/31/2011	AC+2	9/1/2024
32	07-04-03	SEP 11-20 - Edison Safety Fair	9/22/2011	9/30/2011	AC+2	9/1/2024
33	07-04-03	SEP 11-19 - Drift motor-sport event and car show	9/19/2011	10/8/2011	AC+2	9/1/2024
34	07-04-03	SEP 11-18 - Dubfest Media	9/7/2011	9/11/2011	AC+2	9/1/2024
35	07-04-03	SEP 11-17 - Classic Car and Parts Sales/Car Show	9/7/2011	10/2/2011	AC+2	9/1/2024
36	07-04-03	SEP 11-16 - Police Exposition and Family Security Show	9/6/2011	10/9/2011	AC+2	9/1/2024
37	07-04-03	SEP 11-15 - Truckin for Kids	8/24/2011	9/25/2011	AC+2	9/1/2024
38	07-04-03	SEP 11-14 - Strictly Family Car Show	8/15/2011	8/21/2011	AC+2	9/1/2024
39	07-04-03	SEP 11-13 - Irwindale Education Foundation Fundraiser/Miller Coors	7/12/2011	7/15/2011	AC+2	9/1/2024
40	07-04-03	SEP 11-12 - West Custom Rigs	6/7/2011	6/19/2011	AC+2	9/1/2024
41	07-04-03	SEP 11-11 - Annual Fiesta Celebration	5/18/2011	6/5/2011	AC+2	9/1/2024
42	07-04-03	SEP 11-10 - Classic Car and Parts Sales/Car Show	5/5/2011	5/15/2011	AC+2	9/1/2024
43	07-04-03	SEP 11-09 - Asian Pacific Islander Celebration Event-SCE	4/28/2011	5/6/2011	AC+2	9/1/2024
44	07-04-03	SEP 11-08 - Global RallyCross Championship Round 1	3/24/2011	3/26/2011	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

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1	07-04-03	SEP 11-06 - SCE FCU Car Sale	3/15/2011	4/16/2011	AC+2	9/1/2024
2	07-04-03	SEP 11-05 - 25th Anniversary Celebration event	3/15/2011	4/29/2011	AC+2	9/1/2024
3	07-04-03	SEP 11-04 - Los Angeles Spring Fair Event	2/24/2011	4/17/2011	AC+2	9/1/2024
4	07-04-03	SEP 11-03 - VW Drag Day	2/23/2011	3/13/2011	AC+2	9/1/2024
5	07-04-03	SEP 11-02 - Black History Month - SCE	2/1/2011	2/4/2011	AC+2	9/1/2024
6	07-04-03	SEP 11-01 - Xtreme Drift Circuit	1/27/2011	3/12/2011	AC+2	9/1/2024
7	07-04-03	SEP 2005 - Renaissance Pleasure Faire	3/1/2005	5/22/2005	AC+2	9/1/2024
8	07-04-03	SEP 06-20 - Irwindale Speedway Fireworks Car Parade	6/16/2020	7/4/2020	AC+2	9/1/2024
9	07-04-03	SEP 05-20 - Santa Fe Damn Margarita Run	1/21/2020	2/29/2020	AC+2	9/1/2024
10	07-04-03	SEP 04-20 - Renaissance Pleasure Faire	2/25/2020	5/17/2020	AC+2	9/1/2024
11	07-04-03	SEP 03-20 - Hot VWs Drag Day	2/24/2020	3/15/2020	AC+2	9/1/2024
12	07-04-03	SEP 02-20 - Our Lady of Guadalupe Annual Fiesta	2/19/2020	4/26/2020	AC+2	9/1/2024
13	07-04-03	SEP 01-2020 - The Mayhem Show	1/23/2020	4/18/2020	AC+2	9/1/2024
14	07-04-03	SEUP 01-2020 - City of Hope Temporary Parking	7/15/2020	8/1/2022	AC+2	9/1/2024
15	07-04-03	SEP 11-2021 - Irwindale Tours	12/6/2021	12/31/2021	AC+2	9/1/2024
16	07-04-03	SEP 10-2021 - Church Festival	10/13/2021	11/13/2021	AC+2	9/1/2024

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The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	07-04-02	Individual File Folder or Summary Folder Description	Dates of Records From Date	To Date	Retention Period	Calculated Destruction Date
17	07-04-03	SEP 09-2021 - Formula Drift Pro Championship	10/5/2021	10/23/2021	AC+2	9/1/2024
18	07-04-03	SEP 08-2021 - Hot VWs Drag Day	10/5/2021	10/31/2021	AC+2	9/1/2024
19	07-04-03	SEP 07-2021 - E-Waste Recycling Event - City/Chamber event	8/23/2021	9/26/2021	AC+2	9/1/2024
20	07-04-03	SEP 06-2021 - Feast of Our Lady of Guadalupe	8/25/2021	12/12/2021	AC+2	9/1/2024
21	07-04-03	SEP 05-2021 - Hot VWs Drag Day	7/19/2021	8/22/2021	AC+2	9/1/2024
22	07-04-03	SEP 04-2021 - The Mayhem Show	8/7/2021	8/28/2021	AC+2	9/1/2024
23	07-04-03	SEP 03-2021 - Eucharistic Procession	6/14/2021	6/20/2021	AC+2	9/1/2024
24	07-04-03	SEP 02-2021 - Truckin for Kids Inc.	6/1/2021	9/19/2021	AC+2	9/1/2024
25	07-04-03	SEP 01-2021 - Hot VWs Bug-In #45	6/3/2021	6/20/2021	AC+2	9/1/2024
26	07-04-02	16053 Calle De Paseo	8/30/2016	10/5/2016	AC+2	9/1/2024
27	07-04-02	16000 Foothill Blvd.	7/11/2017	5/21/2018	AC+2	9/1/2024
28	07-04-02	4828 4th Street	12/2/2019	1/16/2020	AC+2	9/1/2024
29	07-04-02	5012 4th Street	9/8/2021	9/28/2021	AC+2	9/1/2024
30	07-04-02	5220 4th Street Ste. 8	1/6/2015	6/1/2016	AC+2	9/1/2024
31	07-04-02	5220 4th Street Ste. 3/7	6/26/2017	5/25/2021	AC+2	9/1/2024
32	07-04-02	5220 4th Street Ste. 15	6/26/2017	9/16/2019	AC+2	9/1/2024
33	07-04-02	5220 4th Street Ste. 24-26	12/2/2019	7/6/2020	AC+2	9/1/2024
34	07-04-02	5220 4th Street Ste. 29	12/2/2019	7/13/2020	AC+2	9/1/2024
35	07-04-02	5263 4th Street	6/28/2017	8/18/2021	AC+2	9/1/2024
36	07-04-02	5263 4th Street	2/17/2014	3/17/2024	AC+2	9/1/2024
37	07-04-02	5265 4th Street	6/21/2017	5/6/2021	AC+2	9/1/2024
38	07-04-02	4401 Foxdale Avenue	7/12/2021	8/31/2021	AC+2	9/1/2024
39	07-04-02	4401 Foxdale Avenue	9/10/2014	9/19/2014	AC+2	9/1/2024
40	07-04-02	4656 Fraijo Avenue	9/21/2016	11/14/2016	AC+2	9/1/2024
41	07-04-02	4658 Fraijo Avenue	4/3/2007	4/9/2007	AC+2	9/1/2024
42	07-04-02	4656 Fraijo Avenue	12/11/2001	1/22/2002	AC+2	9/1/2024
43	07-04-02	16102 Gladstone Avenue	10/29/2015	2/25/2016	AC+2	9/1/2024
44	07-04-02	5220 4th Street Ste. 16	3/14/2016	3/14/2016	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-03	SEP 14-19 - Hot VW's Drag Day	10/2/2014	10/26/2014	AC+2	9/1/2024
2	07-04-03	SEP 14-18 - Formula Drift Pro Championship	9/24/2014	10/11/2014	AC+2	9/1/2024
3	07-04-03	SEP 14-17 - 86 Fest	9/11/2014	9/21/2014	AC+2	9/1/2024
4	07-04-03	SEP 14-16 - SCE Hispanic Heritage Customer Appreciation	9/4/2014	9/17/2014	AC+2	9/1/2024
5	07-04-03	SEP 14-15 - Trucking for Kids Truck Drags and Show n Shine	9/3/2014	10/5/2014	AC+2	9/1/2024
6	07-04-03	SEP 14-14 - 39th Annual El Camino Antique and Classic Motorcycle Show	8/20/2014	9/20/2014	AC+2	9/1/2024
7	07-04-03	SEP 14-13 - Airsoft Megastore Summer Warehouse Sale	8/19/2014	9/20/2014	AC+2	9/1/2024
8	07-04-03	SEP 14-12 - Kick-off Chili Grinding Season	8/6/2014	8/23/2014	AC+2	9/1/2024
9	07-04-03	SEP 14-11 - Run or Dye 5k	5/20/2014	5/26/2014	AC+2	9/1/2024
10	07-04-03	SEP 14-10 - Our Lady of Guadalupe Annual Fiesta	4/30/2014	6/1/2014	AC+2	9/1/2024
11	07-04-03	SEP 14-09 - SCE Customer Appreciation Event	4/16/2014	5/2/2014	AC+2	9/1/2024
12	07-04-03	SEP 14-08 - Octane Festival	5/22/2014	6/14/2014	AC+2	9/1/2024
13	07-04-03	SEP 14-07 - Renaissance Pleasure Faire	3/27/2014	5/18/2014	AC+2	9/1/2024
14	07-04-03	SEP 14-06 - Mooneyes Christmas Party	4/15/2014	5/10/2014	AC+2	9/1/2024
15	07-04-03	SEP 14-05 - Bug-In 39	4/7/2014	4/27/2014	AC+2	9/1/2024
16	07-04-03	SEP 14-04 - Hot VW Drag Day	2/11/2014	3/16/2014	AC+2	9/1/2024

ONLY PLACE RECORDS SERIES WITH THE SAME RETENTION PERIOD IN A BOX! Place one copy of this form on top of the files in the box, forward one copy to the City Clerk's Office, and maintain a copy for your reference. The City Clerk's Office will assign the final box number and return a final copy of the form to you.

Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-03	SEP 14-03 - Liquidation Sale	2/11/2014	3/16/2014	AC+2	9/1/2024
18	07-04-03	SEP 14-02 - Black History Event	1/21/2014	2/7/2014	AC+2	9/1/2024
19	07-04-03	SEP 14-01 - Octane Festival	1/8/2014	1/26/2014	AC+2	9/1/2024
20	07-04-03	SEP 13-23 - AYSO Rose Parade Family Day Open House	11/26/2013	11/30/2013	AC+2	9/1/2024
21	07-04-03	SEP 13-22 - Family Day - Kaiser Permanente	11/20/2013	12/14/2013	AC+2	9/1/2024
22	07-04-03	SEP 13-21 - Mooneyes Christmas Party	11/19/2013	12/7/2013	AC+2	9/1/2024
23	07-04-03	SEP 13-20 - Bus Tours at Fiesta Parade Floats	11/19/2013	12/30/2013	AC+2	9/1/2024
24	07-04-03	SEP 13-19 - Hot VW Drag Day	10/14/2013	10/27/2013	AC+2	9/1/2024
25	07-04-03	SEP 13-18 - Formula Drift Pro Championship	9/30/2013	10/12/2013	AC+2	9/1/2024
26	07-04-03	SEP 13-17 - SCE Hispanic Heritage Customer Appreciation	9/25/2013	10/4/2013	AC+2	9/1/2024
27	07-04-03	SEP 13-16 - Irwindale Swap Meet	9/18/2013	9/29/2013	AC+2	9/1/2024
28	07-04-03	SEP 13-15 - Truckin for Kids Truck Drags and Show n Shine	9/9/2013	10/6/2013	AC+2	9/1/2024
29	07-04-03	SEP 13-14 - SCE FCU Used Car Sale	8/5/2013	8/24/2013	AC+2	9/1/2024
30	07-04-03	SEP 13-13 - MillerCoors IEF Fundraiser	7/3/2013	7/19/2013	AC+2	9/1/2024
31	07-04-03	SEP 13-12 - X Games	6/6/2013	8/4/2013	AC+2	9/1/2024
32	07-04-03	SEP 13-11 - Irwindale Swap Meet	6/4/2013	6/30/2013	AC+2	9/1/2024
33	07-04-03	SEP 13-10 - 38th Annual El Camino Antique and Classic Motorcycle Show	6/4/2013	9/7/2013	AC+2	9/1/2024
34	07-04-03	SEP 13-09 - Our Lady of Guadalupe Annual Fiesta	5/15/2013	6/2/2013	AC+2	9/1/2024
35	07-04-03	SEP 13-08 - Antique Nationals-Drag Race	5/1/2013	6/2/2013	AC+2	9/1/2024
36	07-04-03	SEP 13-07 - Gran Fondo Giro d'Italia Bicycle Ride	4/30/2013	6/2/2013	AC+2	9/1/2024
37	07-04-03	SEP 13-06 - SCE Asian American/Pacific Islander Customer Appreciation	4/16/2013	5/3/2013	AC+2	9/1/2024
38	07-04-03	SEP 13-05 - Hot VW Drag Day	4/9/2013	4/28/2013	AC+2	9/1/2024
39	07-04-03	SEP 13-04 - Irwindale Swap Meet	4/9/2013	4/21/2013	AC+2	9/1/2024
40	07-04-03	SEP 13-03 - Hot VW Drag Day	2/19/2013	3/17/2013	AC+2	9/1/2024
41	07-04-03	SEP 13-02 - Irwindale Certified Farmer's Market	2/27/2013	3/28/2013	AC+2	9/1/2024
42	07-04-03	SEP 13-01 - SCE Black History Month	1/15/2013	2/1/2013	AC+2	9/1/2024
43						
44						

The City of Irwindale
Records Transfer & Disposition Form

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	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-03	SEP 12-2016 - 742 RACE.WARS LA	7/12/2016	7/23/2016	AC+2	9/1/2024
2	07-04-03	SEP 11-2016 - Superior Communications Company Picnic	7/14/2016	8/10/2016	AC+2	9/1/2024
3	07-04-03	SEP 10-2016 - High Calibre Parking Lot Sale	7/7/2016	7/29/2016	AC+2	9/1/2024
4	07-04-03	SEP 08-2016 - Overstock Sale	6/8/2016	6/24/2016	AC+2	9/1/2024
5	07-04-03	SEP 07-2016 - Grand opening	5/24/2016	6/4/2016	AC+2	9/1/2024
6	07-04-03	SEP 06-2016 - Our Lady of Guadalupe Annual Fiesta	4/27/2016	6/5/2016	AC+2	9/1/2024
7	07-04-03	SEP 05-2016 - 30 Year Anniversary Event	4/4/2016	4/8/2016	AC+2	9/1/2024
8	07-04-03	SEP 04-2016 - Foothill Federal Credit Union Auto Sale	4/6/2016	5/22/2016	AC+2	9/1/2024
9	07-04-03	SEP 03-2016 - Color Run Fest 5k	4/14/2016	4/23/2016	AC+2	9/1/2024
10	07-04-03	SEP 02-2016 - Renaissance Pleasure Faire	3/21/2016	5/22/2016	AC+2	9/1/2024
11	07-04-03	SEP 01-2016- Hot VW's Drag Day	2/17/2016	3/13/2016	AC+2	9/1/2024
12	07-04-03	City Event - Goldline Grand Opening	3/5/2016	3/5/2016	AC+2	9/1/2024
13	07-04-03	Proposed Medical Marijuana Event at Speedway	3/2/2016	3/28/2016	AC+2	9/1/2024
14	07-04-03	SEP 15-28 - IMC Open House	12/9/2015	12/9/2015	AC+2	9/1/2024
15	07-04-03	SEP 15-27 - Family Day	12/3/2015	12/12/2015	AC+2	9/1/2024
16	07-04-03	SEP 15-26 - Float Viewing	12/3/2015	12/30/2015	AC+2	9/1/2024

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Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	To Date	Retention Period	Calculated Destruction Date
17	07-04-03	SEP 15-25 - Hollywood International Entertainment	11/10/2015	12/30/2015	AC+2	9/1/2024
18	07-04-03	SEP 15-24 - Dubfest Car Show	12/1/2015	12/13/2015	AC+2	9/1/2024
19	07-04-03	SEP 15-23 - Mooneyes Christmas Party	11/4/2015	12/12/2015	AC+2	9/1/2024
20	07-04-03	SEP 15-22 - Neon Run	10/14/2015	11/7/2015	AC+2	9/1/2024
21	07-04-03	SEP 15-21 - Wod for a Cause	10/5/2015	10/31/2015	AC+2	9/1/2024
22	07-04-03	SEP 15-20 - Formula Drift Pro Championship Round 7	9/30/2015	10/10/2015	AC+2	9/1/2024
23	07-04-03	SEP 15-19 - MillerCoors Company Picnic	9/28/2015	10/4/2015	AC+2	9/1/2024
24	07-04-03	SEP 15-18 - Hot VW's Drag Day	10/12/2015	10/25/2015	AC+2	9/1/2024
25	07-04-03	SEP 15-17 - Rosary Rally	9/23/2015	10/10/2015	AC+2	9/1/2024
26	07-04-03	SEP 15-16 - Sunday Fun Day 3	9/9/2015	9/13/2015	AC+2	9/1/2024
27	07-04-03	SEP 15-15 - SCE Hispanic Heritage Customer Appreciation- Cancelled	9/17/2015	10/2/2015	AC+2	9/1/2024
28	07-04-03	SEP 15-14 - Foothill Gold Line Station Dedication	8/20/2015	8/28/2015	AC+2	9/1/2024
29	07-04-03	SEP 15-13 - 40th Annual El Camino Antique & Classic Motorcycle Show	8/27/2015	9/12/2015	AC+2	9/1/2024
30	07-04-03	SEP 15-12 - Miller 2015 Fiesta	8/18/2015	8/29/2015	AC+2	9/1/2024
31	07-04-03	SEP 15-11 -Truckin for Kids Truck Drags and Show n Shine	9/16/2015	9/27/2015	AC+2	9/1/2024
32	07-04-03	SEP 15-10 - 742RACE.WARSLA	7/20/2015	8/8/2015	AC+2	9/1/2024
33	07-04-03	SEP 15-09 - Hardwood Flooring Liquidation Auction	7/16/2015	8/1/2015	AC+2	9/1/2024
34	07-04-03	SEP 15-08 - Foothill Federal Credit Union Auto Sale	7/7/2015	9/13/2015	AC+2	9/1/2024
35	07-04-03	SEP 15-07 - LA Burn Rally	5/7/2015	5/16/2015	AC+2	9/1/2024
36	07-04-03	SEP 15-05 - Phoenix TV 15th Anniversary	4/2/2015	5/1/2015	AC+2	9/1/2024
37	07-04-03	SEP 15-04 - Our Lady of Guadalupe Annual Fiesta	4/22/2015	5/31/2015	AC+2	9/1/2024
38	07-04-03	SEP 15-02 - Hot VW's Drag Day	2/24/2015	3/15/2015	AC+2	9/1/2024
39	07-04-03	SEP 15-01 - Black History Event	1/14/2015	2/6/2015	AC+2	9/1/2024
40	07-04-03	SEP 14-24 - Bus Tours	12/22/2014	12/30/2015	AC+2	9/1/2024
41	07-04-03	SEP 14-23 - Run or Dye	11/4/2014	11/9/2014	AC+2	9/1/2024
42	07-04-03	SEP 14-22 - Mooneyes Christmas Party	12/3/2014	12/13/2014	AC+2	9/1/2024
43	07-04-03	SEP 14-21 - MillerCoors Employee Picnic	10/21/2014	10/26/2014	AC+2	9/1/2024
44	07-04-03	SEP 14-20 - Breast Cancer Awareness Zumbathon	10/14/2014	10/19/2014	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

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	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-03	SEP 32-2017 - Pasadena Tournament of Roses VIP Bus Tours- Float Viewing	12/6/2017	12/21/2017	AC+2	9/1/2024
2	07-04-03	SEP 31-2027 - MillerCoors Company Holiday Picnic	11/22/2017	11/30/2017	AC+2	9/1/2024
3	07-04-03	SEP 30-2017- Mooneyes XMAS Party	11/9/2017	12/9/2017	AC+2	9/1/2024
4	07-04-03	SEP 29-2017 - 742 Race.Wars LA	11/7/2017	11/19/2017	AC+2	9/1/2024
5	07-04-03	SEP 28-2017- Our Lady of Guadalupe Church	10/26/2017	11/20/2017	AC+2	9/1/2024
6	07-04-03	SEP 27-2017- Wod For a Cause	10/12/2017	10/29/2017	AC+2	9/1/2024
7	07-04-03	SEP 26-2017 - St. Cyril of Alexandria Coptic Orthodox Church Annual Fiesta	10/4/2017	10/15/2017	AC+2	9/1/2024
8	07-04-03	SEP 25-2017 - E-Waste Event	9/25/2017	10/7/2017	AC+2	9/1/2024
9	07-04-03	SEP 24-2017 - Formula Drift Pro Championship	9/19/2017	10/13/2017	AC+2	9/1/2024
10	07-04-03	SEP 23-2017 - Cars-Net Inc.	9/19/2017	10/21/2017	AC+2	9/1/2024
11	07-04-03	SEP 22-2017 - Night Nation Run	8/22/2017	11/4/2017	AC+2	9/1/2024
12	07-04-03	SEP 21-2017 - Truck War V	8/22/2017	9/17/2017	AC+2	9/1/2024
13	07-04-03	SEP 20-2017 - Truckin For Kids Truck Drags and Show n Shine	8/29/2017	10/8/2017	AC+2	9/1/2024
14	07-04-03	SEP 19-2017 - Superior Communications	8/3/2017	8/16/2017	AC+2	9/1/2024
15	07-04-03	SEP 18-2017 - Bows & Barbell Fitness	7/11/2017	9/16/2017	AC+2	9/1/2024
16	07-04-03	SEP 17-2017 - Miller Solo 2017 Part 2	7/10/2017	8/12/2017	AC+2	9/1/2024

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By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

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The City of Irwindale

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Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-03	SEP 16-2017 - LA Sunday Funday	6/29/2017	7/30/2017	AC+2	9/1/2024
18	07-04-03	SEP 15-2017 - Hope Starts With Us	6/13/2017	6/23/2017	AC+2	9/1/2024
19	07-04-03	SEP 14-2017 - Open House 2017	6/13/2017	10/28/2017	AC+2	9/1/2024
20	07-04-03	SEP 13-2017 - SOLOWS Car Show	5/18/2017	6/10/2017	AC+2	9/1/2024
21	07-04-03	SEP 12-2017 - Miller Solo 2017 Part 1	6/7/2017	6/24/2017	AC+2	9/1/2024
22	07-04-03	SEP 11-2017 - Hot VW's Drag Day	4/20/2017	5/21/2017	AC+2	9/1/2024
23	07-04-03	SEP 10-2017 - Color Fun Fest 5k	4/13/2017	4/29/2017	AC+2	9/1/2024
24	07-04-03	SEP 09-2017 - Our Lady of Guadalupe Annual Fiesta	4/10/2017	6/4/2017	AC+2	9/1/2024
25	07-04-03	SEP 08-2017 - E-Waste Event	4/3/2017	5/13/2017	AC+2	9/1/2024
26	07-04-03	SEP 07-2017 - Los Angeles Tour de Cure	4/10/2017	6/10/2017	AC+2	9/1/2024
27	07-04-03	SEP 05-2017 - Renaissance Pleasure Faire	3/8/2017	5/21/2017	AC+2	9/1/2024
28	07-04-03	SEP 04-2017 - 626 Golden Streets Event	2/7/2017	3/5/2017	AC+2	9/1/2024
29	07-04-03	SEP 03-2017 - 742 RACE.WARS L.A.	2/7/2017	3/4/2017	AC+2	9/1/2024
30	07-04-03	SEP 02-2017 - Hot VW's Drag Day	2/7/2017	3/12/2017	AC+2	9/1/2024
31	07-04-03	SEP 01-2017 - Foothill Federal Creit Union Auto Sale	1/30/2017	3/19/2017	AC+2	9/1/2024
32	07-04-03	SEP 25-2016- Pasadena Tournament of Roses VIP Bus Tours-Float Viewing	12/12/2016	12/31/2016	AC+2	9/1/2024
33	07-04-03	SEP 24-2016- MillerCoors Holiday Picnic	11/28/2016	12/4/2016	AC+2	9/1/2024
34	07-04-03	SEP 23-2016 - Mooneyes Christmas Party	11/16/2016	12/10/2016	AC+2	9/1/2024
35	07-04-03	SEP 22-2016 - Baby Shower on Alice Rodriguerz Circle	10/26/2016	11/12/2016	AC+2	9/1/2024
36	07-04-03	SEP 21-2016 - The Ultimate Wine Run	10/31/2016	11/12/2016	AC+2	9/1/2024
37	07-04-03	SEP 20-2016 - United Way Car Show	10/20/2016	10/22/2016	AC+2	9/1/2024
38	07-04-03	SEP 19-2016 - Our Lady of Guadalupe Church Procession	10/25/2016	12/11/2016	AC+2	9/1/2024
39	07-04-03	SEP 18-2016 - Formula Drift Pro Championship Round 7	9/20/2016	10/8/2016	AC+2	9/1/2024
40	07-04-03	SEP 17-2016 - Pink Patch Project	9/14/2016	10/29/2016	AC+2	9/1/2024
41	07-04-03	SEP 16-2016 - 10 Year Anniversary and U.S. Veteran's Benefit Show	9/12/2016	9/24/2016	AC+2	9/1/2024
42	07-04-03	SEP 15-2016 - Truckin for Kids Truck Drags and Show n Shine	8/25/2016	10/2/2016	AC+2	9/1/2024
43	07-04-03	SEP 14-2016 - Solo Miller 2016 Festival	8/2/2016	8/13/2016	AC+2	9/1/2024
44	07-04-03	SEP 13-2016 - E-Waste Event	7/26/2016	8/6/2016	AC+2	9/1/2024

The City of Irwindale

Records Transfer & Disposition Form

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	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	07-04-03	SEP 22-2018 - Pasadena Tournament of Roses Float Viewing	11/30/2018	12/31/2018	AC+2	9/1/2024
2	07-04-03	SEP 20-2018 - Mooneyes XMAS Party	11/19/2018	12/8/2018	AC+2	9/1/2024
3	07-04-03	SEP 19-2018 - Our Lady of Guadalupe Procession	11/1/2018	12/9/2018	AC+2	9/1/2024
4	07-04-03	SEP 18-2018 - Formula Drift	10/2/2018	10/13/2018	AC+2	9/1/2024
5	07-04-03	SEP 17-2018 - WOD For a Cause	10/16/2018	10/27/2018	AC+2	9/1/2024
6	07-04-03	SEP 16-2018 - Racing Against Bullying	9/13/2018	9/19/2018	AC+2	9/1/2024
7	07-04-03	SEP 15-2018 - St. Cyril Church Annual Fiesta	10/1/2018	10/21/2018	AC+2	9/1/2024
8	07-04-03	SEP 14-2018 - Truckin for Kids Drags and Show & Shine	9/20/2018	10/6/2018	AC+2	9/1/2024
9	07-04-03	SEP 12-2018 - Los Angeles Tour de Cure	9/12/2018	10/14/2018	AC+2	9/1/2024
10	07-04-03	SEP 11-2018 - Miller Solo 2018 Conciertos Originales	8/15/2018	9/1/2018	AC+2	9/1/2024
11	07-04-03	SEP 10-2018 - Bows & Barbell Fitness	8/20/2018	9/22/2018	AC+2	9/1/2024
12	07-04-03	SEP 09-2018 - TITAN GAMES filming/Tio Productions	7/30/2018	9/21/2018	AC+2	9/1/2024
13	07-04-03	SEP 08-2018 - Superior Communications Company Picnic	7/10/2018	8/8/2018	AC+2	9/1/2024
14	07-04-03	SEP 07-2018 - Huy Fong Foods Annual Chili Grinding Open House	7/5/2018	10/13/2018	AC+2	9/1/2024
15	07-04-03	SEP 06-2018 - MotoIQ "The Drift League"	5/3/2018	9/28/2018	AC+2	9/1/2024
16	07-04-03	SEP 05-2018 - Match Race Madness - Steve Sherman, Promoter	5/14/2018	6/23/2018	AC+2	9/1/2024

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Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Community Development-Code Enforcement		

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	07-04-03	SEP 04-2018 - Miller Solo 2018 Concertos Originales	4/23/2018	6/2/2018	AC+2	9/1/2024
18	07-04-03	SEP 03-2018 - Our Lady of Guadalupe Annual Fiesta	4/12/2018	6/2/2018	AC+2	9/1/2024
19	07-04-03	SEP 02-2018 - Renaissance Pleasure Faire	3/13/2018	5/20/2018	AC+2	9/1/2024
20	07-04-03	SEP 01-2018 - Hot VWs Drag Day	2/26/2018	3/25/2018	AC+2	9/1/2024
21	07-04-03	SEP 21-2018 - Clean Culture Party Car Show - CANCELED	11/13/2018	12/15/2018	AC+2	9/1/2024
22	07-04-03	SEP 21-2019 - Tournament of Roses VIP Bus Tours	12/10/2019	12/31/2019	AC+2	9/1/2024
23	07-04-03	SEP 20-2019 - Our Lady of Guadalupe Procession	11/5/2019	12/7/2019	AC+2	9/1/2024
24	07-04-03	SEP 19-2019 - Hot VWs Drag Day	10/24/2019	11/17/2019	AC+2	9/1/2024
25	07-04-03	SEP 18-2019 - Formula Drift Pro Championship	10/7/2019	10/19/2019	AC+2	9/1/2024
26	07-04-03	SEP 17-2019 - St. Cyril Church Festival	10/7/2019	10/20/2019	AC+2	9/1/2024
27	07-04-03	SEP 16-2019 - SoCal Country at the Brewery	8/6/2019	9/7/2019	AC+2	9/1/2024
28	07-04-03	SEP 15-2019 - Bows and Barbells Fitness - CANCELED	7/24/2018	9/14/2019	AC+2	9/1/2024
29	07-04-03	SEP 14-2019 - SoCal Trucking Truck Mayhem	7/16/2019	9/21/2019	AC+2	9/1/2024
30	07-04-03	SEP 13-2019 - Truckin' for Kids	8/20/2019	9/29/2019	AC+2	9/1/2024
31	07-04-03	SEP 12-2019 - Superior Communications/Company Picnic	7/29/2019	7/24/2019	AC+2	9/1/2024
32	07-04-03	SEP 11-2019 - Huy Fong Foods Annual Chili Grinding	6/26/2019	9/28/2019	AC+2	9/1/2024
33	07-04-03	SEP 09-2019 - Miller Solo 2019 Concertos Originales Pt. 2	8/6/2019	8/31/2019	AC+2	9/1/2024
34	07-04-03	SEP 10-2019 - Steady Garage Super Friday Kickback	4/17/2019	5/17/2019	AC+2	9/1/2024
35	07-04-03	SEP 08-2019 - Miller Solo 2019 Concertos Originales	5/6/2019	5/25/2019	AC+2	9/1/2024
36	07-04-03	SEP 07-2019 - Ramona Sanchez - Baptism Block Party	4/9/2019	6/8/2019	AC+2	9/1/2024
37	07-04-03	SEP 06-2019 - Renaissance Pleasure Faire	3/21/2019	5/19/2019	AC+2	9/1/2024
38	07-04-03	SEP 04-2019 - MuscleKingz Car Show & Concert	1/25/2019	6/15/2019	AC+2	9/1/2024
39	07-04-03	SEP 05-2019 - Our Lady of Guadalupe Annual Fiesta	2/12/2019	4/28/2019	AC+2	9/1/2024
40	07-04-03	SEP 03-2019 - SoCal Trucking Truck Mayhem	2/19/2019	4/27/2019	AC+2	9/1/2024
41	07-04-03	SEP 01-2019 - Hot VWs Drag Day	2/13/2019	3/10/2019	AC+2	9/1/2024
42	07-04-03				AC+2	9/1/2024
43	07-04-03				AC+2	9/1/2024
44	07-04-03				AC+2	9/1/2024

Finance Archives - Records Ready to be Destroyed

March 2024

(Total 113 Boxes to be Destroyed)

Record Series (from Retention Schedule)	Box # (NBN = No Box #)	Document Description/ File Title	Date/ Range of Dates	Retention/ Destruction Schedule	Date of Destruction
Accounts Payable	5543	Accounts Payable Files A-B &K	FY 2014-2015	AA+4	6/30/2019
Accounts Payable	5544	Accounts Payable Files B-C (Citrus Valley)	FY 2014-2015	AA+4	6/30/2019
Accounts Payable	5545	Accounts Payable Files C-G	FY 2014-2015	AA+4	6/30/2019
Accounts Payable	5546	Accounts Payable Files H-M	FY 2014-2015	AA+4	6/30/2019
Accounts Payable	5547	Accounts Payable Files N-S (SC Fuels)	FY 2014-2015	AA+4	6/30/2019
Accounts Payable	5548	Accounts Payable Files S-SCE	FY 2014-2015	AA+4	6/30/2019
Accounts Payable	5550	Accounts Payable Files S-Z	FY 2014-2015	AA+4	6/30/2019
Accounts Payable	5503B	Accounts Payable Files A-Bal	FY 2015-2016	AA+4	6/30/2020
Accounts Payable	5504B	Accounts Payable Files Ban-C	FY 2015-2016	AA+4	6/30/2020
Accounts Payable	5505B	Accounts Payable Files D-Ir	FY 2015-2016	AA+4	6/30/2020
Accounts Payable	5506B	Accounts Payable Files Ir-O	FY 2015-2016	AA+4	6/30/2020
Accounts Payable	5507B	Accounts Payable Files P-So	FY 2015-2016	AA+4	6/30/2020
Accounts Payable	5508B	Accounts Payable Files So-V	FY 2015-2016	AA+4	6/30/2020
Accounts Payable	5509B	Accounts Payable Files V-Z	FY 2015-2016	AA+4	6/30/2020
Accounts Payable	5511B	Accounts Payable Files A	FY 2016-2017	AA+4	6/30/2021
Accounts Payable	5512B	Accounts Payable Files B-Ch	FY 2016-2017	AA+4	6/30/2021
Accounts Payable	5513B	Accounts Payable Files Ci-Gz	FY 2016-2017	AA+4	6/30/2021
Accounts Payable	5514B	Accounts Payable Files G-L	FY 2016-2017	AA+4	6/30/2021
Accounts Payable	5515B	Accounts Payable Files M-R	FY 2016-2017	AA+4	6/30/2021
Accounts Payable	5516B	Accounts Payable Files S	FY 2016-2017	AA+4	6/30/2021
Accounts Payable	5517B	Accounts Payable Files So-Z	FY 2016-2017	AA+4	6/30/2021
Accounts Payable	5519B	Accounts Payable Files A-Bank of West	FY 2017-2018	AA+4	6/30/2022
Accounts Payable	5520B	Accounts Payable Files B& B-F	FY 2017-2018	AA+4	6/30/2022
Accounts Payable	5521B	Accounts Payable Files G-L	FY 2017-2018	AA+4	6/30/2022
Accounts Payable	5522B	Accounts Payable Files M-San Gabriel Newspaper	FY 2017-2018	AA+4	6/30/2022
Accounts Payable	5523B	Accounts Payable Files Sakaue, Masataka-Southern California	FY 2017-2018	AA+4	6/30/2022
Accounts Payable	5524B	Accounts Payable Files T-Z	FY 2017-2018	AA+4	6/30/2022
Accounts Payable	5526B	Accounts Payable Files A-Balloons n' More	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	5527B	Accounts Payable Files Ba-Ch	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	5528B	Accounts Payable Files Ga-Gz	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	5529B	Accounts Payable Files Ga-Lincoln Aquatics	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	5530B	Accounts Payable Files Lo-Q	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	5531B	Accounts Payable Files R-Valley County Water	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	5532B	Accounts Payable Files Southern California Edison	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	5533B	Accounts Payable Files Va-Z	FY 2018-2019	AA+4	6/30/2023
Accounts Payable	NBN 1	Travel Files/General Files	FY 2001-2002	AR	
Accounts Payable	NBN 2	Travel Files/General Files	FY 2002-2003	AR	
Accounts Payable	NBN 3	Travel Files/General Files (CM/Council)	FY 2004-2007	AR	
Accounts Payable	5926	Travel Files/General Files	2002-2006	AR	
Accounts Payable	5552	Purchase Orders	FY 2014-2015	AFP+4	6/30/2019
Accounts Payable	5510B	Purchase Orders	FY 2015-2016	AFP+4	6/30/2020
Accounts Payable	5518B	Purchase Orders	FY 2016-2017	AFP+4	6/30/2021
Accounts Payable	5525B	Purchase Orders	FY 2017-2018	AFP +4	6/30/2022
Accounts Payable	5534B	Purchase Orders A-Z	FY 2018-2019	AFP +4	6/30/2023
Accounts Receivable	5501B	Deposits	FY 2015-2016	AA+4	6/30/2020
Accounts Receivable	5462	Cash Receipts	FY 2014-2015	AA+4	6/30/2019
Accounts Receivable	5464	Cash Receipts	FY 2015-2016	AA+4	6/30/2020
Accounts Receivable	5465	Cash Receipts	FY 2014-2015	AA+4	6/30/2019
Accounts Receivable	5466	Cash Receipts	FY 2016-2017	AA+4	6/30/2021
Accounts Receivable	5467	Cash Receipts	FY 2015-2016	AA+4	6/30/2020
Accounts Receivable	5468	Accounts Receivable	FY 2016-2017	AA+4	6/30/2021
Accounts Receivable	5469	Accounts Receivable	FY 2017-2018	AA+4	6/30/2022
Accounts Receivable	5470	Cash Receipts	FY 2017-2018	AA+4	6/30/2022
Accounts Receivable	5471	Cash Receipts	FY 2018-2019	AA+4	6/30/2023
Accounts Receivable	5474	Accounts Receivable	FY 2018-2019	AA+4	6/30/2023
Agendas	NBN 4	Agendas	FY 1994-1995		
Auditing	6016	Journal Entries & Year-End Files	FY 2007-2008	AA+2	6/30/2018
Auditing	6601	Year-End Files FY 2009-2010	FY 2009-2010	AA+1	6/30/2011
Auditing	6602	Year-End Files FY 2010-2011	FY 2010-2011	AA+1	6/30/2012
Auditing	6603	Year-End Files FY 2011-2013	FY 2011-2013	AA+1	6/30/2014
Auditing	6604	Year-End Files FY 2013-2014	FY 2013-2014	AA+1	6/30/2015
Auditing	6605	Year-End Files FY 2014-2015	FY 2014-2015	AA+1	6/30/2016
Auditing	6606	Year-End Files FY 2015-2016	FY 2015-2016	AA+1	6/30/2017
Auditing	6607	Year-End Files FY 2016-2017	FY 2016-2017	AA+1	6/30/2018
Auditing	6608	Year-End Files FY 2017-2018	FY 2017-2018	AA+1	6/30/2019
Auditing	6609	Year-End Files FY 2018-2019	FY 2018-2019	AA+1	6/30/2020
Banking & Investing	NBN 5	Bank Reconciliations	1970s	AA+5	6/30/1980
Banking & Investing	5216	Payroll Bank Reconciliations	FY 2008-2014	AA+5	6/30/2019
Banking & Investing	5219	Bank Reconciliations	FY 2013-2014	AA+5	6/30/2019
Banking & Investing	5220	Bank Reconciliations	FY 2014-2015	AA+5	6/30/2020
Banking & Investing	5221	Bank Reconciliations	FY 2015-2016	AA+5	6/30/2021
Banking & Investing	5222	Bank Reconciliations	FY 2015-2016	AA+5	6/30/2021
Banking & Investing	5223	Bank Reconciliations	FY 2016-2017	AA+5	6/30/2022
Banking & Investing	5224	Payroll Bank Reconciliations	FY 2016-2017	AA+5	6/30/2022
Banking & Investing	5225	Bank Reconciliations	FY 2017-2018	AA+5	6/30/2023
Banking & Investing	5226	Payroll Bank Reconciliations	FY 2017-2018	AA+5	6/30/2023
Banking & Investing	5300	Treasurer's Reports/Investment Reports/LAIF Statements	FY 2008-2015	CY+2	6/30/2017
Budgeting	6408	Budget preparation files	FY 2007-2008	AA+4	6/30/2012
Budgeting	6410	Budget preparation files	FY 2009-2010	AA+4	6/30/2014
Budgeting	6412	Budget preparation files	FY 2014-2016	AA+4	6/30/2020
Budgeting	6413	Budget preparation files	FY 2016-2019	AA+4	6/30/2023
Budgeting	5643	Budget Adjustments	FY 2006-2011	AA+4	6/30/2015
Budgeting	5644	Budget Binders/Workpapers-Finance	FY 2011-2013	AA+4	6/30/2017
Budgeting	5645	Budget Binders/Workpapers-Finance	FY 2013-2015	AA+4	6/30/2019
Debt Financing	5103	1987 Irwindale Capital Improvement Revenue Bds & Coorespondece	FY 1979-1987	AFP+10	6/30/1997
Debt Financing	NBN 6	Trustee Statements (Bonds)	FY 1998	AFP+10	6/30/2008
Debt Financing	5718	General Correspondence	FY 1992-2002	AR	6/30/2022
Debt Financing	5910	1996 Sr Ln Tax Allocation bond & CFD #1	FY 1996	AFP+10	6/30/2006
Debt Financing	NBN 7	Trustee Statements	FY 1985-1992	AFP+10	6/30/2002
Financial Reporting	5930	HDL Property Tax Reports	FY 1993-2003	AA+5	6/30/2008
Financial Reporting	5931	HDL Property Tax Reports	FY 2003-2014	AA+5	6/30/2019
Fixed Assets	5630	Fixed Assets & CIP FY 1986-1997	FY 1986-1997	AA+4	6/30/2001

Record Series (from Retention Schedule)	Box # (NBN = No Box #)	Document Description/ File Title	Date/ Range of Dates	Retention/ Destruction Schedule	Date of Destruction				
Fixed Assets	5526	Fixed Assets FY 96/97 - 99/00, FY 00/01 & FY 01/02	FY 1996-2002	AA+4	6/30/2006				
Fixed Assets	5570A	Infrastructure & Capital Improvement Projects	FY 2006-2007	AA+4	6/30/2011				
Fixed Assets	5599A	Fixed Assets FY 04/05 - FY 12/13	FY 2012-2013	AA+4	6/30/2018				
General Accounting Group	NBN 8	General Information & Administration (Tow RFPs)	FY 2001-2008	AR					
General Accounting Group	30	General Information & Administration (Actual Revenues, Aid to Cities, etc.)	FY 1967-1993	AA+4					
General Accounting Group	5932	General Information & Administration (Tow RFPs)	FY 1999-2011	AR					
General Accounting Group	5933	General Information & Administration (Tow RFPs)	FY 2011-2016	AR					
Payroll	6173	Timesheets	FY 2012	AA+6	6/30/2018				
Payroll	6174	Timesheets	FY 2012	AA+6	6/30/2018				
Payroll	6175	Timesheets	FY 2013	AA+6	6/30/2019				
Payroll	6176	Timesheets	FY 2013	AA+6	6/30/2019				
Payroll	6177	Timesheets	FY 2013	AA+6	6/30/2019				
Payroll	6178	Timesheets	FY 2014	AA+6	6/30/2020				
Payroll	6179	Timesheets	FY 2014	AA+6	6/30/2020				
Payroll	6180	Timesheets	FY 2014	AA+6	6/30/2020				
Payroll	6181	Timsheets	FY 2015	AA+6	6/30/2021				
Payroll	6182	Timesheets	FY 2015	AA+6	6/30/2021				
Payroll	6183	Timesheets	FY 2015	AA+6	6/30/2021				
Payroll	6184	Timesheets	FY 2016	AA+6	6/30/2022				
Payroll	6185	Timesheets	FY 2016	AA+6	6/30/2022				
Payroll	6186	Timesheets	FY 2016	AA+6	6/30/2022				

The City of Irwindale

Records Transfer & Disposition Form

RECEIVED
JUL 29 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

Department:	If boxed, User Box ID	City Box Number
Human Resources		

Box Contents Summary:	Confidential?
	Yes

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	06-01-02	Personnel files of part-time Summer Youth Workers	1/1/2009	12/31/2017	AS+6	September 2024
2	06-03-03	Recruitment paper files including job flyers, applications, written exams, assessment exams, interview questions, rating sheets, letters to candidates, eligibility lists, etc.	1/1/2012	12/31/2019	AC+4	September 2024
3	06-03-04	Background Files of Disqualified Candidates	1/1/2013	12/31/2021	AC+2	September 2024
4	06-07-03	Resident ID application forms	1/1/2015	12/31/2021	CY+2	September 2024

ONLY PLACE RECORDS SERIES WITH THE SAME RETENTION PERIOD IN A BOX! Place one copy of this form on top of the files in the box, forward one copy to the City Clerk's Office, and maintain a copy for your reference. The City Clerk's Office will assign the final box number and return a final copy of the form to you.

Destruction Approval:

Dept. Manager / Director: Mary Hall Date: 7/29/24

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

The City of Irwindale

Records Transfer & Disposition Form

Department:	If boxed, User Box ID	City Box Number
Irwindale Recreation	Multiple Boxes	N/A

Box Contents Summary:	Confidential?
	No

	Series Code	Detailed Description of Records to be Destroyed	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
1	10-01-03	Adult Sports Programs: Baseball League, Softball League, Tournament, Coed Softball League - Sign-in Sheets, Rosters, Incident Reports, Receipts, Check Copies, Schedules, etc.	2002	2007	CY+2	2009
2	10-01-03	Adult Sports Programs: S.C.M.A.F. Football Tournament Agendas, Minutes, Waivers, Rosters, Game Schedules	2005	2008	CY+2	2010
3	10-01-03	Youth Sports: Banquet Permission Slips, Evaluation Forms, Cash Receipts	2006	2008	CY+2	2010
4	10-01-03	Youth Sports: Peter Piper Fundraiser Paperwork	2006	2006	CY+2	2008
5	10-01-03	Youth Sports: Basketball & Cheer Banquet Participant Certificates , Rosters, Tournament Packages	2006	2008	CY+2	2010
6	10-01-03	Youth Sports: Munchkin Football Registration Forms, Letters, Snack Bar Schedu	2006	2007	CY+2	2009
7	10-01-03	Youth Sports: Cheer Class Sign-in Sheet, Registration & Banquet Forms	2006	2007	CY+2	2009
8	10-01-03	Youth Sports: Flag Football Call Sheets, Team Roster, Banquet Forms, Volunteer List	2006	2006	CY+2	2008
9	10-01-03	Youth Sports: City of Duarte Flag Football Tournament Information	2007	2007	CY+2	2009
10	10-01-03	Youth Sports: Cheer Competition Registration Forms, Waivers, Information	2006	2007	CY+2	2009
11	10-01-03	Youth Sports: Lil Dunkers & Youth Basketball Roster	2006	2007	CY+2	2009
12	10-01-03	Youth Sports: Irwindale Youth Football and Munchkin Football Coaches Memo	2008	2008	CY+2	2010
13	10-01-03	Youth Sports: Flag Football & Cheer Commitment Fee List	2005	2005	CY+2	2007
14	10-01-03	Youth Sports: Flag Football Team Rosters, Sign-in Sheets	2008	2008	CY+2	2010
15	10-01-03	Youth Sports: Irwindale Warriors, Bruins, Chargers, & Spartans Roster	2008	2008	CY+2	2010
16	10-01-03	Youth Sports: Flag Football Game Schedule, Player Roster	2008	2008	CY+2	2010

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Destruction Approval:

Dept. Manager / Director: _____ Date: _____

By signing above, I, as the Department Manager/Director, declare under penalty of perjury pursuant to the laws of the State of California that there are no litigation holds, pending Public Records Act requests, are not subject to SB1421 or other holds placed on the records proposed for destruction.

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____

Box Destroyed On: _____

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	Dates of Records To Date	Retention Period	Calculated Destruction Date
17	10-01-03	Youth Sports: Flag Football League Forms, Roster	2001	2001	CY+2	2003
18	10-01-03	Youth Sports: Irwindale Basketball Forms, Roster	2006	2006	CY+2	2008
19	10-01-03	Youth Sports: Competition Cheer Uniform Package Form, Paid Fees, Uniform Sizes, Budget Worksheet, Fundraiser Flyer, Fundraisers Sign-up Sheet	2008	2008	CY+2	2010
20	10-01-03	Youth Sports: Irwindale Cheer Competition Dates, Irwindale Cheer Earth Day Fundraiser Volunteer Sign-up List	2009	2009	CY+2	2011
21	10-01-03	Youth Sports: Drill Team Roster, Sign-in Sheets, Receipts, Invoices	1997	2004	CY+2	2006
22	10-01-03	Youth Sports: Whiffle Ball Flyer, T-ball Flyer Forms, Rosters	2003 2006	2003 2007	CY+2	2009
23	10-01-03	Youth Sports: Ballet Folklorico Roster, Sign-in Sheets, Receipts, Invoices, Purchase Orders, Contracts, etc.	1996	2001	CY+2	2003
24	10-01-03	Youth Sports: Volleyball Registration Forms	2007	2007	CY+2	2009
25	10-01-03	Youth Sports: American Youth Football Forms, Flyers, Registration	2007	2007	CY+2	2009
26	10-01-03	Youth Programs/Trips: Build a Bear Party Guest List, Receipts	2005	2008	CY+2	2010
27	10-01-03	Youth Programs/Trips: Kidspace Children's Museum Reservation Proposals, Flyers, Registration	2005	2006	CY+2	2008
28	10-01-03	Youth Programs/Trips: Winter Day Camp Trip Registration Forms	2006	2006	CY+2	2008
29	10-01-11	Youth Trips: Knott's Merry Farm Trip Registration Forms	2006	2006	CY+2	2008
30	10-01-11	Youth Trips: Walt Disney Parks Cost Breakdown for Trip	2005	2005	CY+2	2007
31	10-01-11	Youth Trips: Summer Day Camp Forms, Flyers, Letters, 3-Strike Policy, Attendance Records	2004	2007	CY+2	2009
32	10-01-03	Youth Programs: Tiny Tot Registration Forms, Receipts, Invoices, Purchase Requisitions, Letters, School Supplies Package, Flyers, Incident Reports	2000	2007	CY+2	2009
33	10-01-03	Youth Programs: KidZone After School Program Forms, Waivers, Tutoring Sheet, Leaving/Returning Forms, Sign-in/out Sheets, Contact Information, Staff Weekly Schedule, Extended Care Health Information, Disciplinary Forms, Pick-up Policy, Registration, Medical Information Forms, Contract Agreements, Incident Reports	2003 2014	2009 2014	CY+2	2016
34	10-01-03	Youth Programs: Holidays, Birthdays, Monthly Programs	2002	2009	CY+2	2011
35	10-01-11	Youth Trips: Disney on Ice Field Trip Registration Forms	2006	2006	CY+2	2008
36	10-01-11	Youth Trips: Universal Studios Ticket Confirmation, Forms, Registration, Waivers	2009	2009	CY+2	2011
37	10-01-11	Youth Trips: LA Zoo Ticket Order Form/Receipt	2004 2009	2004 2009	CY+2	2011
38	10-01-11	Youth Trips: Kidspace Children's Museum Visit Confirmation, Registration	2005	2005	CY+2	2007
39	10-01-11	Youth Trips: Adventure City Group Reservations & Receipts	2006	2006	CY+2	2008
40	10-01-11	Youth Trips: Chuck E. Cheese's Receipt/Check Copy/Confirmation	2005	2005	CY+2	2007
41	10-01-11	Youth Trips: Day Camp Folder - Forms, Registration, Waivers	2008	2008	CY+2	2010
42	10-01-11	Youth Trips: Raging Waters Forms, Waivers, Registration	2005	2006	CY+2	2008
43	10-01-11	Youth Trips: Day Camp Cosmic Bowling Flyer	2004	2004	CY+2	2006

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records		Retention Period	Calculated Destruction Date
			From Date	To Date		
45	10-01-11	Youth Trips: Catalina Island Trip Flyer, Registration, Waivers	2003	2003	CY+2	2005
46	10-01-11	Youth Trips: Movies Registration, Waivers	2006	2007	CY+2	2009
47	10-01-11	Youth Trips: Downtown Disney Registration, Waivers	2007	2007	CY+2	2009
48	10-01-11	Youth Trips: Disneyland Forms, Registration, Waivers	2006	2006	CY+2	2008
49	10-01-11	Youth Trips: Boomers & Cosmic Golf Registration, Waivers	2004	2004	CY+2	2006
50	10-01-11	Youth Trips: Universal Studios Registration, Waivers	2004	2004	CY+2	2006
51	10-01-11	Youth Trips: California Adventures Registration, Waivers	2004	2004	CY+2	2006
52	10-01-11	Youth Trips: Knott's Berry Farm Registration, Waivers	2005	2006	CY+2	2008
53	10-01-11	Youth Trips: Speedzone Registration, Waivers	2004	2004	CY+2	2006
54	10-01-04	Youth Classes: Class Sign-in Sheets	2003	2006	CY+2	2008
55	10-01-04	Youth Classes: Instructor Sign-in Sheets	2002	2002	CY+2	2004
56	10-01-04	Youth Classes: Tumbling Class Flyer, Registration, Waivers	2002 2006	2002 2007	CY+2	2004
57	10-01-04	Youth Classes: Hawaiian Dance Class Flyers, Registration, Waivers	2003 2007	2004 2007	CY+2	2009
58	10-01-04	Youth Classes: Children's Arts & Crafts Registration	2000	2001	CY+2	2003
59	10-01-04	Youth Classes: Tap/Ballet Flyer, Registration, Waivers	2007	2007	CY+2	2009
60	10-01-04	Youth Classes: Let's Make Music Flyer, Registration, Waivers	2007	2007	CY+2	2009
61	10-01-04	Youth Classes: Pumpkin Carving Contest Flyer, Registration, Waivers	2006	2007	CY+2	2009
62	10-01-04	Youth Classes: Computer Class Flyers, Registration, Waivers	2006	2007	CY+2	2009
63	10-01-04	Youth Classes: Baby Ballet/Ballet/Jazz/Tap Flyer, Registration, Waivers	2007	2007	CY+2	2009
64	10-01-04	Youth Classes: Arts & Crafts Purchase Orders, Invoices, Receipts, Rosters, Sign-in Sheets, etc.	1996	2002	CY+2	2004
65	10-02-04	Youth Classes: Swimming Lessons Flyer, Registration, Waivers	2007	2007	CY+2	2009
66	10-01-04	Youth Classes: Volleyball Flyer, Registration, Waivers	2002	2002	CY+2	2004
67	10-01-19	Youth Transportation: Bus Pass Registration Forms, Information Packet, Bus Rider List, Bell Schedule, Reminder Information	2002 2015	2009 2015	CY+2	2017
68	10-01-19	Youth Transportation: Las Palmas Bus Riders	2005	2006	CY+2	2008
69	10-01-11	Irwindale Teen Club: Knott's Berry Farm Flyers, Registration, Waivers	2005	2007	CY+2	2009
70	10-01-03	Irwindale Teen Club: Meeting Schedule, Birthday Flyers, Activity Night Flyers, Elections	2006	2008	CY+2	2010
71	10-01-03	Irwindale Teen Club: Members & Address List, Board	1997 2001	1998 2004	CY+2	2006
72	10-01-03	Irwindale Teen Club: Agenda, Summer Fun Flyer	2007	2008	CY+2	2010
73	10-01-03	Irwindale Teen Club: Pot Luck Sign-up Sheet	2008	2008	CY+2	2010
74	10-01-03	Irwindale Teen Club: Event Sign-in Sheet	2008	2008	CY+2	2010
75	10-01-03	Irwindale Teen Club: Teen Choice Awards	2005	2005	CY+2	2007
76	10-01-03	Irwindale Teen Club: Halloween Haunt	2006	2006	CY+2	2008
77	10-01-03	Irwindale Teen Club: Club Event List	2000	2000	CY+2	2003

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records		Retention Period	Calculated Destruction Date
			From Date	To Date		
78	10-01-03	Irwindale Teen Club: Teen Summit Registration Form	2008	2008	CY+2	2010
79	10-01-11	Irwindale Teen Club: Raging Waters Teen Trip Flyer	2009	2009	CY+2	2011
80	10-01-11	Irwindale Teen Club: Disney Trip	2006	2007	CY+2	2009
81	10-01-11	Irwindale Teen Club: City Walk Trip	2004	2004	CY+2	2006
82	10-01-11	Irwindale Teen Club: City Walk Trip	2006	2006	CY+2	2008
83	10-01-11	Irwindale Teen Club: Knott's Scary Farm Trip	2007	2007	CY+2	2009
84	10-01-03	Irwindale Teen Club: Receipts	2000	2000	CY+2	2003
85	10-01-11	Adult/Family Trips: Beach Trip Registration Forms, Waivers	2004	2007	CY+2	2009
86	10-01-11	Adult/Family Trips: Overnight Camping Trip Registration Form	2006	2006	CY+2	2008
87	10-01-11	Adult/Family Trips: UCLA vs. USC Football Game Registration Forms	2006	2006	CY+2	2008
88	10-01-11	Adult/Family Trips: LA Harbor Sportfishing Charter Contract	2003	2003	CY+2	2005
89	10-01-11	Adult/Family Trips: LA Country Fair Flyer, Registration, Waivers	2005	2007	CY+2	2009
90	10-01-11	Adult/Family Trips: San Juan Capistrano Flyer, Registration, Waivers	2006	2006	CY+2	2008
91	10-01-11	Adult/Family Trips: Pirates Dinner Adventure Flyer, Registration, Waivers	2006	2007	CY+2	2009
92	10-01-11	Adult/Family Trips: Deep Sea Fishing Trip Flyer, Registration, Waivers	2005	2005	CY+2	2007
93	10-01-11	Adult/Family Trips: Polynesian Spectacular Flyer, Registration, Waivers	2005	2005	CY+2	2007
94	10-01-11	Adult/Family Trips: Wicked Flyer, Registration, Waivers	2007	2007	CY+2	2009
95	10-01-11	Adult/Family Trips: The Original Joey and Maria's Comedy Wedding Flyer, Registration, Waivers	2006	2006	CY+2	2008
96	10-01-11	Adult/Family Trips: Angeles vs. Yankees Flyer, Registration, Waivers	2004	2004	CY+2	2006
97	10-01-11	Adult/Family Trips: Grease "Its Still the Word" Flyer, Registration, Waivers	2005	2005	CY+2	2007
98	10-01-11	Adult/Family Trips: Price is Right Flyer, Registration, Waivers	2002	2002	CY+2	2004
99	10-01-11	Adult/Family Trips: Culture Clash at the Ford Amphitheater Flyer, Registration, Waivers	2006	2006	CY+2	2008
100	10-01-11	Adult/Family Trips: Movieland Wax Museum Flyer, Registration, Waivers	2002	2002	CY+2	2004
101	10-01-11	Adult/Family Trips: City Walk Flyer, Registration, Waivers	2006	2006	CY+2	2008
102	10-01-11	Adult Classes: Bootcamp Flyer, Registration, Waivers	2006	2006	CY+2	2008
103	10-01-04	Adult Classes: Birthday Dinner Flyer, Registration, Waivers	2007	2007	CY+2	2009
104	10-01-04	Adult Classes: Spanish Lessons Flyer, Registration, Waivers	2007	2007	CY+2	2009
105	10-01-04	Adult Classes: Class Sign-in Sheets	2001	2003	CY+2	2005
106	10-01-04	Adult Classes: Weight Room Towel Sign-in Sheet	2006	2006	CY+2	2009
107	10-01-04	Adult Classes: Fitness Center Sign-in Sheet	2003	2006	CY+2	2004
108	10-01-04	Adult Classes: Instructor Sign-in Sheet	2002	2002	CY+2	2004
109	10-01-04	Adult Classes: Knitting, Crocheting & Embroidery Flyer, Registration	2004	2004	CY+2	2006

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	To Date	Retention Period	Calculated Destruction Date
110	10-01-04	Adult Classes: Intermediate Step Aerobics Flyer, Registration, Waivers	2004	2004	CY+2	2006
111	10-02-04	Adult Classes: Aqua Fitness Flyer, Registration, Waivers	2006	2007	CY+2	2009
112	10-01-04	Adult Classes: Cardio Kick Flyer, Registration, Waivers	2005	2007	CY+2	2009
113	10-01-04	Adult Classes: Hawaiian Dance Flyer, Registration, Waivers	2005	2006	CY+2	2008
114	10-01-04	Adult Classes: Yoga Flyer, Registration, Waivers	2005	2007	CY+2	2009
115	10-01-04	Adult Classes: Physical Conditioning Flyer, Registration, Waivers	2006	2007	CY+2	2009
116	10-01-04	Adult Classes: Step Aerobics Flyer, Registration, Waivers	2001	2001	CY+2	2003
117	10-01-04	Adult Classes: Cardio Dance Registration, Waivers	2007	2007	CY+2	2009
118	10-01-04	Adult Classes: Tole Painting Registration, Waivers	2001	2001	CY+2	2003
119	10-01-04	Adult Classes: Cake Decorating Class Registration, Waivers	2002	2002	CY+2	2004
120	10-01-04	Adult Classes: Hip Hop Dance Registration, Waivers	1999	1999	CY+2	2001
121	10-01-04	Fitness Center Sign in/out Sheets	2000 2005	2001 2005	CY+2	2007
122	10-01-07	Incident Reports	2004	2005	AC+7	2012
123	10-01-15	Facility Rental Agreements	1998 2015	2008 2015	AC+5	2020
124	10-01-12	Special Events: Eggstravaganza Purchase Orders, Receipts, Invoices,	2006	2006	CY+2	2008
125	10-01-12	Special Events: Music in the Park Purchase Orders, Receipts, Invoices, Flyers,	2001	2008	CY+2	2010
126	10-01-12	Special Events: Concert Share Vendor/Band Contact List	2006	2006	CY+2	2008
127	10-01-12	Special Events: Concert Share Agency Contact List	2006	2006	CY+2	2008
128	10-01-12	Special Events: Concert Share Folder	2009	2009	CY+2	2011
129	10-01-12	Special Events: Event Sign-in Sheet	2004	2004	CY+2	2006
130	10-01-12	Special Events: Arts & Crafts Vendors for Christmas Program Forms	2003 2005	2003 2005	CY+2	2005
131	10-01-12	Special Events: Halloween Carnival Purchase Orders, Receipts, Invoices, Flyers, Contracts, Insurance, etc.	1996	2001	CY+2	2003
132	10-01-12	Special Events: 4th of July Purchase Orders, Receipts, Invoices, Flyers, Band/Vendor/Fireworks Contracts, Insurance, Vendor Applications, Health Department Permits, Letters, Faxes, Rental Agreements, etc.	1991	2002	CY+2	2004
133	10-01-12	Special Events: Mexican Independence Day Fiesta Purchase Orders, Receipts, Invoices, Flyers, Mariachi/Vendor Contracts, Insurance Vendor Applications, Health Department Permits, Letters, Faxes, Rental Agreements, etc.	1991	2002	CY+2	2004
134	10-01-12	Special Events: City of Irwindale 40th Anniversary Parade/Car Show Logistics, Letters, Agreements	1997	1997	CY+2	1999
135	10-01-12	Special Events: City of Irwindale 50th Anniversary Parade/Car Show Entries, Pu	2007	2007	CY+2	2009
136	10-01-12	Special Events: Earth Day Celebration Logistics	2007	2007	CY+2	2009
137	10-01-12	Special Events: Christmas Program Logistics	1996	1999	CY+2	2001
138	10-01-12	Special Events: Easter Program Logistics	1999	1999	CY+2	2001
139	10-01-12	Special Events: Talent Show Logistics	1999	1999	CY+2	2001
140	10-01-12	Special Events: Toys for the Children & Car Show Logistics	1999	2000	CY+2	2002

	Series Code	Individual File Folder or Summary Folder Description	Dates of Records From Date	To Date	Retention Period	Calculated Destruction Date
141	10-01-12	Special Events: Veterans Day Ceremony	2007	2007	CY+2	2009
142	10-01-03	Summer Lunch Program: Agreements, District Information, Letters, Claims, Training, Evaluation, Confirmation, Flyers, Approval Package, Reimbursement, Application, Invoices, Meal Count Forms, Daily Meal County Forms, Delivery Forms	2001	2007		
143	10-01-01	Correspondence: Various Invoices, Receipts, Letters, Memos, etc.	1997	2007	AR	2008
144	10-01-01	Fitness Center System Information	1997 2006	2001 2006	AR	2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Albert F. Ambriz, Mayor/Chair

ATTEST:

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

STATE OF CALIFORNIA }

COUNTY OF LOS ANGELES } ss.

CITY OF IRWINDALE }

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

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

Item #20.D.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Resolution and Memorandum of Agreement Between the Cities of Irwindale and Covina to Allow the Sharing of Dispatcher Services

City Manager's Recommendation:

Staff recommends that the City Council approve Resolution 2024-75-3552, authorizing the City Manager to enter into a reciprocal agreement between the Cities of Irwindale and Covina for the sharing of Police Dispatcher personnel, subject to final approval as to form by the City Attorney's Office

Administrative Action:

Submitted / Prepared by:

Chris Hofford, Chief of Police



Reviewed by:

Adrian R. Guerra, City Attorney

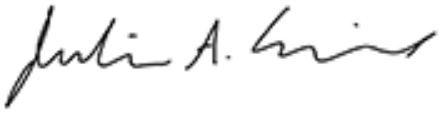


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Providing around-the-clock emergency dispatching services to the community is essential and requires

highly trained personnel to do the job. ln instances where staffing levels fall short due to vacations, sick callouts and training, it is imperative that personnel with the proper dispatching experience be placed in the dispatch positions to provide quality service to the community and emergency personnel.

ln an effort to have a system in place where dispatch personnel can be shared between agencies, the Police Chiefs of Irwindale and Covina have discussed, and recommend, the creation of a formal agreement between the cities whereby each police department may share personnel with the other by means of a reciprocal MOA.

Personnel from Irwindale and Covina share the same records management and computer aided dispatch system, enabling dispatchers from both departments to work at either location. Allowing dispatchers from either police department to work at the other, on an as-needed basis, will ease the burden of dispatchers having to work mandatory overtime, reduce stress levels, and help improve morale.

Staff recommends that the City Council approve Resolution No. 2024-75-3552, authorizing the City Manager to enter into a reciprocal agreement between the Cities of Irwindale and Covina for emergency dispatch personnel.

Fiscal Impact:

The current salary schedule lists the Police Dispatcher/Clerk position's hourly rate for Step E at $34.95, and the newly negotiated labor contract increases that amount to $36.69 - $39.50 (for the three (3) year term of the new contract.) The overtime rate for that same period will range from $55.04 - $59.25.

The Fiscal Year 2024-2025 Adopted Budget includes funding for three (3) full-time (2080 hours) vacant Police Dispatcher/Clerk positions.

This agreement allows each city to be reimbursed at a rate of $58.50 per hour for a maximum amount not-to-exceed $30,000, which in essence means a maximum of 512 hours, from the date of execution till January 1, 2026. Sufficient funding is available in the current budget to cover this amount for when the service is requested.

Attachments:

1. Memorandum of Agreement
2. RESOLUTION NO 2024-75-3552 approving IRW-Covina Dispatcher MOU(1010409.1)

AGREEMENT
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES
Parties: City of Irwindale and City of Covina

This Agreement for supplemental Law Enforcement services ("Agreement"), entered into this _____ day of _____, 2024 ("Execution Date"), by and between the City of Irwindale,
a California municipal corporation ("Irwindale") and the City of Covina, a California municipal corporation ("Covina"), is made with reference to the following:

RECITALS

WHEREAS, Irwindale is desirous of contracting with Covina for the performance of supplemental law enforcement functions relating to police dispatching services ("Police Dispatch"), this agreement is reciprocating; and

WHEREAS, Covina is desirous of contracting with Irwindale for the performance of supplemental law enforcement functions relating to police dispatching services ("Police Dispatch"), and

WHEREAS, Irwindale is agreeable to rendering such services on the terms and conditions set forth in this Agreement, and

WHEREAS, Covina is agreeable to rendering such services on the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Term.

This Agreement shall have a term ("Term") that begins on the Execution Date and shall remain in effect through January 1, 2026, unless sooner terminated or extended in whole or in part as provided herein.

2. Scope of Services.

2.1 Covina agrees, through its Police Department, to provide supplemental law enforcement services to Irwindale for Police Dispatch as requested by Irwindale. The amount of supplemental law enforcement services provided by Covina to Irwindale shall be subject to availability as determined by Covina in its sole and absolute discretion. Irwindale acknowledges, understands and agrees that Covina may decline to provide supplemental law enforcement services for Police Dispatch based on such determinations of availability. Irwindale shall notify Covina of its anticipated supplemental law enforcement needs for Police Dispatch at least twenty-four (24) hours prior to the date of the Police Dispatch need. Thereafter, Covina will notify Irwindale indicating the amount of supplemental law enforcement services Covina will provide for Police Dispatch along with any other parameters established by the Covina Chief of Police. Covina shall be under no obligation to consider requests for services that have not been requested by Irwindale in a timely manner. Notices provided by Irwindale indicating the type and amount of supplemental

services that will be provided by Covina for Police Dispatch must be authorized by the Chief of Police in order to be valid and binding on Covina.

2.1a Irwindale agrees, through its Police Department, to provide supplemental law enforcement services to Covina for Police Dispatch as requested by Covina. The amount and of supplemental law enforcement services provided by Irwindale to Covina shall be subject to availability as determined by Irwindale in its sole and absolute discretion. Covina acknowledges, understands and agrees that Irwindale may decline to provide supplemental law enforcement services for Police Dispatch based on such determinations of availability. Covina shall notify Irwindale of its anticipated supplemental law enforcement needs for Police Dispatch at least twenty-four (24) hours prior to the date of the Police Dispatch need. Thereafter, Irwindale will notify Covina indicating the amount of supplemental law Enforcement services Irwindale will provide for Police Dispatch along with any other parameters established by the Irwindale Chief of Police. Irwindale shall be under no obligation to consider requests for services that have not been requested by Covina in a timely manner. Notices provided by Covina indicating the type and amount of supplemental services that will be provided by Irwindale for Police Dispatch must be authorized by the Chief of Police in order to be valid and binding on Irwindale.

2.2 Irwindale hereby grants to Covina and its personnel the right to transmit and broadcast communications to the Irwindale Police Department's units via the Irwindale Police Department’s primary dispatch frequency and/or any other law enforcement frequency for which Irwindale is licensed by the Federal Communications Commission.

2.2a Covina hereby grants to Irwindale and its personnel the right to transmit and broadcast communications to the Covina Police Department's units via the Covina Police Department’s primary dispatch frequency and/or any other- law enforcement frequency for

which Covina is licensed by the Federal communications commission.

2.3 Under no circumstances shall Irwindale’s inability or failure to provide supplemental law enforcement services because of an emergency, disaster, or other incident constitute a breach of this Agreement.

2.3a Under no circumstances shall Covina’s inability or failure to provide supplemental law enforcement services because of an emergency, disaster, or other incident constitute a breach of this Agreement.

2.4 Irwindale shall furnish and supply all necessary labor, personnel, equipment and supplies necessary to provide supplemental law enforcement services for Police Dispatching. Notwithstanding the foregoing, the services performed by Irwindale, the discipline of Irwindale dispatchers, and other matters incident to the performance of services, including the control of personnel so employed shall remain with Irwindale and shall be performed pursuant to Irwindale Police Department’s policies and procedures.

2.4a Covina shall furnish and supply all necessary labor, personnel, equipment and supplies necessary to provide supplemental law enforcement services for Police

Dispatching. Notwithstanding the foregoing, the services performed by Covina, the discipline of Covina dispatchers, and other matters incident to the performance of services, including the control of personnel so employed shall remain with Covina and shall be performed pursuant to Covina Police Department's policies and procedures.

2.5 All services shall be performed to the satisfaction of Irwindale.

2.5a All services shall be performed to the satisfaction of Covina.

2.5b Compensation for personnel from Irwindale and Covina will begin the time they arrive at their respective assignment.

3. Personnel.

The classification, approximate numbers of personnel and number of hours shall be determined and mutually agreed upon by the Parties prior to the provision of the requested supplemental law enforcement services.

4. **Compensation**.

Irwindale will compensate Covina for the services performed in an amount not to exceed Thirty Thousand Dollars ($25,000.00) during the Term of this Agreement, and at the billing rate set forth below:

Communications Officer - $58.50 per hour

Covina will compensate Irwindale for the services performed in an amount not to Exceed Thirty Thousand Dollars ($25,000.00) during the Term of this Agreement, and at the billing rate set forth below:

Communications Officer - $58.50 Per hour

5. Administration of Personnel.

Irwindale shall not be liable or legally responsible for the direct payment to any of Covina's personnel for salaries, wages, or other compensation for services performed pursuant to this Agreement or for any claims made by Covina's personnel for personal injuries, including but not limited to Workers' Compensation claims or benefits, arising in connection with services rendered pursuant to this Agreement. All Covina employees who work in conjunction with Irwindale pursuant to this Agreement shall remain employees of Covina and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from Irwindale based on this Agreement. No Covina employees shall become employees of Irwindale.

Covina shall not be liable or legally responsible for the direct payment to any of Irwindale's personnel for salaries, wages, or other compensation for services performed pursuant to this Agreement or for any claims made by Irwindale's personnel for personal injuries, including but not limited to Workers' Compensation claims or benefits, arising in connection with services rendered pursuant to this Agreement. All Irwindale employees who

work in conjunction with Covina pursuant to this Agreement shall remain employees of Irwindale and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from Covina based on this Agreement. No Irwindale employees shall become employees of Covina.

6. Maximum Cost.

The maximum cost for Irwindale's supplemental law enforcement services must not exceed Thirty Thousand Dollars ($25,000.00.) during the term of this Agreement.

The maximum cost for Covina's supplemental law enforcement services must not exceed Thirty Thousand Dollars ($25,000.00.) during the term of this Agreement.

7. Indemnification.

7.1 Covina Indemnification and Hold Harmless

To the fullest extent permitted by law, Covina shall indemnify, defend, and hold harmless Irwindale, its governing body, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Covina's acts and/or omissions arising from and/or relating to this Agreement.

7.2 Irwindale Indemnification and Hold Harmless

To the fullest extent permitted by law, Irwindale shall indemnify, defend, and hold harmless Covina, its governing body, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands. claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Irwindale's acts and/or omissions arising from and/or relating to this Agreement.

7.3 Limitation

The Indemnification and Hold Harmless provisions above shall be limited in duration to the Term of this Agreement. However, each entity's obligation to indemnify, defend, and hold harmless shall apply to any and all injuries, losses, or damages which occur or accrue during the date(s) of service provided for Police Dispatch, but which are reported after this Agreement's ending date.

8. Invoices.

Within forty-five (45) calendar days from each scheduled Police Dispatch event, Irwindale will deliver to Covina an invoice for the services and Covina will pay any undisputed amount within thirty (30) calendar days from the date of Irwindale's invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in Section 9.

Within forty-five (45) calendar days from each scheduled Police Dispatch event, Covina will deliver to Irwindale an invoice for the services and Irwindale will pay any undisputed amount

within thirty (30) calendar days from the date of Covina's invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in Section 9.

9. Notice.

All notices, invoices, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to Covina:
City of Covina Police Department
Attention: Capt. Ric Walczak
444 N. Citrus Avenue
Covina, California 91723

All notices, demands, requests or approvals to Irwindale:
City of Irwindale Police Department
Attention: Capt. John Fraijo
5050 N. Irwindale Ave.
Irwindale, CA 91706

10. Integrated Contract.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by Irwindale and Covina and approved as to form by the City Attorneys for both cities.

11. Insurance.

Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement by purchasing and maintaining for the term of this Agreement a commercial general liability insurance policy, and automobile policy, both with a combined single limit of not less than two million dollars ($2,000,000), which policy shall include or be endorsed to include the other party as an additional insured. The Parties agree to provide evidence of such insurance upon request. Each party shall also carry Worker's Compensation Insurance for its own employees as required by law.

12. Waiver.

A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

13. Default and Termination.

13.1 Failure to Perform

If Irwindale fails or refuses to perform any of the provisions of this Agreement, Covina may immediately terminate this Agreement by written notice to Irwindale.

If Covina fails or refuses to perform any of the provisions of this Agreement, Irwindale may immediately terminate this Agreement by written notice to Covina.

13.2 Option to Terminate for Convenience

A Party to this Agreement may, at its sole discretion and without cause, terminate this Agreement for convenience by giving ten (10) calendar days' prior written notice to the other Party. Upon termination of this Agreement, Covina will pay Irwindale any compensation earned and unpaid up to the effective date of termination.

Equally, upon termination of this Agreement, Irwindale will pay Covina any compensation earned and unpaid up to the effective date of termination.

14. Governing Law.

This Agreement will be interpreted and governed according to the laws of the State of California.

15. Venue and Jurisdiction.

Irwindale and Covina agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, as appropriate. The parties agree that venue exists in either court and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

16. Survival of Provisions and Obligations.

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

This Agreement may be signed in counterpart by each party.

CITY OF IRWINDALE, a Municipal Corporation

By: _____
Julian A. Miranda
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Adrian Guerra
City Attorney

CITY OF COVINA, a Municipal Corporation

By: _____
Chris Marcarello
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
X
City Attorney

RESOLUTION NO. 2024-75-3552

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF IRWINDALE AND COVINA FOR THE SHARING OF POLICE DISPATCH PERSONNEL

WHEREAS, the Irwindale Police Department wishes to provide supplementary dispatcher service to the community; and

WHEREAS, the Police Chiefs of Irwindale and Covina have agreed that sharing their dispatcher personnel with the other agency will benefit both agencies.

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

SECTION 1. The City Council hereby approves of the proposed Memorandum of Understanding, attached hereto as Exhibit "A", and authorizes the City Manager to enter into the proposed agreement, subject to approval as to form by the City Attorney's Office.

SECTION 2. 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 28th day of August, 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. 2024-75-3552 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 28th day of August, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #20.E.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: City Manager Contract Amendment

City Manager's Recommendation:

Adopt Resolution No. 2024-65-3542 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND JULIAN MIRANDA"**

Administrative Action:

Submitted / Prepared by:

Adrian R. Guerra, City Attorney

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Adrian R. Guerra, City Attorney

Background and Analysis:

On January 26, 2022, the City Council adopted Resolution No. 2022-10-3260 entitled, “A Resolution of the City Council of the City of Irwindale Appointing City Manager and Approving City Manager Employment Agreement.”

Julian Miranda was appointed the City Manager for the term of February 14, 2022 to February 13, 2025. In accordance with the City Manager Employment Agreement (“Employment Agreement”)

sections 2.2 and 5.4, the City Council and City Manager agreed to conduct an annual salary review concurrently with an annual performance evaluation to occur within thirty days after each anniversary of the City Manager's appointment.

For the salary review occurring after the first full year of employment, in the event that the City Manager had achieved the goals established for him by the City Council as determined by the City Council in its discretion, the Employment Agreement provided that he would be provided a five percent (5%) base salary increase.

On March 8, 2023, the City Council adopted Resolution No. 2023-22-3400, "A Resolution of the City Council of the City of Irwindale, California, Approving A Salary Increase for the City Manager."

The City Council and City Manager recently conducted a performance review, pursuant to the terms of the Agreement and have jointly agreed to forego a base salary increase for the second full year of employment, as set forth in section 2.2.

Pursuant to section 2.3 of the Agreement, the City Manager is entitled to cost of living adjustments ("COLA") to his salary consistent with the benefits received by the Unclassified Management Employees. Resolution No. 2024-61-3538 adopting Unclassified Management Employees Salary and Benefits is proposed as a separate item for the Council's consideration. The proposed Amendment No. 1 to the City Manager Agreement includes adjustments to the City Manager's salary and benefits as follows:

(i) 5% of Cost of Living Adjustment effective September 1, 2024;
(ii) 10 hours of additional administrative leave;
(iii) a dollar for dollar match of up to $100 per month of Employee's contribution towards the City Authorized Deferred Compensation Plan;
(iv) effective January 1, 2025, an increase in vacation leave cap of 350 hours;
(v) up to 5 working days of bereavement leave (no more than 40 hours of which would be paid); and
(vi) the ability to use up to 40 hours of sick leave as personal leave per calendar year

California Government Code section 54953(c)(3) requires that prior to taking final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits to a local agency executive, the legislative body shall orally report a summary of a recommendation for a final action during the open meeting in which the final action is to be taken. Accordingly, the terms of the City Manager's contract Amendment will be orally summarized at the August 28, 2024 Council meeting

Fiscal Impact:

The total cost of salary and fringe benefit adjustments to the proposed Employment Agreement is $40,240 (General Fund: $22,828, MIF: $17,412). A budget appropriation for FY 2024-25 is not required as amounts were projected in the current fiscal year's budget.

Attachments:

1. Miranda City Manager Contract
2. (IRW) Resolution Approving First Amendment to City Manager - Julian Miranda(1007411.2)

3. (IRW) Amendment No. 1 to City Manager Agreement (Julian Miranda)(1007418.4)

CITY OF IRWINDALE

CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 26th day of January, 2022, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and Julian A. Miranda, an individual ("Employee").

RECITALS

WHEREAS, the City Council now desires to appoint Employee to serve in the position of city manager for the City, which position is prescribed by state law and the City's Charter and Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth in Irwindale Municipal Code Section 2.08.050; and

WHEREAS, Irwindale Municipal Code Section 2.08.020 provides in part that appointments to the position of city manager "shall be made by the council upon the basis of the individual's executive and administrative qualifications, with special reference to his actual experience in, or knowledge of, accepted practices with respect to municipal government;" and

WHEREAS, based on Employee's executive and administrative qualifications and experience in and knowledge of municipal government, the Council desires to employ Employee to serve as the city manager for the City; and

WHEREAS, Employee desires to accept employment as such from City and to perform and assume responsibility for the provision of city manager services to the City and its related agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the City's Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee acknowledges that the assigned duties shall also include services to the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing

Authority, and Reclamation Authority. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of city manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's competitive service system pursuant to Irwindale Municipal Code §2.13.050(F).

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's initial base annual compensation shall be Two Hundred and Sixteen Thousand Seven Hundred and Fifty Two Dollars and No Cents ($216,752.00) annually ("Salary") (equivalent to salary range 88, Step C), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2. For the salary review occurring after Employee's first full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. For the salary review occurring after Employee's second full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. Adjustments in the base salary and/or benefits following Employee's annual performance evaluations shall be at the sole discretion of the City Council.

2.3 Cost of Living Adjustments. Employee shall be entitled to so-called cost of living adjustments ("COLA") to the Salary, as received by Unclassified Management Employees under Resolution 2021-116-3238, A Resolution Adopting A Schedule of Salaries and Benefits for Unclassified Management Employees ("Department Head Benefits Resolution"), as it may be amended from time to time for all Unclassified Management Employees. The COLA, if any, shall be considered separate from the adjustment of Salary based upon Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on February 14, 2022 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on February 13, 2025) and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s) as provided in (a) and (b) below. The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any

rights afforded under City's personnel system or policies, Personnel Rules, and any rights afforded to Employee under the Irwindale Municipal Code (including Chapter 2.08) or under State or Federal law, including Government Code §§ 54950 *et seq.* ("Brown Act"), to any form of pre- or post- discipline or termination hearing, appeal, or other administrative process pertaining to discipline or termination, except as expressly provided in this Agreement and those rights Employee may have under the California or United States constitutions to a name-clearing hearing. Such rights waived include the right under the Brown Act (Government Code §54957(b)) to have complaints or charges against an employee heard in a public session upon Employee's request. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. For the purposes of complying with Irwindale Municipal Code Section 2.08.070, by providing Employee at least thirty (30) days' prior written notice thereof, the City Council may terminate Employee without cause, including based upon management reasons. If the City terminates this Agreement without cause, the City may, in its discretion, place Employee on paid administrative leave until the effective date of his termination. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

3.5 Limitation on Termination Following Election. For the purposes of complying with Irwindale Municipal Code Section 2.08.080, Employee shall not be removed from office, other than for cause as defined in Section 3.4(a) above, during or within a period of thirty (30) days next succeeding any general municipal election held in the City, at which election a member of the City Council is elected. After the expiration of said thirty (30) day period, the City Manager may thereafter be removed without cause as provided in Section 3.4(b).

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his its discretion,

schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Automobile Allowance. City shall provide Employee with a City vehicle, fuel and maintenance, for official and personal use. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.2 Cell Phone. City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.3 Computer Loan Program. If desired by Employee, the City will provide an interest-free loan to Employee for his purchase of computer equipment and software, subject to City Council approval, up to a maximum of $3,000 for the first computer loan and $2,000 every two years thereafter. Any loans shall be repaid by Employee within 24 months, and repayment must be made through payroll deductions on a bi-weekly basis. In the event of termination of this Agreement for any reason, the balance of any loan shall be due immediately to the City as of the effective date of the termination of the Agreement.

6.4 Bilingual Pay. The City shall pay Employee an additional two and one-half percent (2½%) of his Salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees under the Department Head Benefits Resolution, as it may be amended from time to time. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee only in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Employee shall be provided retiree medical consistent with that provided to Unclassified Management Employees hired on or after January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management

Employees under the Department Head Benefits Resolution. Accordingly, retiree medical for Unclassified Management Employees hired on or after January 1, 2011 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 levels 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%

Notwithstanding the foregoing, Employee acknowledges that his hire date for purposes of retiree medical is determined by CalPERS, and that he will be provided retiree medical consistent with CalPERS' determination, and applicable laws and regulations.

Employee shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Six Hundred Dollars ($2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's

participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

6.6 PERS. Employee is believed to be a "classic" member of CalPERS and shall participate in the City's 2% at 55 formula for miscellaneous employees hired on or after January 1, 2011. Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest thirty six (36) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee. Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS.

6.7 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. Employee acknowledges that City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

6.8 Vacation Leave. Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred (300) hours, over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on full-time continuous service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of commencement of full-time continuous employment with the City.

Upon termination from employment with the City, earned and unused vacation hours will be paid to Employee at Employee's base hourly rate of pay then in effect.

6.9 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee's use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

over 950 hours	25% of total sick leave value
571 - 950 days	50% of total sick leave value
1st 570 hours	75% of total sick leave value

Employee must maintain a minimum balance of 80 hours of sick leave after any cash out of sick leave in order to be eligible for cash out of sick leave.

6.10 Elective Cash-out of Vacation and Sick Leave. Elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued vacation or sick leave to be converted, and in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

1. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the end of the calendar year in which Employee wishes to convert such vacation or sick leave.

2. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the calendar year prior to conversion.

3. If Employee fails to submit an election by December 15th of the calendar year prior to the conversion, he will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.

4. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

5. Employee will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

6. Employee may not convert sick leave in an amount that would reduce sick leave balance to less than 80 hours.

6.11 Holidays. Employee shall be entitled to the holidays listed in this Section 6.11 below. In the event the applicable Department Head Benefits Resolution is amended to include additional holidays, then Employee shall be entitled to such additional holidays as provided to Unclassified Management Employees.

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Cesar Chavez Day	March 31
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veteran's Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day After Thanksgiving Day	Fourth Friday in November

11.	Christmas Eve (1/2 Day)	December 24
12.	Christmas	December 25
13.	New Year's Eve (1/2 Day)	December 31

6.12 Floating Holiday. Employee shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5.0 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.)

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out and included in the second paycheck in January of the following calendar year.

6.13 Bereavement Leave. Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).

6.14 Administrative Leave. Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year-to-year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.

6.15 Jury Duty. Employee shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

6.16 Witness Leave. If Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency, Employee shall be entitled to be absent from work at the Employee's regular rate of pay, provided that any fees, except mileage, are deposited with the City.

6.17 EAP Program. The City shall pay the premium for participation in an Employee Assistance Program for Employee and his dependents.

6.18 State Disability Insurance. Employee will participate in the state-sponsored short-term disability program at no expense to the City.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in his sole discretion, approve such unbudgeted expenditures if he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

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

To Employee:

Julian A. Miranda
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian Guerra, City Attorney

EMPLOYEE

Julian A. Miranda

EXHIBIT "A"

[City Manager Job Description]

CITY MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under policy direction, plans, directs, manages and oversees the activities and operations of the City of Irwindale including the Community Development, Finance, Library, Police, Public Works, Recreation, and Senior Center Departments, Human Resources and City Clerk's Offices; serves as chief executive officer of the City ensuring that public services are delivered in an efficient and effective manner; implements policy decisions made by the City Council; facilitates the development and implementation of City goals and objectives; and provides highly complex administrative support to the City Council.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for all City operations; assesses ongoing operational needs through department heads and determines best organizational structure to meet goals and objectives; develops, recommends and administers policies and procedures.
2. Directs the development and implementation of the City's goals, objectives, policies and priorities.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Plans, directs and coordinates, through department heads, the work plan for the City; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems.
5. Assesses and monitors work load, administrative support systems, and internal reporting relationships; identifies opportunities for improvement.
6. Selects, motivates, and evaluates personnel; resolves personnel concerns and issues.
7. Oversees the development and administration of the City budget; approves the forecast of funds needed for staffing, equipment, materials and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary; keeps Council advised of financial conditions, program progress, and present and future needs of the City.
8. Explains, justifies, and defends City programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
9. Provides staff assistance to the City Council; prepares and presents staff reports and other necessary correspondence; provides advice and consultation to the City Council on the development and implementation of City programs and services.
10. Represents the City to all departments and outside agencies; coordinates City activities with those of other cities, counties and outside agencies and organizations.

11. Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations; oversees the preparation and implementation of long range plans for the City.
12. Serves as a resource for the City Council, department personnel, City staff, other organizations, and the public; coordinates pertinent information, resources, and work teams necessary to support a positive and productive environment.
13. Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work that the City Council orders.
14. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public administration.
15. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
16. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:
Operations, services, and activities of a municipality.
Advanced principles and practices of public administration and local government administration.
Current social, political, and economic trends and operating characteristics/problems of municipal government.
Principles and practices of program development and administration. Government, council, and local and state legislative processes.
Principles and practices of fiscal and strategic planning.
Methods of analyzing, evaluating, and modifying administrative procedures.
Principles and practices of municipal finance and budget preparation and administration.
Methods and techniques for goal setting and program evaluation.
Principles of supervision, training, and performance evaluation.
Principles of effective public relations and interrelationships with community groups and agencies, the private sector, and other levels of government.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:
Manage and direct the operations, services and activities of a major municipality. Plan, organize, and direct the work of staff.
Select, supervise, train, and evaluate staff. Delegate authority and responsibility.
Negotiate and resolve complex issues.
Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
Prepare clear and concise administrative and financial reports. Prepare and administer large and complex budgets.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques. Interpret and apply federal, state, and local policies, laws, and regulations.

Respond to inquiries or complaints and explain regulations and procedures to the general public, members of the business community, and representatives of other agencies and organizations.

Effectively present information to top management, public groups, and/or boards of directors. Exercise sound, independent judgment within general policy guidelines.

Deal constructively with conflict and develop consensus.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or related field. A Master's degree is desirable.

Experience:
Ten years of progressively responsible experience in municipal government including five years of management and administrative experience.

License or Certificate:
Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: November 2016
Ralph Andersen & Associates

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Irwindale, a charter city and municipal corporation (hereinafter referred to as "THE CITY"), and Julian A. Miranda, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will city manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ___ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, ____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and __ cents ($_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____ __, ____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

> "General Release--Claims Extinguished"
>
> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of $100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

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

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the

respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: 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 all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

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

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Julian A. Miranda

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

_____
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

DRAFT

RESOLUTION NO. 2024-65-3542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND JULIAN MIRANDA

WHEREAS, on January 26, 2022, the City Council adopted Resolution No. 2022-10-3260 entitled, "A Resolution of the City Council of the City of Irwindale Appointing City Manager and Approving City Manager Employment Agreement" ; and

WHEREAS, on March 8, 2023, the City Council adopted Resolution No. 2023-22-3400 entitled, "A Resolution of the City Council of the City of Irwindale, California Approving a Salary Increase for the City Manager"; and

WHEREAS, the City Council now desires to approve the First Amendment to the Agreement, a copy of which is attached hereto.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The First Amendment to the City Manager Employment Agreement between the City of Irwindale and Julian Miranda, attached hereto as Exhibit "A" is hereby approved, subject to approval as to form by the City Attorney's Office.

SECTION 4. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Irwindale, California on this 28th day of August 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

01005.0004/1007411.1

_____
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. 2024-65-3542 was adopted at an regular meeting of the Irwindale City Council held on the 28th day of August 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

FIRST AMENDMENT TO
CITY OF IRWINDALE
CITY MANAGER EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Amendment No. 1") is made and entered into August 28, 2024, by and between the CITY OF IRWINDALE, a charter city and municipal corporation (the "City") and JULIAN A. MIRANDA, an individual ("Employee").

R E C I T A L S

WHEREAS, Employee commenced services as the City Manager of the City on February 14, 2022 pursuant to the City Manager Employment Agreement (the "Agreement") between Employee and the City; and

WHEREAS, in accordance with the Agreement Sections 2.2, 2.3 and 5.4, the City Council and Employee agreed to conduct an annual salary review concurrently with an annual performance evaluation to occur within thirty days after each anniversary of the Employee's appointment; and

WHEREAS, the City Council recently conducted a performance review of Employee and the parties have jointly agreed to forego a base salary increase for the second full year of employment, as set forth in section 2.2. The City and Employee now desire to amend the Agreement by this First Amendment to provide: (i) 5% of Cost of Living Adjustment effective September 1, 2024; (ii) 10 hours of additional administrative leave; (iii) a dollar for dollar match of up to $100 per month of Employee's contribution towards the City Authorized Deferred Compensation Plan; (iv) effective January 1, 2025, an increase in vacation leave cap of 350 hours; (v) up to 5 working days of bereavement leave (no more than 40 hours of which would be paid); and (vi) the ability to use up to 40 hours of sick leave as personal leave per calendar year; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Amendment No. 1; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Sections 2.3, 6.7, 6.8, 6.9 6.13, and 6.14 of the Agreement are amended and revised to read, in their entirety, as follows (added language in ***bold italics***, deleted language in ~~strikethrough~~):

A. Section 2.3 Cost of Living Adjustments. ***Effective September 1, 2024,*** Employee shall be entitled to ***a one-time 5%*** so-called cost of living adjustment ("COLA") to the Salary, as received by Unclassified Management Employees under Resolution ~~2021-116-3238~~***2024-63-3540***, A Resolution Adopting A Schedule of Salaries and Benefits for Unclassified Management

Employees ("Department Head Benefits Resolution"), as it may be amended from time to time for all Unclassified Management Employees. The COLA, if any, shall be considered separate from the adjustment of Salary based on Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

B. Section 6.7 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. ~~Employee acknowledges that City does not provide any matching benefits or other payments towards the Deferred Compensation Program.~~ ***The City will match dollar for dollar an amount up to one hundred dollars ($100.00) per month of an Employee's contribution to a City Authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and Employee's contribution to the City's Deferred Compensation Plan(s) shall not exceed the maximum permitted by law.***

C. Section 6.8 Vacation Leave. ***Hours accrued over two-hundred seventy-five (275) shall be included in the first paycheck of January 2025. Effective January 1, 2025,*** Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred***-fifty (350) hours*** ~~(300) hours. , over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap.~~ ***Once Employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave can be accrued until the accrual has been reduced below the cap.*** The number of hours accrued bi-weekly, based on full-time continuous service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

D. Section 6.9 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee' s use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

over 950 hours	25% of total sick leave value
571 - 950 days	50% of total sick leave value
1" 570 hours	75% of total sick leave value

Employee must maintain a minimum balance of 80 hours of sick leave after any

cash out of sick leave in order to be eligible for cash out of sick leave. ***Employee may use up to forty (40) hours of sick leave as "personal leave" per calendar year. The appropriate use of personal leave shall be limited to situations such as lawyer's appointments, drivers license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. However, in no event shall personal leave be used to extend vacation time.***

E. Section 6.13 Bereavement Leave. ~~Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).~~ ***Consistent with the City's Bereavement Leave Policy, Employee shall be entitled to bereavement leave equal to five (5) working days, of which no more than forty (40) hours would be paid per incident. If Employee requires more than forty (40) hours for bereavement, Employee may use vacation leave, executive leave, or sick leave available to the Employee, with prior approval, where appropriate.***

F. Section 6.14 Administrative Leave. Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. ~~Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year- to- year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.~~ ***Employee shall be entitled to utilize an additional ten (10) hours, for a total of seventy (70) hours of administrative leave per calendar year. Employee expressly agrees and waives any claim to compensation for the administrative leave. The Parties agree that administrative leave shall not vest, and these hours must be used within the calendar year credited, and shall not be cashed out or carried over.***

SECTION 3. Except as expressly amended by this Amendment No. 1, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

IN WITNESS WHEREOF, the CITY OF IRWINDALE has caused this Amendment No. 1 to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Amendment No. 1, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Adrian Guerra, City Attorney
[pks]

EMPLOYEE

_____
Julia A. Miranda

Item #20.F.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution Accepting a Memorandum of Understanding for Employees Represented by the Irwindale Management Employees Association ("IMEA")

City Manager's Recommendation:

Adopt Resolution No. 2024-61-3538 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION ("IMEA"), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

Administrative Action:

Submitted by:

Julian A. Miranda, Cty Manager

Prepared by:

Mary Hull, HR/Risk Manager

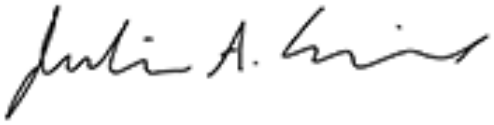
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Management Employees Association (“IMEA”) Memorandum of Understanding (“MOU”) with the City of Irwindale (“City”) expired on June 30, 2024. Pursuant to the Meyers-Milias-Brown Act ("MMBA"), representatives from the City and IMEA commenced negotiations for a successor MOU in March 2024.

The City Council established several important policy objectives for the negotiation team, such as maintaining the ability to attract and retain skilled and experienced personnel, managing increasing pension costs, and reducing long-term expenditures for the City. Through good faith negotiations, the parties have reached a Tentative Agreement for a Successor MOU extending from July 1, 2024, to June 30, 2027.

The proposed MOU provides that IMEA members will contribute additional amounts towards the City’s required employer contribution to CalPERS and PARS pension costs. The cost-sharing contributions will be phased in annually throughout the contract. In turn, the proposed contract establishes cost of living adjustments in each year of the contract. The cost of living adjustments and employee cost-sharing contributions are shown below:

- Year One: 5% cost of living adjustment in exchange for a 2.1% increase in employee contribution towards the PARS retirement enhancement benefit for those miscellaneous employees hired prior to January 1, 2011.
    - 5% cost of living adjustment is retroactive to August 4, 2024, which is the first full pay period following signing of the Tentative Agreement.

- Year Two: 4% cost of living adjustment in exchange for the following increase in employee CalPERS contribution:
    - 1% for Miscellaneous Classic Members
    - .5% for Miscellaneous PEPRA Members
    - 1.5% for Sworn Classic Members
    - 1% for Sworn PEPRA members

- Year Three: 3.5% cost of living adjustment to salary in exchange for the following increase in employee CalPERS contribution:
    - 1% for Miscellaneous Classic Members

- .5% for Miscellaneous PEPRA Members
- 1.5% for Sworn Classic Members
- 1% for Sworn PEPRA members

In addition to the cost of living adjustments and employee cost-sharing contributions to CalPERS and PARS, other key components include:

- Deferred compensation match of up to $100 per month
- Increase in reimbursement for safety shoes/boots for certain classifications
- Use of 40 hours of sick leave for personal leave
- Reduce call-in pay from 4 hours to 3 hours for non-exempt employees
- Cap on vacation leave accrual at 350 hours
- Elimination of sick leave cash out for new employees
- Increase Administrative Leave to 40 hours per calendar year – must be used in the year credited and will not be paid out or carried forward

The proposed MOU also includes non-substantive revisions to comply with updated laws and clean-up language to accurately reflect current practices and procedures.

On July 31, 2024, the IMEA membership voted to accept the proposed terms and conditions of their successor MOU.

Fiscal Impact:

The total cost of implementing the MOU with the IMEA is projected at $589,341 over the three-year term. This amount includes all additional compensation and benefits as well as cost savings associated with employee pension cost sharing.

The projected cost of implementation is as follows:

Implementation Period	General Fund Cost	Other Funds Cost	Total Cost
Year One (July 1, 2024 – June 30, 2025)	$162,968	$83,953	$246,921
Year Two (July 1, 2025 – June 30, 2026)	$119,275	$61,445	$180,720
Year Three (July 1, 2026 – June 30, 2027)	$106,722	$54,978	$161,700

A budget appropriation for FY 2024-25 is not required as amounts were projected in the current fiscal year budget. Funding for FY 2025-26 and 2026-27 will be incorporated into the City's future budgets.

Attachments:

1. Resolution No. 2024-61-3538

RESOLUTION NO. 2024-61-3538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION (IMEA), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Irwindale ("City") has and continues to recognize the Irwindale Management Employees Association ("IMEA") as the sole exclusive bargaining agent for certain City employees designated as regular full-time mid-management and professional employees, who are not at-will or covered by individual contracts, for all matters concerning wages, hours, and working conditions; and

WHEREAS, the most current Memorandum of Understanding ("MOU") between the City and IMEA for the period of July 1, 2021 to June 30, 2024 is now expired; and

WHEREAS, the City's labor relations representatives and IMEA representatives have successfully met and conferred to negotiate a successor MOU between the parties, pursuant to both the Meyers-Milias-Brown Act (Government Code Sections 3500 *et seq*.)("MMBA") and the City's Employer-Employee Relations Resolution (Resolution No. 98-05-1566), and have jointly prepared a Successor MOU between the City and IMEA for the period July 1, 2024 through and including June 30, 2027, which was ratified by a vote of IMEA membership on July 31, 2024, subject to formal acceptance, approval, and adoption by the City Council; and

WHEREAS, once approved by the governing body of a local agency, the MOU becomes a binding agreement between the employee organization and the local agency; and

WHEREAS, the City Council now desires to accept, approve, and adopt the Successor MOU between the City and IMEA for the period July 1, 2024 through and including June 30, 2027; and

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

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

SECTION 2. The City Council accepts, approves, and adopts the Memorandum of Understanding between the City of Irwindale and the Irwindale Management Employees Association (IMEA), for the period of July 1, 2024 through June 30, 2027, a copy of which is attached hereto as Attachment 1, and the City Manager is hereby authorized and directed to execute the same.

SECTION 3. This Resolution shall be effective immediately upon its passage and adoption. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 28th day of August 2024.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-61-3538 was duly introduced at a regular meeting of the Irwindale City Council held on the 28th day of August 2024, by the following vote of the Council:

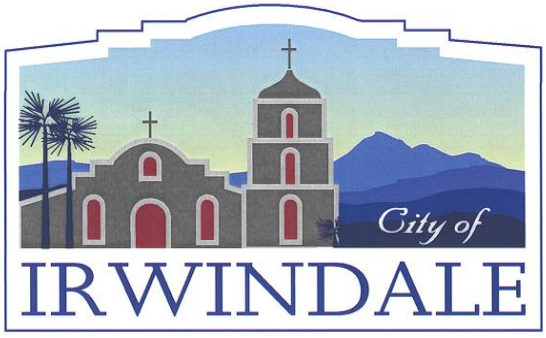
AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk



MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF IRWINDALE AND

THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

SECTION 01.01 UNIT & UNION RECOGNITION

For the purposes of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Sections 3500 *et seq.*), City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Irwindale (hereinafter referred to as the "City") hereby affirms its recognition of the Irwindale Management Employees Association (hereinafter referred to, along with any successor organizations, as the "Recognized Employee Organization"), an unincorporated association, as the exclusive recognized employee organization for the Management Unit, consisting of all regular full-time mid-management and professional employees, who are not at-will or covered by individual contract, and who are designated by the classifications set forth in Attachment "A" hereto (hereinafter referred to as the "Unit").

SECTION 01.02 FILING OF PETITIONS

This Memorandum of Understanding (hereinafter referred to as the "MOU") shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation unit during the term of this MOU; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said MOU.

ARTICLE 02
TERM OF MOU

SECTION 02.01 TERM ESTABLISHED

The term of this MOU shall be effective from and after July 1, 2024 and shall expire at midnight on June 30, 2027.

ARTICLE 03
SCOPE OF BARGAINING

SECTION 03.01 AGREED SUBJECTS OUTSIDE SCOPE OF BARGAINING

The parties hereto agree that the City shall have the right to unilaterally make decisions on all subjects that are outside the scope of bargaining, except those subjects, which have not been expressly abridged by specific provisions of this MOU or by law. Those subjects agreed by the parties to be outside the scope of bargaining shall include, but are not to be limited to, the following:

A. Determine issues of policy and make management decisions;

B. Take any and all necessary action to carry out the mission of the City in emergencies;

C. Determine the mission of the City's constituent departments, divisions, boards, commissions and committees;

D. Determine the existence or nonexistence of facts which are the basis of any management decision;

E. Determine the necessity, organization or level of any service or activity conducted by the City and to expand or diminish such services or activities;

F. Determine the nature, manner, means and technology and extent of services to be provided to the public;

G. Determine and/or establish types of equipment or technology to be used;

H. Determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;

I. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions;

J. Determine policies, procedures and standards pertaining to City operations and activities;

K. Determine and/or establish methods of financing;

L. Hire, transfer, promote and demote Unit members for non-disciplinary reasons, in accordance with this MOU and the City Personnel Rules and Regulations;

M. Determine the need and use of personnel information for Unit members and the means by which the information is to be provided, with Unit members retaining their rights to privacy as provided by law.

N. Determine and/or modify Unit member job qualifications and/or classifications;

O. Determine and/or change work assignments for Unit members in accordance with requirements as determined by the City;

P. Determine Unit member performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;

Q. Relieve Unit members from duties for lack of work or similar non-disciplinary reasons;

R. Discharge, suspend, demote or otherwise discipline Unit members for proper cause, subject to Unit member's appropriate rights of appeal; and

S. Determine and promulgate and/or modify rules and regulations to maintain order and safety in the City, which are not in contravention with this MOU.

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

SECTION 04.01 MEMBERSHIP AND DUES DEDUCTION

Recognized Employee Organization is the exclusive bargaining agent for the Unit and shall have the sole and exclusive right to have membership dues and other authorized payments deducted for member employees covered by this Agreement by the City.

Recognized Employee Organization shall certify that it has and will maintain authorizations signed by each member employee for the deduction of membership dues and other authorized payments, and shall provide the certification to the City on an annual basis. Recognized Employee Organization shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or the terms of the authorization.

Upon the receipt of such certification from Recognized Employee Organization, the City shall provide for payroll deductions on the first and second paychecks of each month (twenty-four (24) times per calendar year) of Recognized Employee Organization's dues and other authorized payments, in the amount certified to be current by Recognized Employee Organization. The City shall remit the total amount of deductions and authorized payments to Recognized Employee Organization on a monthly basis. The City shall make, cancel, or change membership dues and other authorized payments only upon receipt of certification from Recognized Employee Organization, and shall decline to make, cancel, or change membership dues and other authorized payments from any individual employee. Any change or cancellation in dues deductions shall be certified and provided to the City within thirty (30) days prior to the effective date of such change or cancellation. Recognized Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other authorized payments pursuant to this Article. If Recognized Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

Membership within and/or payment of any dues or fees to Recognized Employee Organization shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Recognized Employee Organization.

SECTION 04.02 INDEMNIFICATION OF CITY

Recognized Employee Organization agrees to hold the City harmless and to indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of such funds to the Recognized Employee Organization caused by the Recognized Employee Organization's negligence.

SECTION 04.03 REPRESENTATIVES' RIGHTS

The Recognized Employee Organization may select a total of four (4) representatives for the Unit. The Recognized Employee Organization shall give to the City a written list of Unit members who have been selected as representatives. The Recognized Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend

action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented Unit member's workplace on employee organization business, the representative shall obtain permission from the Unit member's department director. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Recognized Employee Organization.

SECTION 04.04 ALLOWED TIME FOR REPRESENTATIVES

The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager or designee, subject to absences from the assigned work being approved by the Unit member's department director with permission being granted promptly unless such absence would cause an undue interruption of work.

SECTION 04.05 ACCESS TO NEW EMPLOYEE ORIENTATIONS AND PROVISION OF NEW EMPLOYEE INFORMATION (AB 119 PROVISIONS)

The City will notify the Recognized Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Recognized Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The Recognized Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Recognized Employee Organization President a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

SECTION 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT

The Recognized Employee Organization, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any Unit member shall constitute a just cause for discipline pursuant to Article 5.03 herein. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

SECTION 05.02 CITY PROHIBITED CONDUCT

The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

SECTION 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY

In the event that the Recognized Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Recognized Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01 herein, and return to work.

If Recognized Employee Organization acts in good faith to meet its responsibilities as set forth above, then Recognized Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any Unit members who are covered by this MOU.

SECTION 05.04 CITY RIGHTS

Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Recognized Employee Organization, its officers, agents, representatives or members.

ARTICLE 06
BASIC COMPENSATION PLAN & OTHER BENEFITS

SECTION 06.01 BASIC COMPENSATION PLAN

The City has established a basic compensation plan through Council Resolution for all represented Unit members listed in Attachment "A" hereto.

SECTION 06.02 LEVEL OF COMPENSATION

The level of compensation shall be determined on a merit basis and Unit members shall initially be placed at the time of appointment by the City Manager or designee at a level of compensation not to exceed that which is established in the compensation resolution. No merit increases

granted may exceed the maximum of the duly established range. No merit increases or any other salary adjustments shall be granted without a current performance evaluation.

SECTION 06.03 SALARY AND WAGE SCHEDULES

A. FY 2024-25: Effective August 4, 2024, there shall be a five percent (5%) across-the board base salary cost of living adjustment ("COLA") increase for all employee classifications in the IMEA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-1.

B. FY 2025-26: Effective the first payroll period commencing on or after July 1, 2025, there shall be a four percent (4%) across-the board base salary COLA increase for all classifications in the IMEA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-2.

C. FY 2026-27: Effective the first payroll period commencing on or after July 1, 2026, there shall be a three and a half percent (3.5%) across-the board base salary COLA increase for all employee classifications in the IMEA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-3.

SECTION 06.04 EDUCATION INCENTIVE PAY

A. Non-sworn Unit members shall be provided an education incentive as follows:

1. Unit members with A.A./A.S. degrees or Junior status at college or university. Unit members who have been awarded at minimum an Associate in Arts ("AA") degree, an Associate of Science ("A.S.) degree or achieved at least "Junior" year status or higher at a four year college or university will receive an additional one thousand two hundred dollars ($1,200) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

2. Unit members with B.A/B.S. degrees. Unit members who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars ($1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

3. Unit members with Master's degree. Unit members who have a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

4. Unit members without a degree or less than Junior status at college or university. Unit members who do not meet the degree or educational requirement in subsections 1-3 above, shall be provided an education incentive at a rate of five dollars ($5.00) per month for each three (3) units completed, up to a maximum of one-hundred dollars ($100.00) per month for courses taken while employed with the City. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

B. Sworn Unit members shall be entitled to receive education incentive bonus pay in addition to basic compensation (with a maximum educational incentive bonus of fifteen percent (15%) of basic compensation) for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates and College or University degrees as set forth by the percentages of basic compensation listed below (but with no doubling of degrees such as two BA degrees, two MA degrees, etc.):

2.5%	Bonus for each Intermediate Certificate;
2.5%	Bonus for each Advanced Certificate;
2.5%	Bonus for each Supervisory Certificate;
2.5%	Bonus for Post Management Certificate or AA/AS degree;
2.5%	Bonus for each BA/BS degree;
2.5%	Bonus for each MA/MS degree.
15%	Maximum educational incentive bonus

Effective September 1, 2024, the effective date of the incentive pay will be the date on the proof of education or certificate and will be retroactive to no more than thirty (30) days from when proof of education or certificate is received by Human Resources.

SECTION 06.05 ANNUAL SERVICE AWARD PAY

Unit members shall be entitled on each qualifying Unit member's fifth (5th) consecutive employment year to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Luncheon. If there is no Award Luncheon planned for the year, payment of the service award on a separate check shall coincide with the first paycheck in December of the qualifying year. The Unit member must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 06.06 BILINGUAL BONUS PAY

Unit members shall be paid bilingual pay at a rate of two and one-half percent (2.5%) of the Unit members' basic rate of pay upon passing a verbal bilingual exam. The Unit member may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those Unit members who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

SECTION 06.07 CELL PHONES

Department directors will determine which employee classifications will be issued a City provided and paid for cell phone based on a determination by the department director that the employee's use of a cell phone is required in order to carry out official City duties.

SECTION 06.08 SICK LEAVE ACCRUAL

Unit members shall accrue sick leave at the rate of 3.693 hours bi-weekly. All full-time regular and probationary Unit members are eligible to use sick leave beginning on the ninetieth (90th) day of employment. Any request for use prior to the ninetieth (90th) day of employment will require prior approval of the Unit member's department director and the City Manager or designee. Use of sick leave shall be in accordance with City Personnel Rules Section 14.20, except as otherwise stated in Section 06.09 - Personal Leave.

SECTION 06.09 PERSONAL LEAVE

Effective September 1, 2024, upon request and with department director pre-approval, Unit members may use up to forty (40) hours of sick leave as “Personal Leave” per calendar year. The appropriate use of Personal Leave may include such situations as lawyer’s appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be used to extend vacation time.

SECTION 06.10 VACATION ACCRUAL

Unit members shall accrue vacation leave in accordance with the formula below. The number of hours accrued bi-weekly is as follows:

Years of Service	Hours Accrued Bi-Weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following the Unit member’s anniversary date of commencement of full-time continuous employment with the City.

Effective September 1, 2024, hours accrued over two hundred seventy-five (275) shall be cashed out at one hundred percent (100%) to be included in the first paycheck in January 2025.

Effective January 1, 2025 and going forward, the cap on vacation accrual shall be three hundred fifty (350) hours. Once an employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the employee until the accrual has been reduced below the cap. However, when due to work circumstances and needs of the department, an employee is unable to utilize vacation leave, they shall request approval for excess accumulated vacation. The City Manager or designee will not unreasonably deny such request, provided the employee reduces this total below the cap within six (6) months.

A probationary Unit member shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the Unit member's department director and the City Manager or designee.

SECTION 06.11 CASH-OUT OF VACATION AND SICK LEAVE

Annual elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per calendar year of accrued vacation or sick leave to be converted, and, in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

A. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the Employee wishes to convert such vacation or sick leave.

B. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless a written rescission is received by Human Resources no later than December 15th of the calendar year prior to conversion.

C. Unit members who fail to submit an election by December 15th of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.

D. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four (4) times a year (first pay period in September, December, March, and June).

E. Unit members will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

F. Unit members may not convert sick leave in an amount that would reduce their sick leave balance to less than eighty (80) hours.

G. Effective January 1, 2025 and going forward, Unit members may not convert sick leave in an amount that would reduce their sick leave balance to less than two hundred (200) hours.

The parties hereto modify/clarify the City's Personnel Rules Section 14.20.4 such that the City agrees to provide Sick Leave cash out upon an employee's separation or elective cash out request, as follows:

25%	over 800 hours
50%	481-800 hours
75%	1st 480 hours

Unit members hired on or after August 29, 2024, shall not be eligible for elective sick leave cash out or cash out of sick leave upon separation of employment or retirement from the City.

Unit members hired on or after August 29, 2024, shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as the new employee's prior employer did not compensate the employee for their sick leave bank.

Effective August 29, 2024 and going forward, Unit members who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.

The parties hereto modify/clarify the City's Personnel Rules Section 14.15.4 such that cash out of both vacation and sick leave shall be paid at the Unit member's "basic rate of pay" as opposed to "regular rate of pay."

The cash out limit of one hundred (100) hours per calendar year shall not apply to any cash out of vacation or sick leave upon separation of employment or retirement from the City.

SECTION 06.12 HOLIDAY DATES

All Unit members shall have the following designated holidays. It should be understood that other employee groups may follow a different holiday schedule depending on days and hours worked. These provisions shall supersede any of the City Personnel Rules governing the matters addressed in this Section.

1	New Year's Day	January 1
2	Martin Luther King Jr. Day	Third Monday in January
3	President's Day	Third Monday in February
4	Cesar Chavez Day	March 31
5	Memorial Day	Last Monday in May
6	Independence Day	July 4
7	Labor Day	First Monday in September
8	Veterans Day	November 11
9	Thanksgiving Day	Fourth Thursday in November
10	Day After Thanksgiving Day	Fourth Friday in November
11	Christmas Eve (1/2 Day)	December 24
12	Christmas	December 25
13	New Year's Eve (1/2 Day)	December 31

If any of the foregoing holidays fall on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. For any holiday that falls on a Sunday, it will be at the City Manager's or designee's discretion as to whether it will be observed on the following Monday.

SECTION 06.13 FLOATING HOLIDAY

Unit members shall have a total bank of one hundred forty (140) hours per calendar year available to them for holidays. When any of the above-listed holiday falls on a regular workday or in the case of a Sunday holiday which is celebrated on the following Monday as determined by the City Manager or designee, eight (8) to ten (10) hours, depending on Unit member's regular work hours, will be deducted from the holiday bank of hours for each such holiday, and the holiday will be celebrated in the normal manner. At the beginning of each calendar year, the City will determine and distribute its holiday schedule. Based thereon, the total number of holidays will be deducted from the holiday bank of hours. Each Unit member will then be credited with the balance of the remaining one hundred forty (140) holiday bank hours, which may be used as floating holiday hours in a manner similar to that of vacation leave hours. All floating holiday hours must be used in the calendar year in which they were credited to the Unit member. Any floating holiday hours not used by the end of the calendar year will be cashed out and included in the first paycheck in January of the following year.

SECTION 06.14 ADMINISTRATIVE LEAVE

Effective September 1, 2024, Unit members considered exempt under the federal Fair Labor Standards Act (FLSA) shall each be credited administrative leave of forty (40) hours each calendar year. All administrative leave hours must be used in the calendar year in which they were credited to the Unit member. Administrative leave has no cash value and shall not be paid out or carried forward; and therefore, agreement to this section constitutes a waiver of Labor Code Section 227.3.

The policy set by the 2008 Partial Day Absences for Exempt Employees Memo (no leave deduction for absences lasting less than four hours in a single workday) is eliminated and, instead, Unit members will have hour-for-hour deductions to leave banks. In partial recognition of prolonged, uncommon, or exceptional hours of work beyond the standard work expectations for exempt Unit members, department directors may, at their sole discretion, adjust employees' work hours and allow exempt Unit members to take time off without using accrued leave.

SECTION 06.15 HIGHER CLASSIFICATION PAY

Any Unit member requested to work in a higher classification job for more than one (1) consecutive week shall be paid, upon the second consecutive week working in the higher classification job, a five percent (5%) base salary increase or step one of the higher classification range, whichever is greater. The higher classification pay shall be applied to the entire compensable period the employee worked at the higher classification job and shall be paid retroactive back to the first day of such higher classification work. An employee will be considered to have engaged in performing services in a higher classification job where it is determined that fifty percent (50%) or more of the employee's daily work has been undertaken in the performance of duties that are within the job classification of the higher position and which are not in the job classification of the employee's current classification.

ARTICLE 07
HOURS AND WORK SCHEDULES

SECTION 07.01 NORMAL WORKWEEK

The City Personnel Rules Section 6.05 defines the City's normal forty (40) hour workweek and provides for alternative workweek scheduling, as described more fully below.

At the end of the calendar year, the City Manager or designee and the City Council may authorize the closure of some City facilities for a period not to exceed three (3) weeks. During this period of time, payment of base salaries shall be suspended. However, the employee shall continue to accrue benefits such as leave time, and City-funded benefits including but not limited to funding of insurance, shall continue in effect. During said period of time, individual employees may elect to compensate themselves by means of use of earned and accrued compensatory time off, earned and accrued administrative leave, earned and accrued vacation, or earned and accrued floating holiday time. The City Manager or designee may authorize, on a case-by-case basis, an impacted employee to work during the end-of-year closure to meet critical work deadlines or demands.

SECTION 07.02 ALTERNATIVE 4/10 WORK SCHEDULE

Unit members may be on any of the following alternative 4/10 work week schedules:

A. On a 4/40 work schedule, commencing on Monday and concluding on Thursday, or commencing on Tuesday and concluding on Friday, of each calendar week, and that each work day shall consist of ten (10) hours worked per day.

B. On a 9/80 work schedule, commencing on Monday and concluding on Thursday of each calendar week, working nine (9) hours per day, with every other Friday off. On the Fridays that the Unit member is working, the work day shall consist of eight (8) hours worked per day.

C. On a 5/40 work schedule, commencing on Monday and concluding on Friday of each calendar week, and that the work days shall consist of eight (8) hours worked per day.

Non-exempt Unit members will be provided two (2) fifteen (15)-minute rest periods during the day and one (1) thirty (30)-minute unpaid lunch period. Scheduling of rest and lunch periods shall be at the sole discretion of the Unit member's department director, but in no case shall the Unit member be denied either a lunch or rest period. Employees shall be allowed to combine the two fifteen (15) minute paid rest periods with the thirty (30) minute unpaid lunch, for a one (1) hour lunch period. Rest periods are not cumulative beyond the scheduled workday within which the rest periods occur. Lunch periods shall also not be used to shorten the work day.

SECTION 07.03 BEREAVEMENT LEAVE

Consistent with the City's Bereavement Leave Policy, Unit members shall be entitled to bereavement leave of up to five (5) working days (no more than forty (40) hours of which would be paid) per incident. If the unit member requires more than forty (40) hours for bereavement, they may use vacation leave, sick leave, or compensatory time off that is otherwise available to the unit member with prior approval, where appropriate.

SECTION 07.04 OVERTIME

For purposes of calculating Unit member entitlement to overtime pay and/or compensatory time pursuant to the Federal Fair Labor Standards Act ("FLSA") for non-exempt Unit members, the work week shall consist of forty (40) work hours worked per week according to the 4/40, 9/80, or 5/40 work week schedule set forth above. Any non-exempt Unit member covered by this MOU who works in excess of forty (40) hours in any work week shall be entitled to overtime pay and/or compensatory time, according to the method then in effect to compensate Unit members for overtime worked. Floating Holiday hours, sick leave hours, vacation, or compensatory time used, will not be included as time worked for purposes of calculating FLSA overtime. Legal holidays, for which City Offices are closed, will not be recognized as time worked for purposes of calculating overtime. Unit members who work on designated City holidays shall be paid at time and a half. However, if the Unit member calls in sick the day before or the day after a legal holiday, that Unit member will only receive overtime based on actual hours worked.

All overtime worked in less than one (1) hour increments in a work shift shall be compensated in the following manner:

Time Worked	Overtime Compensation
0-15 minutes	.25 hour x 1.5

16-30 minutes	.50 hour x 1.5
31-45 minutes	.75 hour x 1.5
46-60 minutes	1 hour x 1.5

SECTION 07.05 COMPENSATORY LEAVE

City Personnel Rules Section 14.30 provides for compensatory leave. Eligible non-exempt Unit members may accrue a maximum of eighty (80) hours of compensatory leave.

SECTION 07.06 JURY DUTY

Any Unit member summoned for jury duty shall be entitled to the Unit member's regular rate of pay for up to ten (10) work days, provided the Unit member deposits any fees for service, excluding mileage, with the City. If a Unit member on an alternative work schedule is summoned for jury duty, the department director or designee shall convert the Unit member's usual work shift to a regular five (5) day Monday through Friday shift basis.

SECTION 07.07 WITNESS LEAVE

The City Personnel Rules Section 7.05 JURY DUTY AND WITNESS LEAVE provides for witness leave as follows:

> "Any employee required to be absent from work by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at the employee's regular rate of pay, provided that any fees, except mileage, are deposited with the City."

SECTION 07.08 INJURY ON DUTY

Any Unit member considered non-exempt under the Federal Fair Labor Standards Act (FLSA) assigned to light-duty status, will generally be assigned to work their normal assigned workdays and hours. Any exceptions to this schedule may be made with appropriate advanced notice to the Unit member with approval of the department director or City Manager. Unit members on light-duty status are not authorized to work overtime or accrue compensatory time. Unit members will be paid for doctor appointments and/or treatment that occurs during light duty work hours, but not for appointments and/or treatment that occurs during their scheduled time off.

SECTION 07.09 CALL IN/CALL BACK PAY

Effective September 1, 2024, any Unit member considered non-exempt under the Federal Fair Labor Standards Act (FLSA), called into work and who reports for said work on a day other than their regular scheduled workday, shall be entitled to a minimum of three (3) hours of work at the appropriate rate and shall perform such duties as assigned.

A non-exempt Unit member called back to work after they have completed a regular shift and has left the premises of the City, shall be entitled to a minimum of three (3) hours of work at time and one-half their regular rate of pay.

A non-exempt Unit member called to work within one (1) hour before the Unit member's regular shift shall be covered by the overtime rules set forth above in the event the call-in time runs continuous with the Unit member's regular shift. Otherwise, the call-back pay provisions above shall apply where there is a break in time between the call-back assignment and the start of the

Unit member's regularly scheduled shift. In no event shall there be an overlap of time resulting in double payment of wages for the same time period nor shall a Unit member earn overtime for regularly scheduled work unless that regularly scheduled work exceeds forty (40) hours in a work week. If the Unit member is called to work more than one hour before the Unit member's regular shift, the call-back pay provisions shall apply.

Any non-exempt Unit member who reports to work on a regularly scheduled workday and on time for work and is put to work shall be guaranteed a minimum of four (4) hours of work and shall be paid for the hours worked, except that Unit members who are scheduled to work less than four (4) hours for that day, will be paid only for time worked.

ARTICLE 08
INSURANCE AND RELATED BENEFITS

SECTION 08.01 MEDICAL BENEFITS

Medical Benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for Unit members and their eligible dependents.

SECTION 08.02 DENTAL BENEFITS

The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for Unit members and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 08.03 VISION BENEFITS

The City pays one hundred percent (100%) of the premium for a vision plan for Unit members and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 08.04 GROUP LIFE INSURANCE

The City pays one hundred percent (100%) of the premium for a group life insurance policy for Unit members with a benefit coverage of one times the Unit member's annual earnings (as defined in policy) to a maximum of one hundred thousand dollars ($100,000) and coverage for spouse and eligible dependent children of five thousand dollars ($5,000) each.

SECTION 08.05 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City pays one hundred percent (100%) of the premium for an AD&D policy for Unit members which provides benefit coverage of one (1) times annual base salary up to a maximum of one hundred thousand dollars ($100,000).

SECTION 08.06 ADDITIONAL VOLUNTARY LIFE AND AD&D COVERAGE

The City offers additional benefit coverage for purchase by Unit members at said member's own expense.

SECTION 08.07 IRS SECTION 125 AND 129 PROGRAM

The City shall use its best efforts to establish and maintain a plan, to enable qualifying Unit members covered by this MOU to obtain the deductions set forth in § 125 and § 129 of the Internal Revenue Code as regards Health Care and Dependent Care Flexible Spending Accounts. Health Care FSA plans are governed by the rules of § 125 while Dependent Care FSA plans are governed by the rules of § 125 and § 129 of the Internal Revenue Code and both will be administered in accordance with those rules.

The maximum contribution amounts shall be established in accordance with applicable laws.

The City and the Recognized Employee Organization acknowledge and agree that, should the Internal Revenue Service determine that City has not or cannot develop or cannot maintain such a qualifying plan, City's failure to do so shall not be deemed a breach of this MOU. The City and the Recognized Employee Organization further acknowledge and agree that City does not and shall not provide legal or tax advice to Unit members covered by this MOU as to whether dependent care and health care expenses are legally tax deductible to or by any such Unit member.

The § 125 and § 129 Program will be in full force and effect unless changed by mutual agreement of the City and Recognized Employee Organization. The Program shall be administered through a vendor selected at the City's sole discretion. While participation in the § 125 and § 129 Program is voluntary, all administrative costs for participation are to be paid by the City.

SECTION 08.08 EAP PROGRAM

The City pays the premium for participation in an Employee Assistance Program for Unit members and their eligible dependents.

SECTION 08.09 STATE DISABILITY INSURANCE

Unit members participate in the state-sponsored short-term disability program at no expense to the City.

SECTION 08.10 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

Any Unit member covered hereunder who elects to opt-out of medical, dental & vision coverages offered by the City will be paid a cash benefit in lieu of said coverage equal to one half (1/2) of the average monthly cost to the City for single employee medical insurance coverage only (not including dental or vision), provided such Unit member can demonstrate, to the satisfaction of the City, that such Unit member has opted out of all three (3) coverages and can demonstrate, to the satisfaction of the City, that such Unit member has substantially equivalent medical coverages through some other insurance plan, which plan shall remain in full force and effect during the entire term of employment of such Unit member with the City. The City shall have the sole and unfettered right to determine whether a Unit member has satisfactorily demonstrated substantially equivalent medical coverage, and any such Unit member seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical coverage in a form satisfactory to the City. Payment of this incentive pay shall be made bi-weekly through the regular payroll system.

ARTICLE 09
RETIREMENT BENEFIT

SECTION 09.01 CalPERS MEMBERSHIP

A. The following provisions in this Section "A" apply to unit members as defined by AB 340 (the California Public Employees' Pension Reform Act of 2013,) as "classic" members of CalPERS.

The City is a contract member of the California Public Employees' Retirement System (CalPERS). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council which includes the programs identified below which shall be maintained during the life of this MOU.

1. Section 21354: 2% @ 55 retirement benefit formula for Miscellaneous Unit members.

2. Section 21362.2: 3% @ 50 for Sworn Unit members.

3. Section 21574: Fourth Level 1959 Survivors Benefit allowance.

4. Section 21024: Military Service as Public Service.

5. Section 20042: One Year Final Compensation (for Unit members hired before May 1, 2011).

6. Section 20037: Three Year Average Final Compensation (for Unit members hired on or after May 1, 2011).

7. Section 21427: Improved non-industrial disability allowance.

8. Section 21624 & 21626: Post-retirement survivor allowance.

9. Section 20965: Credit for unused sick leave.

Miscellaneous Classic Members - For Miscellaneous Unit members who are classic members of CalPERS, the City pays only the employer portion of the required contribution and not EPMC. The Unit member shall pay the full amount (seven percent (7%) of salary) of the employee contribution rate.

Cost Sharing

Effective with the start of the first full pay period in July 2025, classic miscellaneous Unit members will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will

be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

Effective with the start of the first full pay period in July 2026, classic miscellaneous Unit members will contribute an additional one percent (1.0%) of compensation earnable (for a total of two percent (2%) of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the eight percent (8%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of nine percent (9%).

Safety Classic Members - For Safety Unit members who are classic members of CalPERS, the City pays only the employer portion of the required contribution and not EPMC. The Unit member shall pay the full amount (nine percent (9%) of salary) of the employee contribution rate.

Cost Sharing

Effective with the start of the first full pay period in July 2025, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already being paid by the employee and will increase the employee's contribution to a total of ten and one-half percent (10.5%).

Effective with the start of the first full pay period in July 2026, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable (for a total of three percent (3%) of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the ten and one-half percent (10.5%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of twelve percent (12%).

B. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this MOU. Any provision in this MOU, which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay a CalPERS

contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which said ”new member” is enrolled, rounded to the nearest quarter percent (.25%), or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are “new members” (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such “new members” who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Cost Sharing

Effective with the start of the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City’s normal cost to CalPERS via payroll deductions pursuant to an amendment to the City’s contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already being paid by the employee to a total of fifty and a half percent (50.5%).

Effective with the start of the first full pay period in July 2026, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City’s normal cost contribution to CalPERS, via payroll deductions pursuant an amendment to the City’s contract with CalPERS under to California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty and a half percent (50.5%) of normal cost already being paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2025, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City’s normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City’s contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2026, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City’s normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City’s contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty-one percent (51%) of normal cost already being paid by the employee to a total of fifty-two percent (52%).

Unit members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

During the term of this MOU, the City shall initiate a CalPERS contract amendment so that the additional cost share percentages described above fall under California Government Code Section

20516(a). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a PERS contract amendment as authorized by California Government Code Section 20516(f). The City and bargaining unit will take all actions necessary to implement the pension cost sharing agreement described here.

SECTION 09.01 PARS MEMBERSHIP

Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords miscellaneous Unit members the retirement benefit commonly referred to as "1% at 55." The City pays on behalf of each eligible miscellaneous Unit member an amount sufficient to pay the full cost of the PARS retirement enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the preceding Section. The City's PARS participation shall continue in full force and effect during the term of this MOU.

Miscellaneous Unit members hired before January 1, 2007 shall have their PARS benefits vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities. Miscellaneous Unit members hired after January 1, 2007 shall have their PARS benefit vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

Effective January 1, 2011 the parties agreed to modify the PARS plan design for current miscellaneous Unit members hired before January 1, 2011 regarding cash out options with an employee contribution of four tenths percent (0.4%) on a pre-tax basis. Section 4.2(d) and Section 4.2(c) of the PARS plan document was modified, thereby removing plan features such as the option of lump sum payment, and fixed term payments of 5-6 years. Section 2.3 of the PARS plan document was modified, thereby removing the pre-retirement disability benefit. All miscellaneous Unit members hired before January 1, 2011, shall pay four tenths percent (0.4%) of salary to maintain the PARS plan design features of fixed term payments of 7-15 years.

Effective August 4, 2024, or as soon as administratively practicable, all miscellaneous Unit members hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

Effective January 1, 2011, the PARS plan document was modified to add a "pop-up" provision to Option 2 of the PARS REP plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

For miscellaneous Unit members, hired on or after January 1, 2011 and before January 1, 2013, the City shall pay on behalf of each eligible unit member fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit. The miscellaneous Unit member shall be required to pay for fifty percent (50%) of the contribution.

Unit members hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

SECTION 09.02 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%

SECTION 09.03 DEFERRED COMPENSATION PROGRAM

Effective September 1, 2024, the City will match up to one hundred dollars ($100.00) per month of a Unit member's contribution to a City Authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

ARTICLE 10
MISCELLANEOUS PROVISIONS

SECTION 10.01 DIRECT DEPOSIT REQUIREMENT

The City shall maintain a mandatory requirement for participation in direct deposit for payroll for all Unit members hired after July 8, 2001.

SECTION 10.02 TUITION REIMBURSEMENT

City Personnel Rules Section 15.25 as applied to Unit members is modified by this provision to the extent that the City and the Recognized Employee Organization agree that the City determines funding levels to be set at twenty thousand dollars ($20,000) tuition per fiscal year to be used exclusively by IMEA members only during the term of this contract. Unit members applying for tuition reimbursement will initially receive twenty percent (20%) of the allocated twenty thousand dollars ($20,000). If, at the end of the fiscal year, unencumbered funds are

available in the tuition reimbursement account, remaining funds will be used to further reimburse those employees who have accumulated reimbursable educational expenses in excess of twenty percent (20%) of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

To be eligible for reimbursement, employees must have completed their probationary period. Reimbursement requests must be submitted within sixty (60) days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

All courses taken and completed must have prior written approval of the department director and the City Manager or designee and be related to the Unit member's employment with the City, unless the course is part of classes necessary for obtaining a degree. Upon completion of each course, the Unit member must complete the appropriate City form requesting tuition reimbursement. Reimbursement will be made only after an employee has satisfactorily completed the class or workshop with the grade of C or better or equivalent completion and that evidence of same has been submitted and approved by the Personnel Officer. Unit members requesting reimbursement for course-related textbooks are required to turn the books into the Human Resources Department. Textbooks should not be marked or written in, and they must be in usable condition. Effective September 1, 2024, Unit members will receive reimbursement for required course-related digital textbooks upon request for reimbursement and proof of payment.

SECTION 10.03 UNIFORM ALLOWANCE

Effective September 1, 2024, Unit members listed in the classifications below are eligible to receive up to three hundred dollars ($300) for safety shoes/boots as required by department director during the term of this MOU:

1. Associate Engineer
2. Assistant Engineer
3. Assistant City Engineer
4. Community Development Manager/City Planner
5. Senior Planner

Effective September 1, 2024, Unit members listed in the classifications below are eligible to receive reimbursement of up to three hundred dollars ($300) per fiscal year for safety shoes/boots as required by department director:

1. Construction Compliance Manager
2. Public Works Maintenance Supervisor

SECTION 10.04 UNIFORM ALLOWANCE FOR POLICE SWORN EMPLOYEE

The sworn full-time positions of Police Captain and Police Lieutenant in the Police Department shall receive an annual uniform allowance in the amount of one thousand four hundred dollars ($1,400.00), paid the second paycheck in July of each year.

SECTION 10.05 POLICE OFFICER SIDEARMS

For sworn full-time employees in the position of Police Captain and Police Lieutenant, the City shall replace sidearms at its discretion based upon its determination of its useful life. This language shall replace the requirement to replace sidearms after a period of five years. The City shall maintain an officer's department issued sidearm and have it inspected on a bi-annual basis by an approved armorer. The City will allow for an officer to carry their personally owned sidearm while on duty. Personally owned sidearms must be selected from a mutually agreed upon list of weapons with ammunition selected and approved by the Chief of Police. An officer choosing to use their personally owned sidearm will be responsible for the purchase, maintenance, and bi-annual inspection of that sidearm by an armorer certified for the exact weapon chosen, as well as all accessories associated with that sidearm. A Police Captain and Police Lieutenant who separates from employment in good standing having a minimum five (5) years of full-time service as an Irwindale police officer shall be entitled to retain their duty weapon, but shall be required to pay fair market value for their duty weapon.

ARTICLE 11
COMPLETION OF NEGOTIATIONS AND FULL UNDERSTANDING

SECTION 11.01 COMPLETION OF NEGOTIATIONS

The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, the Recognized Employee Organization expressly waives the right to meet and negotiate with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties.

SECTION 11.02 FULL INTEGRATION

This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this MOU. The parties agree that during the negotiation that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU. However, all provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU.

SECTION 11.03 REOPENERS

Notwithstanding the provisions of Sections 11.01 and 11.02 above, the City and the Recognized Employee Organization agree to meet and confer on the following items during the term of this MOU:

A. Updating, modifying and/or instituting a new Employer-Employee Relations Resolution;

B. Updating the City Personnel Rules;

C. Updating the City's job description/specifications;

D.. Discuss the feasibility of participation in City funded Post Employment Health Plan (PEHP) that would fund retiree dental and vision benefits.

E. Meet to determine classifications in the IMEA represented unit membership based on the definition included in the EERR.

ARTICLE 12
EMERGENCY WAIVER PROVISION

SECTION 12.01 WAIVER GRANTED

In the event of circumstances beyond the control of the City, such as force majeure, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Recognized Employee Organization shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 13
DRAFTING PROVISIONS

SECTION 13.01 SEVERABILITY DECLARED

Should any provision of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

SECTION 13.02 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 13.03 MODIFICATION

This MOU may only be modified or amended by written agreement between the parties, which then must be approved by Council resolution.

ARTICLE 14
RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Recognized Employee Organization regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Recognized Employee Organization have reached an understanding as to certain recommendations to be made to the City Council for the City of Irwindale and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution, which will provide for the changes contained in said joint recommendation. The City and the Recognized Employee Organization acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of the City.

Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Recognized Employee Organization and entered into this ___ day of _____, 2024.

CITY OF IRWINDALE	**THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION**
Julian A. Miranda, City Manager/Municipal Employee Relations Representative	John Fraijo, IMEA President
Mary Hull, Human Resources/Risk Manager	Laura M. Nieto, IMEA Secretary

ATTACHMENT "A"
IMEA UNIT MEMBERS

Classification Title

Aquatics Supervisor
Assistant City Engineer
Assistant Engineer
Assistant to the City Manager
Associate Engineer
Associate Planner
Benefits Administrator
Chief Deputy City Clerk
City Librarian
Communications and Records Supervisor
Community Development Manager/ City Planner
Construction Compliance Manager
Economic Development Coordinator
Executive Assistant
Finance Manager
Housing Coordinator
Human Resources/ Risk Manager
Information Technology Manager
Management Analyst
Police Captain
Police Lieutenant
Project Manager – Construction Compliance
Project Manager – Mining
Public Works Maintenance Supervisor
Public Works Services Manager
Recreation Manager
Recreation Supervisor
Senior Center Manager
Senior Finance Analyst
Senior Human Resources/ Risk Management Analyst
Senior Management Analyst
Senior Planner

Item #20.G.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution Accepting a Tentative Agreement for Successor Memorandum of Understanding with the Irwindale City Employees Association ("ICEA")

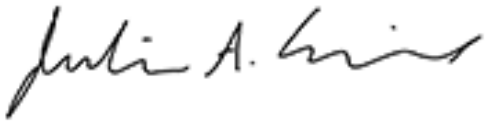
City Manager's Recommendation:

Adopt Resolution No. 2024-71-3548 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE CITY EMPLOYEES ASSOCIATION ("ICEA"), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, HR/Risk Manager



Reviewed by:

Adrian R. Guerra, City Attorney

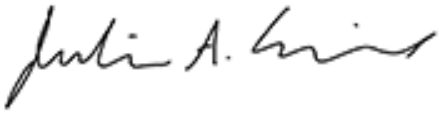


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale City Employees Association ("ICEA") Memorandum of Understanding ("MOU") with the City of Irwindale ("City") expired on June 30, 2024. Pursuant to the Meyers-Milias-Brown Act (MMBA), representatives from the City and ICEA commenced negotiations for a successor MOU in March 2024.

Based on the progress made to date, the City has reached a tentative agreement with the ICEA for a three-year term, from July 1, 2024, through June 30, 2027 ("Tentative Agreement"). On August 20, 2024, the ICEA membership voted to accept the proposed terms and conditions as stated in the Tentative Agreement, but it remains subject to formal acceptance, approval, and adoption by the City Council, per Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

This Tentative Agreement is the product of MMBA-mandated meet and confer sessions that took place over the last several months between the City's negotiation team and the ICEA board members representing their unit. During the course of negotiations, management representatives met with the City Council to discuss the status and progress of these talks and received direction on specific items under consideration. The proposed agreement supports the City's goals of maintaining the ability to attract and retain skilled and experienced personnel, managing increasing pension costs, and reducing long-term expenditures.

The Tentative Agreement provides that ICEA members will contribute additional amounts towards the City's required employer contribution to CalPERS and PARS pension costs. The cost-sharing contributions will be phased in annually throughout the contract. In turn, the proposed contract establishes cost of living adjustments in each year of the contract. The cost of living adjustments and employee cost-sharing contributions are shown below:

- Year One: 5% cost of living adjustment to salary in exchange for a 2.1% increase in employee contribution towards the PARS retirement enhancement benefit for those miscellaneous employees hired prior to January 1, 2011.
    - 5% cost of living adjustment effective September 1, 2024, which is the first full pay period following the signing of the Tentative Agreement.

- Year Two: 4% cost of living adjustment to salary in exchange for the following increase in employee CalPERS contribution:
    - 1% for Miscellaneous Classic Members
    - .5% for Miscellaneous PEPRA Members

- Year Three: 3.5% cost of living adjustment to salary in exchange for the following increase in employee CalPERS contribution:
    - 1% for Miscellaneous Classic Members
    - .5% for Miscellaneous PEPRA Members

In addition to the cost of living adjustments and employee cost-sharing contributions to CalPERS and PARS, other key components include:

- Deferred compensation match of up to $100 per month
- Increase in reimbursement for safety shoes/boots for certain classifications
- Use of 40 hours of sick leave for personal leave
- Cap on vacation leave accrual at 350 hours
- Elimination of sick leave cash out for new employees

Fiscal Impact:

The total cost of implementing the proposed Tentative Agreement with the ICEA is projected at $525,480 over the three-year term. This amount includes all additional compensation and benefits as well as cost savings associated with employee pension cost sharing.

The projected cost of implementation is as follows:

Implementation Period	General Fund Cost	Other Funds Cost	Total Cost
Year One (July 1, 2024 – June 30, 2025)	$125,030	$70,330	$195,360
Year Two (July 1, 2025 – June 30, 2026)	$91,238	$51,322	$142,560
Year Three (July 1, 2026 – June 30, 2027)	$120,038	$67,522	$187,560

A budget appropriation for FY 2024-25 is not required as amounts were projected in the current fiscal year budget. Funding for FY 2025-26 and 2026-27 will be incorporated into the City's future budgets.

Attachments:

1. Resolution No. 2024-71-3548

RESOLUTION NO. 2024-71-3548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE CITY EMPLOYEES ASSOCIATION (ICEA), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Irwindale ("City") has and continues to recognize the Irwindale City Employees Association ("ICEA") as the sole exclusive bargaining agent for certain City employees designated as regular full-time employees, who are not at-will or covered by individual contract, except for sworn personnel, executive, mid-management, professional, supervisory, and dispatch positions, for all matters concerning wages, hours, and working conditions; and

WHEREAS, the most current Memorandum of Understanding ("MOU") between the City and ICEA for the period of July 1, 2021, to June 30, 2024, is now expired; and

WHEREAS, the City's labor relations representatives and ICEA representatives have successfully met and conferred to negotiate a successor MOU between the parties, pursuant to both the Meyers-Milias-Brown Act (Government Code Sections 3500 *et seq*.)("MMBA") and the City's Employer-Employee Relations Resolution (Resolution No. 2018-03-2997), and have jointly prepared and executed the attached Tentative Agreement for a Successor MOU (deal points) between the City and ICEA for the period July 1, 2024, through and including June 30, 2027, which was ratified by a vote of ICEA membership on August 20, 2024, subject to formal acceptance, approval, and adoption by the City Council; and

WHEREAS, MMBA Section 3505.1 provides: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, once approved by the governing body of a local agency, the MOU becomes a binding agreement between the employee organization and the local agency; and

WHEREAS, the City Council now desires to accept, approve, and adopt the Tentative Agreement and authorize the City Manager to prepare the MOU for City Council determination and approval; and

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

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

SECTION 2. The City Council accepts the Tentative Agreement for a Successor MOU between the City and ICEA for the period of July 1, 2024, through June 30, 2027, a copy of which is attached hereto as Attachment 1.

SECTION 3. This Resolution shall be effective immediately upon its passage and adoption. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 28th day of August, 2024.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-71-3548 was duly introduced at a regular meeting of the Irwindale City Council held on the 28th day of August 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

TENTATIVE AGREEMENT FOR SUCCESSOR ICEA MOU

August 20, 2024

The current Irwindale City Employees Association ("ICEA") MOU with the City of Irwindale ("City") expired on June 30, 2024. The City and ICEA have been in negotiations for a successor MOU.

The City and ICEA have reached a Tentative Agreement on the deal terms for a successor MOU, which is represented by this document. It is understood and agreed that this comprehensive Tentative Agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to final approval by the City Council).

All other terms and conditions of the previous ICEA 2021-2024 MOU shall be maintained and remain unchanged unless expressly modified or changed herein as set forth below or until such time as a successor MOU is jointly prepared by the parties, ratified by the ICEA and accepted, approved, and adopted by the City Council, which shall then supersede and replace this Tentative Agreement:

TENTATIVE AGREEMENT DEAL POINTS

Term: Three years covering the period July 1, 2024 to June 30, 2027.

Salary: FY 2024-25 - Effective the first full pay period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, the City shall provide a five percent (5%) across-the board base salary COLA increase for all ICEA represented employee classifications. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA, with represented classification base salary ranges increasing by the COLA amount.

FY 2025-26 - Effective the first full pay period in July 2025, the City shall provide a four percent (4%) across-the board base salary COLA increase for all ICEA represented employee classifications. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA, with represented classification base salary ranges increasing by the COLA amount.

FY 2026-27 - Effective the first full pay period in July 2026, the City shall provide a three and one-half percent (3.5%) across-the board base salary COLA increase for all ICEA represented employee classifications. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA, with represented classification base salary ranges increasing by the COLA amount.

Education/Certificate Incentive Pay: Effective the first full payroll period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Section 06.04 will be modified to reflect that the effective date of the incentive pay will be the date on the education/certificate but will be retroactive to no more than thirty (30) days from when proof of degree or certification is received by Human Resources.

Unit members will receive reimbursement for required course-related digital textbooks upon request for reimbursement and proof of payment.

Special Assignment Pay: Effective upon adoption of this Tentative Agreement or the corresponding Successor MOU, Section 06.07 will be eliminated.

Vacation Accrual: Effective the first full payroll period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Section 06.11 will be modified as follows:

Calendar Year 2024– Employees will continue to accrue at current rate with no cap. Hours accrued over two hundred seventy-five (275) will be cashed out at one hundred percent (100%) in the first paycheck in January 2025.

Calendar year 2025 and going forward - Cap on vacation accrual shall be three hundred fifty (350) hours. Once an employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the employee until the accrual has been reduced below the cap. However, when, due to work circumstances and needs of the department, an employee is unable to utilize vacation leave, the City Manager may approve excess accumulated vacation, provided the employee reduces this total below the cap within six (6) months.

Bereavement Leave: Section 07.04 is modified to reflect up to five (5) days (no more than forty (40) hours of which would be paid) bereavement leave. City will develop Bereavement Leave Policy to comply with Government Code 12945.7 to include the following:

- ICEA bargaining unit members will be eligible for up to five (5) working days (no more than forty (40) hours of which would be paid) bereavement leave per incident If the employee requires more than five (5) days of bereavement, they may use vacation leave, sick leave, administrative leave, or compensatory time off that is otherwise available to the employee with prior approval, where appropriate.
- Employee must be employed by the City for at least thirty (30) days prior to the commencement of the bereavement leave.
- Employees are not required to take the bereavement leave on consecutive days but must complete leave within three (3) months of the date of death of the family member.
- The City can request documentation of the death of the family member.
- Family member for purposes of bereavement leave is defined as: A spouse, domestic partner, child, step-child, legal guardian, parent, grandparents, grandchild, sibling, half-sibling, parent-in-law, brother-in-law, or sister-in-law.

CalPERS Membership –Section 09.01 is modified to add the following:

Cost Sharing

Effective the first full pay period in July 2025, classic miscellaneous employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to California Government Code Section 20516(a). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

Effective the first full pay period in July 2026, classic miscellaneous employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to California Government Code Section 20516(a). This cost sharing contribution will be in addition to the eight percent (8%) employee contribution already paid by the employee and will increase the employee's contribution to a total of nine percent (9%).

Effective the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already being paid by the employee to a total of fifty and a half percent (50.5%).

Effective the first full pay period in July 2026, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent and a half percent (50.5%) of normal cost already being paid by the employee to a total of fifty-one percent (51%).

During the term of this MOU, the City shall initiate a CalPERS contract amendment so that the additional cost share percentages described above, fall under California Government Code Section 20516(a). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a PERS contract amendment as authorized by California Government Code Section 20516(f). The City and bargaining unit will take all actions necessary to implement the pension cost sharing agreement described here.

PARS Membership - Effective the first full payroll period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU or as soon as administratively practicable after adoption, Section 09.02 is modified to reflect that all miscellaneous Unit members hired before January 1, 2011, shall pay an additional two and one-tenths percent (2.1%) of salary, for a total of two and one-half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

Deferred Compensation - Effective the first full payroll period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Section 9.04 shall be modified to reflect that the City will match up to one hundred dollars ($100.00) per month of an employee's contribution to a City Authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

Uniform Allowance and Reimbursement - Effective the first full payroll period following City Council approval of this Tentative Agreement or the corresponding Successor MOU, Section 10.05 shall be modified to reflect the following:

- Amend title to reflect: Employee Uniforms
- Increase reimbursement for the following employees to up to four hundred fifty dollars ($450) for up to two (2) pairs of safety shoes/boots per fiscal year as required by the department head:
    - Bus Driver
    - Code Enforcement Officer
    - Janitor
    - Maintenance Aide
    - Maintenance Worker I
    - Maintenance Worker II
    - Maintenance Lead Worker
    - Senior Code Enforcement Officer
- Increase reimbursement to up to three hundred dollars ($300) for safety boots/shoes (may be more than one time as long as total does not exceed three hundred dollars ($300)) during the term of the

contract, as required by department head. Add Senior Center Leader/Bus Driver and IT Technican as eligible to receive this reimbursement.

- Develop Safety Boot/Shoe Policy to include standard requirements for shoes in order to receive reimbursement.

Personal Leave: Effective the first full payroll period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, add the following language pertaining to personal leave:

Upon request and with department director pre-approval, Unit members may use up to forty (40) hours of sick leave as "Personal Leave" per calendar year. The appropriate use of Personal Leave may include such situations as lawyer's appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be used to extend vacation time.

Sick Leave Cashout - Effective the first full payroll period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU or as otherwise stated, Section 10.02 is modified as follows:

- Unit members hired after the City Council adoption of this Tentative Agreement or the corresponding Successor MOU, shall not be eligible for sick leave cash out.
- Unit members hired after the City Council adoption of this Tentative Agreement or the corresponding Successor MOU shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.
- Effective upon City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Unit members who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.
- Vacation leave accrued over two hundred seventy-five (275) hours will be paid out at the "basic rate of pay" in the first paycheck in January 2025.
- Effective January 1, 2025, Unit members who are eligible for and elect to cash out sick leave may not cash out leave in an amount that would reduce sick leave balance to less than two hundred (200) hours.
- Effective January 1, 2025, it is agreed that the City's Personnel Rules Section 14.15.4 shall be modified such that Unit members vacation accrual will be capped at three hundred fifty (350) hours. Once an employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the employee until the accrual has been reduced below this cap.

Non-Substantive Language Clean-Up

- Typographical, grammar, and syntax corrections
- Using gender-neutral terminology
- Spelling out numbers, dollars, and percentages
- Adding "or designee" for City Manager

CITY OF IRWINDALE

Julian A. Miranda, City Manager

IRWINDALE CITY EMPLOYEES ASSOCIATION

Gary Strobehn, ICEA President

Item #20.H.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution Accepting a Tentative Agreement for Successor Memorandum of Understanding with the Irwindale Police Officers' Association ("IPOA")

City Manager's Recommendation:

Adopt Resolution No. 2024-74-3551 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS' ASSOCIATION ("IPOA"), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, HR/Risk Manager

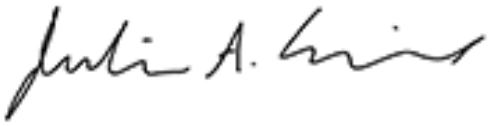
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Police Officers' Association ("IPOA") Memorandum of Understanding ("MOU") with the City of Irwindale ("City") expired on June 30, 2024. Pursuant to the Meyers-Milias-Brown Act (MMBA), representatives from the City and ICEA commenced negotiations for a successor MOU in March 2024.

Based on the progress made to date, the City has reached a tentative agreement with the IPOA for a three-year term, from July 1, 2024, through June 30, 2027 ("Tentative Agreement"). On August 20, 2024, the ICEA membership voted to accept the proposed terms and conditions as stated in the Tentative Agreement, but it remains subject to formal acceptance, approval, and adoption by the City Council, per Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

This Tentative Agreement is the product of MMBA-mandated meet and confer sessions that took place over the last several months between the City's negotiation team and the ICEA board members representing their unit. During the course of negotiations, management representatives met with the City Council to discuss the status and progress of these talks and received direction on specific items under consideration. The proposed agreement supports the City's goals of maintaining the ability to attract and retain skilled and experienced personnel, managing increasing pension costs, and reducing long-term expenditures.

The Tentative Agreement provides that IPOA members will contribute additional amounts towards the City's required employer contribution to CalPERS and PARS pension costs. The cost-sharing contributions will be phased in annually throughout the contract. In turn, the proposed contract establishes cost of living adjustments in each year of the contract. The cost of living adjustments and employee cost-sharing contributions are shown below:

- Year One: 5% cost of living adjustment to salary in exchange for a 2.1% increase in employee contribution towards the PARS retirement enhancement benefit for those miscellaneous employees hired prior to January 1, 2011.
    - 5% cost of living adjustment effective September 1, 2024, which is the first full pay period following the signing of the Tentative Agreement.

- Year Two: 4% cost of living adjustment to salary in exchange for the following increase in employee CalPERS contribution:
    - 1% for Miscellaneous Classic Members
    - .5% for Miscellaneous PEPRA Members
    - 1.5% for Sworn Classic Members
    - 1% for Sworn PEPRA members

- Year Three: 3.5% cost of living adjustment to salary in exchange for the following increase in employee CalPERS contribution:
    - 1% for Miscellaneous Classic Members
    - .5% for Miscellaneous PEPRA Members
    - 1.5% for Sworn Classic Members
    - 1% for Sworn PEPRA members

In addition to the cost of living adjustments and employee cost-sharing contributions to CalPERS and PARS, other key components include:

- Cap on vacation leave accrual at 350 hours
- Elimination of sick leave cash out for new employees
- Increase maximum accrual of compensation leave to 140 hours
- Reduce call back or call in pay to 3 hours
- Include traffic officer in MSL under certain circumstances

Fiscal Impact:

The total cost of implementing the proposed Tentative Agreement with the IPOA is projected at $681,433 over the three-year term. This amount includes all additional compensation and benefits as well as cost savings associated with employee pension cost sharing.

The projected cost of implementation is as follows:

Implementation Period	General Fund Cost
Year One (July 1, 2024 – June 30, 2025)	$307,289
Year Two (July 1, 2025 – June 30, 2026)	$198,932
Year Three (July 1, 2026 – June 30, 2027)	$175,212

A budget appropriation for FY 2024-25 is not required as amounts were projected in the current fiscal year budget. Funding for FY 2025-26 and 2026-27 will be incorporated into the City's future budgets.

Attachments:

1. Resolution No. 2024-74-3551

RESOLUTION NO. 2024-74-3551

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS' ASSOCIATION (IPOA), FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Irwindale ("City") has and continues to recognize the Irwindale Police Officers' Association ("IPOA") as the sole exclusive bargaining agent for certain City employees designated as sworn police officers and non-sworn police dispatchers for all matters concerning wages, hours, and working conditions; and

WHEREAS, the most current Memorandum of Understanding ("MOU") between the City and IPOA for the period of July 1, 2021, to June 30, 2024, is now expired; and

WHEREAS, the City's labor relations representatives and IPOA representatives have successfully met and conferred to negotiate a successor MOU between the parties, pursuant to both the Meyers-Milias-Brown Act (Government Code Sections 3500 *et seq*.)("MMBA") and the City's Employer-Employee Relations Resolution (Resolution No. 2018-03-2997), and have jointly prepared and executed the attached Tentative Agreement for a Successor MOU (deal points) between the City and IPOA for the period July 1, 2024, through and including June 30, 2027, subject to formal acceptance, approval, and adoption by the City Council; and

WHEREAS, MMBA Section 3505.1 provides: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, once approved by the governing body of a local agency, the MOU becomes a binding agreement between the employee organization and the local agency; and

WHEREAS, the City Council now desires to accept, approve, and adopt the Tentative Agreement and authorize the City Manager to prepare the MOU for City Council determination and approval; and

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

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

SECTION 2. The City Council accepts the Tentative Agreement for a Successor MOU between the City and IPOA for the period of July 1, 2024, through June 30, 2027, a copy of which is attached hereto as Attachment 1.

SECTION 3. This Resolution shall be effective immediately upon its passage and adoption. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 28th day of August, 2024.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-74-3551 was duly introduced at a regular meeting of the Irwindale City Council held on the 28th day of August 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

IRWINDALE

TENTATIVE AGREEMENT FOR SUCCESSOR IPOA MEMORANDUM OF UNDERSTANDING

August 20, 2024

The current Irwindale Police Officers' Association ("IPOA") Memorandum Of Understanding ("MOU") with the City of Irwindale ("City") expired on June 30, 2024. The City and IPOA have been in negotiations for a successor MOU.

The City and IPOA have reached a Tentative Agreement on terms for a successor MOU, which is represented by this document. It is understood and agreed that this comprehensive Tentative Agreement represents the complete and total agreement of the parties for a successor MOU and the conclusion of the collective bargaining process (subject to final approval by the City Council).

All other terms and conditions of the previous IPOA 2021-2024 MOU shall be maintained and remain unchanged unless expressly modified or changed herein as set forth below or until such time as a successor MOU is jointly prepared by the parties, ratified by the IPOA and accepted, approved, and adopted by City Council, which shall then supersede and replace this Tentative Agreement:

TENTATIVE AGREEMENT DEAL POINTS

Term: Three years covering the period July 1, 2024 through June 30, 2027.

Salary: FY 2024-25 - Effective the first full pay period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, the City shall provide a five percent (5%) across-the board base salary cost of living adjustment ("COLA") increase for all employee classifications in the IPOA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA.

FY 2025-26 - Effective the first full pay period in July 2025, the City shall provide a four percent (4%) across-the board base salary COLA increase for all employee classifications in the IPOA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA.

FY 2026-27 - Effective the first full pay period in July 2026, the City shall provide a three and a one half percent (3.5%) across-the board base salary COLA increase for all employee classifications in the IPOA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA.

Bilingual Pay: Effective the first full pay period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Section 06.03 will be modified to reflect that all Full-Time Unit members are eligible for Bilingual Bonus Pay commencing from start of employment if required by the department and after passing appropriate exam.

Education/Certificate Incentive Bonus Pay: Effective the first full pay period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Section 06.04 will be modified to reflect that the effective date of the incentive pay will be the date on the education certificate, but will be retroactive to no more than thirty (30) days from when proof of degree or certification is received by Human Resources.

Unit members will receive reimbursement for required course-related digital textbooks upon request for reimbursement and proof of payment.

Compensatory Leave: Effective the first full pay period following City Council adoption of Tentative Agreement or Successor MOU Section 06.13 is modified to reflect Unit members may accrue a maximum of one hundred forty (140) hours of compensatory leave.

Show-Up Time: Effective the first full pay period following City Council adoption of Tentative Agreement or Successor MOU, Section 07.08 shall be modified to reflect that Unit members will receive four (4) hours for court show-up and three (3) hours for any other type of call back or call in.

Vacation Accrual: Effective the first full pay period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Section 08.01 will be modified as follows:

Calendar Year 2024– Employees will continue to accrue at the current rate with no cap. Hours accrued over two hundred seventy-five (275) will be cashed out at one hundred percent (100%) in the first paycheck of January 2025.

Effective January 1, 2025, and going forward, it is agreed that the City's Personnel Rules Section 14.15.4 shall be modified such that Unit members' vacation accrual will be capped at three hundred fifty (350) hours. Once an employee has accumulated the maximum accrual amount, no more vacation leave will be accrued by the employee until the accrual has been reduced below the cap. However, when due to work circumstances and needs of the department, an employee is unable to utilize vacation leave, they shall request approval for excess accumulated vacation. The City Manager or designee will not unreasonably deny such request, provided the employee reduces this total below the cap within six (6) months.

Bereavement Leave: Section 11.03 will be modified to reflect up to five (5) days (no more than forty (40 of which would be paid) bereavement leave. The City will develop a Bereavement Leave Policy to comply with Government Code 12945.7 to include the following:

- IPOA bargaining unit members will be eligible for up to five (5) working days (no more than forty (40) hours of which would be paid for full-time unit members) bereavement leave per incident. If the employee requires more than five (5) days for bereavement, they may use vacation leave, sick leave, administrative leave, or compensatory time off that is otherwise available to employee with prior approval, where appropriate.
- Employee must be employed by the City for at least thirty (30) days prior to the commencement of bereavement leave.
- Employees are not required to take the bereavement leave on consecutive days but must complete leave within three (3) months of the date of death of the family member.
- The City can request documentation of the death of the family member.
- Family member for purposes of bereavement leave is defined as: A spouse, domestic partner, child, step-child, legal guardian, parent, grandparent, grandchild, sibling, half-sibling, parent-in-law, brother-in-law, or sister-in-law.

Elective Cash Out of Vacation and Sick Leave: Effective the first full pay period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU or as otherwise stated, Section 11.02 shall be modified as follows:

- Unit members hired after the City Council adoption of Tentative Agreement or Successor MOU, shall not be eligible for sick leave cash out.
- Unit members hired after the City Council adoption of Tentative Agreement or Successor MOU shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.
- Unit members who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.
- Effective January 1, 2025, Unit members who are eligible for and elect to cash out sick leave may not cash out leave in an amount that would reduce sick leave balance to less than two hundred (200) hours.

Special Rules Lateral Hire: - Effective the first full pay period following City Council adoption of this Tentative Agreement or the corresponding Successor MOU, Sections 10.01(A) and 10.01(B) are eliminated.

PARS Membership: Effective the first full pay period following City Council adoption of Tentative Agreement or Successor MOU or as soon as administratively practicable, Section 13.01 shall be modified to reflect that all miscellaneous Unit members hired before January 1, 2011, shall pay an additional two and one-tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

CalPERS Membership: –Section 13.02 shall be modified to add the following:

Cost Sharing

Effective with the start of the first full pay period in July 2025, classic miscellaneous employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost-sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

Effective with the start of the first full pay period in July 2026, classic miscellaneous employees will contribute an additional one percent (1.0%) of compensation earnable (for a total of 2% of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost-sharing contribution will be in addition to the eight percent (8%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of nine percent (9%).

Effective with the start of the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the

fifty percent (50%) of normal cost already being paid by the employee to a total of fifty and a half percent (50.5%).

Effective with the start of the first full pay period in July 2026, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant an amendment to the City's contract with CalPERS under to California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty and a half percent (50.5%) of normal cost already being paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2025, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost-sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already being paid by the employee and will increase the employee's contribution to a total of ten and one-half percent (10.5%).

Effective with the start of the first full pay period in July 2026, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable (for a total of 3% of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost-sharing contribution will be in addition to the ten and one-half percent (10.5%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of twelve percent (12%).

Effective with the start of the first full pay period in July 2025, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2026, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty-one percent (51%) of normal cost already being paid by the employee to a total of fifty-two percent (52%).

During the term of this MOU, the City shall initiate a CalPERS contract amendment so that the additional cost share percentages described above fall under California Government Code Section 20516(a). If for any reason the City is not able to make any of the cost-sharing deductions set forth above, the cost-sharing will be implemented outside of a PERS contract amendment as authorized by California Government Code Section 20516(f). The City and bargaining unit will take all actions necessary to implement the pension cost-sharing agreement described here.

MSL: Effective the first full pay period following City Council adoption of Tentative Agreement or Successor MOU, Section 14.06 shall be modified to include traffic officers in MSL when an employee calls in sick for their scheduled workday, in accordance with department policy. The watch commander will

utilize the traffic officer in lieu of calling in another officer to cover MSL for the duration of the traffic officer's scheduled shift.

Non-Substantive Language Clean-Up

- Typographical, grammar, and syntax corrections
- Using gender-neutral terminology
- Spelling out numbers, dollars, and percentages
- Adding "or designee" for City Manager

CITY OF IRWINDALE	IRWINDALE POLICE OFFICERS' ASSOCIATION
Julian A. Miranda, City Manager	Manuel Campos, IPOA President

Item #20.I.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolutions Approving Salaries and Benefits for Unclassified Management Employees and Benefits for Part-Time Employees

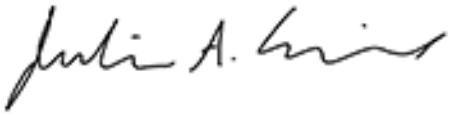
City Manager's Recommendation:

1. Adopt Resolution No. 2024-63-3540 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-116-3238, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES."
2. Adopt Resolution No. 2024-62-3539 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2023-88-3466, ADOPTING BENEFITS FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES."

Administrative Action:

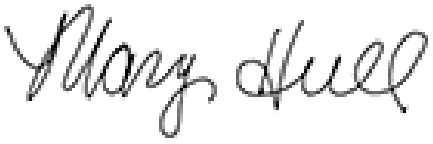
Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, HR/Risk Manager



Reviewed by:

Adrian R. Guerra, City Attorney

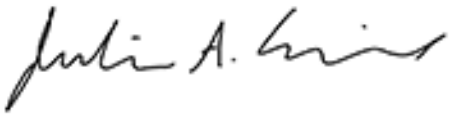


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Unrepresented management employees and unrepresented part-time and permanent part-time employees receive compensation and benefits adjustments through City Council-adopted resolutions. Historically, these salary and benefit adjustments are in concert with the other employee association agreements.

The miscellaneous employee association, management association, and the Irwindale Police Officers' Association have reached agreements for their successor Memoranda of Understanding for the term beginning July 1, 2024, through June 30, 2027. Resolution Nos. 2024-63-3540 and 2024-62-3639 will provide for cost-of-living adjustments and other benefit adjustments similar to the three-year agreements currently being considered herewith for the employee associations.

Resolution No. 2024-63-3540

Resolution No. 2024-63-3540 includes the following key proposed changes:

- Compensation adjustment: 5% cost of living adjustment to salary in exchange for a 2.1% increase in employee contribution towards the PARS retirement enhancement benefit for miscellaneous unrepresented management employees hired prior to January 1, 2011.
    - 5% cost of living adjustment effective September 1, 2024

- Deferred compensation match of up to $100 per month.
- Use of 40 hours of sick leave for personal leave.
- Cap on vacation leave accrual at 350 hours.
- Elimination of sick leave cash out for new employees.
- Increase Administrative Leave by 10 hours to 70 hours per calendar year – must be used in year credited and will not be paid out or carried forward.
- Minor language revisions to comply with updated laws and clean-up language to accurately reflect current practices and procedures.

Resolution No. 2024-63-3540 covers Fiscal Year 2024-2025 only.

A resolution addressing any future cost of living increases and employee pension cost-sharing contributions will be brought back for City Council consideration at a future date.

Resolution No. 2024-62-3539

The Unrepresented Part-Time Employee Benefits Resolution, last amended by Resolution No. 2023-87-3465 on December 13, 2023, outlines the benefits for all unrepresented permanent part-time and nonpermanent part-time employees. Resolution No. 2024-62-3539 includes the following key proposed benefit changes for permanent part-time employees:

- 2.1% increase in employee contribution towards the PARS retirement enhancement benefit for those employees hired prior to January 1, 2011.
- Use of forty (40) hours of sick leave for personal leave.
- Elimination of sick leave cash out for new employees.
- Minor language revisions to comply with updated laws and clean-up language to accurately reflect current practices and procedures.

Concurrently considered herewith, Salary Resolution No. 2024-64-3541 includes a five percent (5%) cost of living adjustment for all permanent part-time and nonpermanent part-time employees effective September 1, 2024.

Fiscal Impact:

Unclassified Management

The total cost of amending the Schedule of Salaries and Benefits through Fiscal Year 2024-2025 is $110,135. This amount includes all additional compensation and benefits and cost savings associated with employee pension (PARS) cost sharing.

The projected cost of implementation is as follows:

Period	General Fund Cost	Other Funds Cost
September 1, 2024 – June 30, 2025	$59,473	$50,662

A budget appropriation for FY 2024-25 is not required as amounts were projected in the current fiscal year budget.

Permanent Part-Time and Nonpermanent Part-Time

The total cost of the five percent (5%) cost of living adjustment for permanent part-time and nonpermanent part-time employees, which is included in Salary Resolution No. 2024-64-3541, is $61,280 (General Fund: $50,862, MIF: $10,418). A budget appropriation for FY 2024-25 is not required as amounts were projected in the current fiscal year budget.

Attachments:

1. Resolution No. 2024-63-3540

2. Resolution No. 2024-62-3539

RESOLUTION NO. 2024-63-3540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-116-3238, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

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

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

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

WHEREAS, the City of Irwindale City Manager has the authority to appoint, remove, promote, and demote any officers and employees of the City, including Department Directors, pursuant to Irwindale Municipal Code Section 2.08.050; and

WHEREAS, the City currently has Department Director classifications that include the Assistant City Manager, Chief of Police, Community Development Director, Director of Engineering/Building Official, Finance Director/City Treasurer, and Public Services Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, on December 12, 2021, the City Council adopted Resolution No. 2021-116-3238 for unclassified, unrepresented management employees, which outlines the compensation and benefits of said employees; and

WHEREAS, the City Council desires to replace Resolution No. 2021-116-3238 with this Resolution to reflect compensation and benefit adjustments.

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

SECTION 1. This Resolution shall supersede and replace Resolution No. 2021-116-3238 in its entirety. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein.

SECTION 2. The City Council hereby approves the Schedule of Salaries and Benefits for Unclassified Management Employees effective August 28, 2024, attached as Attachment A. In the event the City Manager desires to exceed any of the parameters set forth therein, City Council authorization shall be required.

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

PASSED, APPROVED, AND ADOPTED this 28th day of August, 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. 2024-63-3540 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 28th day of August 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT A

SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

ARTICLE 01
INTRODUCTION

SECTION 01.01 AFFECTED EMPLOYEES

This Schedule of Salary and Benefits for Unclassified Management Employees ("Schedule") shall be in force and effect for the following classifications of Unclassified Management employees with the City of Irwindale ("City"), hereinafter referred to as the "Affected Employee(s)":

Assistant City Manager
Chief of Police
Community Development Director
Director of Engineering/Building Official
Finance Director/City Treasurer
Public Services Director

ARTICLE 02
SALARY & DUTIES

SECTION 02.01 BASIC COMPENSATION PLAN

There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article 1, Section 01.01 above. The salary and wage schedules set forth in Exhibit A shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

SECTION 02.02 SALARY AND WAGE SCHEDULE

The salary ranges for Unclassified Management employees reflected in Exhibit A (Unclassified Management Salary Schedule), are effective September 1, 2024, and reflect that Affected Employees covered by this Resolution receive a five percent (5%) base salary increase.

The initial salary for new hires and promoted employees shall be between the "Minimum" and "Maximum" salary range for the applicable position. The City Manager shall have sole discretion to appoint a new hire to a salary commensurate with the prospective employee's education, experience and qualifications as they relate to the classification.

SECTION 02.03 EMPLOYMENT STATUS

The employment of Affected Employees with the City is "at-will" serving solely at the pleasure of the

City Manager and Affected Employees are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article 13, Sections 13.01 and 13.02.

SECTION 02.04 FLSA EXEMPT STATUS

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

SECTION 02.05 OTHER ACTIVITIES

Affected Employees shall focus their professional time, ability, and attention to City business during term of employment with the City. Employee shall not engage, without the express prior written consent of the City Manager, in any other business, duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of their position.

SECTION 02.06 ADVANCEMENT WITHIN SCHEDULE

An Affected Employee shall be considered for advancement within the steps of the salary range for their respective classification set forth above at the discretion of the City Manager. Salary advancement for employees in classifications covered by these Rules shall be based upon the employee's overall performance rating as demonstrated in their Annual Performance Review as determined by the initial appointment date.

The City Manager may authorize accelerated movement through the salary range for exceptional performance or to address compaction issues related to other classifications within the Affected Employee's own department.

SECTION 02.07 WORK SCHEDULES

Affected Employees are expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The proper performance of the duties will require Affected Employees to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Affected Employees such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. An Affected Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Affected Employees shall not be entitled to any compensation for overtime.

SECTION 02.08 CITY DOCUMENTS

All data, studies, reports and other documents prepared by Affected Employees while performing their duties during the term of employment shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Affected Employees in connection with the performance of their job duties shall be held confidential by Affected Employees to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by an Affected Employee, without the prior written consent of the City Manager, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of their job duties, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

ARTICLE 03
OTHER COMPENSATION

SECTION 03.01 ANNUAL SERVICE AWARD PAY

Affected Employees shall be entitled on the fifth (5th) consecutive employment year with the City to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, the annual service award pay will be paid the first pay day in December of the qualifying year. Affected Employees must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 03.02 BILINGUAL PAY

The City shall pay Affected Employees an additional two and one-half percent (2½%) of base salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if an Affected Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year.

SECTION 3.03 CITY TREASURER STIPEND

Irwindale Municipal Code section 2.12.050 provides for a salary of fifty dollars ($50.00) per month for the City Treasurer. Accordingly, the Affected Employee in the classification of Finance Director who is also appointed as City Treasurer shall be provided a Stipend in the amount of $50.00 per month for the duration of the appointment as City Treasurer.

SECTION 03.04 EDUCATION INCENTIVE

Affected Employees shall be provided an education incentive as follows:

A. **B.A/B.S. Degrees.** Affected Employees who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one

thousand five hundred dollars ($1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the over the twenty-six (26) bi-weekly pay periods in a calendar year.

B. **Master's Degree.** Affected Employees who have been awarded a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year. An Affected Employee eligible for a Master's degree education incentive payment pursuant to this section 03.03 subsection B shall not be eligible for a B.A./B.S. degree education incentive payment pursuant to section 03.03 subsection A.

C. In addition to the education incentive as reflected in section 03.04 subsection A and B, the classification of Chief of Police shall be entitled to receive bonus pay in addition to basic compensation for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates as set forth by the percentages of basic compensation below:

2 ½% Bonus for Advanced Certificate;
2 ½% Bonus for Supervisory Certificate;
2 ½% Bonus for Management Certificate.

To be eligible for Education Incentive Pays, the coursework and/or degrees must be from an institution accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

The effective date of the incentive pay will be the date on the proof of education or certificate and will be retroactive to no more than thirty (30) days from when proof of education or certificate is received by Human Resources.

ARTICLE 04
HOLIDAYS

SECTION 04.01 HOLIDAY DATES

Affected Employees shall be entitled to the holidays listed below.

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Cesar Chavez Day	March 31
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veterans Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day After Thanksgiving Day	Fourth Friday in November
11.	Christmas Eve (1/2 Day)	December 24

12.	Christmas	December 25
13.	New Year's Eve (1/2 Day)	December 31

If any of the foregoing holidays fall on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. For any holiday that falls on a Sunday, it will be at the City Manager's discretion as to whether it will be observed on the following Monday.

SECTION 04.02 FLOATING HOLIDAYS

At the beginning of each calendar year, Affected Employees shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, as determined by the City Manager, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

Upon separation of employment, all earned but unused floating holiday hours will be paid to the Affected Employee at the base hourly rate of pay then in effect.

ARTICLE 05
SICK LEAVE AND VACATION LEAVE ACCRUAL

SECTION 05.01 SICK LEAVE ACCRUAL

Affected Employees shall accrue 3.693 hours of sick leave on a bi-weekly basis (i.e. per pay period).

SECTION 05.02 PERSONAL LEAVE

Effective September 1, 2024, upon request and with department director pre-approval, Unit members may use up to forty (40) hours of sick leave as “Personal Leave” per calendar year. The appropriate use of Personal Leave may include such situations as lawyer’s appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be used to extend vacation time.

SECTION 05.02 VACATION LEAVE ACCRUAL

Affected Employees shall accrue vacation leave in accordance with the formula below The number of hours accrued bi-weekly, based on service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Affected Employee's anniversary date of commencement of full-time continuous employment with the City.

Hours accrued over two hundred seventy-five (275) shall be cashed out at one hundred percent (100%) to be included in the first paycheck in January 2025.

Effective January 1, 2025, and going forward, the cap on vacation accrual shall be three hundred fifty (350) hours. Once an Affected Employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the Affected employee until the accrual has been reduced below the cap. However, when, due to work circumstances and needs of the department, an Affected Employee is unable to utilize vacation leave, the City Manager may approve excess accumulated vacation, provided the Affected Employee reduces this total below the cap within six (6) months.

An Affected Employee shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the City Manager.

ARTICLE 06
SICK LEAVE AND VACATION LEAVE CONVERSION

Affected Employees who elect to convert accrued vacation or sick leave to compensation as provided for herein shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued vacation or sick leave to be converted, and in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), must comply with the following:

1. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15 of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation or sick leave.

2. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless a written rescission is received in writing by Human Resources no later than December 15 of the calendar year prior to conversion.

3. Employees who fail to submit an election by December 15 of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave converted to cash for that calendar year.

4. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December,

March, and June).

5. Employees will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

6. Affected Employees may not convert sick leave in an amount that shall reduce their sick leave balance to less than eighty (80) hours.

7. Effective January 1, 2025 and going forward, Affected Employees may not convert sick leave in an amount that would reduce their sick leave balance to less than two hundred (200) hours.

Sick leave payments upon termination or periodic conversion request will be provided as follows:

over 950 hours	25% of total sick leave value
571-950 hours	50% of total sick leave value
1st 570 hours	75% of total sick leave value

Upon termination from employment with the City, earned and unused vacation hours will be paid to the employee at the employee's base hourly rate of pay then in effect.

Affected Employees hired on or after August 29, 2024, shall not be eligible for elective sick leave cash out or cash out of sick leave upon separation of employment or retirement from the City.

Affected Employees hired on or after August 29, 2024, shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.

Affected Employees who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.

ARTICLE 07
EXECUTIVE LEAVE

In recognition that Affected Employees are not entitled to receive overtime compensation despite devoting hours beyond the normal workweek, employees may be allowed to take executive leave upon approval of the City Manager.

All Affected Employees shall accrue executive leave at the rate of seventy (70) hours per year, which hours shall be credited to Affected Employees the first pay period in January of each calendar year. Executive leave hours must be used in the calendar year in which they were credited to the Affected Employee. All executive leave hours must be used in the calendar year in which they were credited to the Affected Employees. Executive leave has no cash value and shall not be paid out or carried forward; and therefore, agreement to this section constitutes a waiver of Labor Code Section 227.3.

The policy set by the 2008 Partial Day Absences for Exempt Employees Memo (no leave deduction for absences lasting less than four hours in a single workday) is eliminated and instead Affected

Employees will have hour-for-hour deductions to leave banks. In partial recognition of prolonged, uncommon, or exceptional hours of work beyond the standard work expectations for Affected Employees, City Manager may, at their discretion, adjust employees' work hours and allow Affected Employees to take time off without using accrued leave.

ARTICLE 8
OTHER LEAVES

SECTION 08.01 WORKERS' COMPENSATION

The City shall provide Workers' Compensation benefits in accordance with State Law and these provisions.

The City has the right to require the employee to go to a City selected physician, unless the employee has pre-designated a physician, to verify the reported injury/illness and if it restricts the employee from performing his or her regular job assignment.

A. NON-SWORN EMPLOYEES

Affected Employees who sustain a work-related injury or illness on-the-job and file a claim for workers' compensation benefits which is accepted, shall receive a sum which, when added to the amount of temporary disability payment, if any, will result in a payment equal to such an employee's regular compensation for a maximum period of one (1) year. The one (1) year period need not be consecutive if the employee's absence is directly traceable to a single incident. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental, life and AD&D insurance). Vacation and sick leave shall continue to accrue during this time.

B. SWORN EMPLOYEES

Base salary and benefit continuance for sworn Affected Employees shall be in accordance with California Labor Code Section 4850.

SECTION 08.02 JURY DUTY AND WITNESS LEAVE

A. JURY DUTY

Affected Employees shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

B. WITNESS LEAVE

If an Affected Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency requiring an Affected Employee to serve as a witness in a legal action, the Affected Employee shall be entitled to be absent from work at their regular rate of pay, provided that any fees, except mileage, are deposited with the City.

SECTION 08.03 MILITARY LEAVE

Military Leave requirements for Affected Employees shall be granted consistent with state and federal law pursuant to City's Personnel Rule 7.15.

SECTION 08.04 LEAVE OF ABSENCE WITHOUT PAY

Affected Employees may apply in writing to the City Manager for a leave of absence without pay. If the City Manager determines there is adequate justification to grant such a leave of absence and that the work of the department will not be significantly impacted by a temporary absence of the employee, the leave without pay may be authorized, with the condition that the employee be available by phone if the City Manager needs to contact him/her. The City Manager's decision is final and not subject to grievance or appeal. The City Manager may also terminate or cancel early any authorized leave by giving the employee notice of 10 calendar days. Notice will be given by any means including, but not limited to phone call, text, or U.S. mail.

Any Affected Employee requesting a leave of absence without pay shall utilize all of his/her executive leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay.

Any leave of absence without pay of 10 hours or more shall result in a pro-rata accrual of vacation, sick leave or holiday credits. A leave of absence without pay of thirty-eight (40) hours or more shall not result in a pro-rata reduction of employer paid health benefit payments.

SECTION 08.05 BEREAVEMENT LEAVE

Consistent with the City's Bereavement Leave Policy, Affected Employees shall be entitled to bereavement leave of up to five (5) working days (no more than forty (40) hours of which would be paid) per incident. If the Affected Employee requires more than forty (40) hours for bereavement, they may use vacation leave, executive leave, or sick leave available to the Affected Employee, with prior approval, where appropriate.

ARTICLE 9
EMPLOYEE BENEFITS

SECTION 09.01 MEDICAL BENEFITS

Medical Benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for Affected Employees and their eligible dependents as defined by CalPERS.

SECTION 09.02 DENTAL BENEFITS

The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for Affected Employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 09.03 VISION BENEFITS

The City pays one hundred percent (100%) of the premium for a vision plan for Affected Employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 09.04 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

Any Affected Employee who elects to opt-out of medical, dental & vision coverages offered by the City will be paid a cash benefit in lieu of said coverage equal to one half (1/2) of the average monthly cost to the City for single employee medical insurance coverage only (not including dental or vision), provided such Affected Employee can demonstrate, to the satisfaction of the City, that he/she has opted out of all three coverages and can demonstrate to the satisfaction of the City, that such Affected Employee has substantially equivalent medical coverage through some other insurance plan, which plan shall remain in full force and effect during the entire term of employment of such Affected Employee with the City. The City shall have the sole and unfettered right to determine whether such Affected Employee has satisfactorily demonstrated substantially equivalent medical coverage, and any such Employee seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical coverage in a form satisfactory to the City. Payment shall be made bi-weekly through the regular payroll system.

SECTION 09.05 LIFE INSURANCE

The City shall provide and pay for a life insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each.

SECTION 09.06 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City shall provide and pay for an accidental death and dismemberment (“AD&D”) insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00).

SECTION 09.08 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City shall pay the premium for participation in an Employee Assistance Program (EAP) for Affected Employees and their eligible dependents.

SECTION 09.09 STATE DISABILITY INSURANCE

Affected Employees are participants in the state-sponsored short-term disability program at no expense to the City.

SECTION 09.10 DEFERRED COMPENSATION

Effective September 1, 2024, the City will match up to one hundred dollars ($100.00) per month of an Affected Employee’s contribution to a City Authorized Deferred Compensation Plan authorized

under Internal Revenue Code Section 457. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

SECTION 09.11 FLEXIBLE SPENDING ACCOUNT

Affected Employees shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The maximum contribution amounts shall be established in accordance with applicable laws. Employee participation in such plans is voluntary and Affected Employees shall be solely responsible for any desired plan contributions. The City does not provide legal or tax advice to Affected Employees as to whether dependent care and health care expenses are legally tax-deductible to or by them.

SECTION 09.12 UNIFORM ALLOWANCE- CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police shall receive an annual uniform allowance of One Thousand Four Hundred Dollars ($1,400) in the second pay period of each July.

SECTION 09.13 SIDEARM – CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police who separates from employment in good standing shall be entitled to purchase their duty weapon at fair market value.

SECTION 09.14 UNIFORM REIMBURSEMENT

Affected employees in the classifications of Director of Engineering/Building Official and Community Development Director shall receive a one-time reimbursement up to ($200.00) for one (1) pair of safety shoes/boots as required by the City Manager.

SECTION 09.15 BUSINESS RELATED EQUIPMENT

The City shall supply each Affected Employee with a portable laptop computer or tablet (inclusive of office docking station).

SECTION 09.15 AUTOMOBILE ALLOWANCE

The Affected Employee in the classification of Chief of Police shall be provided with a vehicle, fuel, and maintenance for City-related and *de minimis* personal use. Any personal use beyond *de minimis* may be subject to the reporting requirements as taxable income, and any applicable taxes shall be the responsibility of the employee to pay and are not paid by the City.

SECTION 09.16 TUITION REIMBURSEMENT

Affected Employees applying for tuition reimbursement shall be initially eligible to receive tuition reimbursement of 20% of an allocated $15,000, provided that such funds are available in the fiscal year such request is made by the Affected Employee. If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse the Affected Employee if accumulated reimbursable educational expenses are in excess

of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

All courses taken and completed must have prior written approval of the City Manager. Courses must be graduate-level courses and be related to the Affected Employee's employment with the City. Upon completion of each course, the Affected Employee must complete the appropriate City form requesting tuition reimbursement. A passing grade of "C" or better is required, and a copy of the grade and all receipts must be attached. Affected Employees may also be reimbursed for costs of books, tuition, and lab fees for classes.

To be eligible for reimbursement, Employee must submit the request for reimbursement within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

ARTICLE 10
PROFESSIONAL DEVELOPMENT

SECTION 10.01 MEMBERSHIP

The City encourages Affected Employees' continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Manager.

SECTION 10.02 OUT-OF-TOWN MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost for registration, travel, lodging, meals, and other expenses incurred by their while attending overnight, out-of-town meetings or seminars related to his/her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible the Affected Employee must have budgeted funds available for same; provided, however, that the City Manager may, in his or her sole discretion, approve such unbudgeted expenditures if he or she deems it in the best interests of the City.

SECTION 10.03 LOCAL MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his/her employment with City in accordance with the City's policies for expense reimbursement.

SECTION 10.04 INCIDENTAL EXPENSES

The City shall reimburse Affected Employees the actual cost of those incidental expenses necessarily incurred by him/her while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

SECTION 10.05 APPROVAL BY CITY MANAGER

To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 10.0, Affected Employees shall obtain approval of the City Manager or their designee.

ARTICLE 11
RETIREMENT

SECTION 11.01 CALPERS

The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and Affected Employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each Affected Employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

A. Tier I Miscellaneous (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

B. Tier II Miscellaneous (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

C. Tier III (PEPRA) Miscellaneous (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

1. 2% @ 62 retirement benefit formula
2. Fourth Level of 1959 Survivors Program

3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected Employee shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said ”new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

D. Tier I Sworn (Employees hired prior to January 1, 2011 and determined to be a “classic member” by CalPERS)

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

E. Tier II Sworn (Employee hired on or after May 1, 2011, and determined to be a “classic member” by CalPERS)

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

F. Tier III (PEPRA) Sworn (Employees hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04)

1. 2.7% @ 57 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected Employees shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said ”new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater

SECTION 11.02 PARS

Pursuant to Government Code §53216, the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords non-sworn employees the retirement benefit commonly referred to as "1% at 55." The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the preceding Section.

A. Miscellaneous Employee Hired Before January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities

B. MiscellaneousEmployees Hired After January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

C. MiscellaneousEmployees Hired After January 1, 2011

1. Affected Employees shall individually pay a PARS contribution rate of fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

Affected Employees hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

Effective September 1, 2024, or as soon as administratively practicable, all miscellaneous Affected Employees hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

SECTION 11.03 RETIREE MEDICAL BENEFITS

Affected Employees who were hired before January 1, 2011 and who retire from the City as a CalPERS-eligible retiree 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, inclusive of eligible dependents as defined by CalPERS, so long as Affected Employee remains eligible for CalPERS medical coverage.

For Affected Employees 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.

ARTICLE 12
BONDS AND INDEMNIFICATION

SECTION 12.01 INDEMNIFICATION

To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Affected Employees against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

SECTION 12.02 BONDS

City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of an Affected Employee's services.

ARTICLE 13
TERMINATION AND SEVERANCE

Affected Employees shall be entitled to severance only as provided in this Article 13. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of an Affected Employee with respect to severance pay in the event of the termination without cause.

SECTION 13.01 NON-SWORN AFFECTED EMPLOYEES

A. Termination Without Cause

By providing a non-sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a non-sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a non-sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only.

B. Resignation

Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination For Cause

The City may terminate a non-sworn Affected Employee for cause at any time by providing non-sworn Affected Employee with five (5) business days' written notice of termination for cause and the facts and grounds constituting such cause. In the event a non-sworn Affected Employee is terminated for cause, as defined in this section below, the City shall have no obligation to pay the severance provided for above.

For the purposes of this Section 13, "cause" for termination shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules and the Irwindale Police Department policy manual, (8) use or possession of illegal drugs, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, (11) significant mismanagement of City finances, (12) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or 15) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

SECTION 13.02 SPECIAL PROCEDURES FOR SWORN AFFECTED EMPLOYEES

With respect to the position of sworn Affected Employees only, in order to comply with the requirements of the Public Safety Officers Procedural Bill of Rights Act (POBRA) (Cal. Gov. Code §3300 *et seq*.), specifically California Government Code section 3304(c), the following termination procedures shall apply. The City Manager or someone acting in the capacity as City Manager may terminate a sworn Affected Employee at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the POBRA, including but not limited to Government Code section 3304(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate a sworn Affected Employee as provided herein shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 12.02, a sworn

Affected Employee shall not have any rights provided for the Chief of Police or sworn personnel under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Chief of Police. Notwithstanding this Section 12.02, sworn Affected Employees shall remain as at-will employees serving at the pleasure of the City Manager

A. Termination Without Cause

By providing a sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only. Prior to such termination, in order to be eligible for severance as provided in this Section, a sworn Affected Employee must have worked for the City a minimum of six (6) months.

In order to comply with the requirements of California Government Code section 3304(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

1. The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day notice period provided under this Section 12.02.A.

2. Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay as provided in this Section 12.02.A.

B. Resignation

Should a sworn Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination for Cause

The City may terminate a sworn Affected Employee for cause at any time by providing the employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined the same as in Section 12.01(B) above. For any of the conduct described in this Section constituting cause for termination, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates a sworn Affected Employee for

cause, the City shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager of a sworn Affected Employee for cause shall be conducted in accordance with the following procedures:

1. Within five (5) days of receipt of written notice under this Section, a sworn Affected Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of a sworn Affected Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

2. Upon a sworn Affected Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the sworn Affected Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3304(c) and for purposes of this subdivision, the removal of a sworn Affected Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for the sworn Affected Employee's termination in addition to those reasons constitution cause for termination.

3. At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the sworn Affected Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

4. Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether the sworn Affected Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Resolution unless severance was already tendered. Following City Council's review and consideration of the advisory decision, the sworn Affected Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

SECTION 13.03 LIMITATION ON SEVERANCE (GOVERNMENT CODE §53260)

This Resolution does not create a defined term of employment for any Affected Employee, but in the event this resolution is construed by a court of law to have a fixed term, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section

53260, then the amount paid to an Affected Employee shall be reduced in the amount necessary to comply with such statute. (Government Code section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in Section 5.1(b).)

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly		346.23	346.23	346.23	346.23	346.23
			Monthly	Elected	750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	105.2894	110.5538	116.0817	121.8861	127.9803
			Bi-Weekly		8,423.15	8,844.31	9,286.54	9,750.88	10,238.42
			Monthly		18,250	19,163	20,121	21,127	22,183
			Annual		219,002	229,952	241,450	253,523	266,199
Director	Assistant City Manager	1	Hourly	81	88.5764	93.0053	97.6558	102.5385	107.6654
			Bi-Weekly		7,086.12	7,440.42	7,812.46	8,203.08	8,613.23
			Monthly		15,353	16,121	16,927	17,773	18,662
			Annual		184,239	193,451	203,124	213,280	223,944
Director	Chief of Police	1	Hourly	85	99.7288	104.7154	109.9510	115.4486	121.2212
			Bi-Weekly		7,978.31	8,377.23	8,796.08	9,235.88	9,697.69
			Monthly		17,286	18,151	19,058	20,011	21,012
			Annual		207,436	217,808	228,698	240,133	252,140
Director	Community Development Director	1	Hourly	78	82.2519	86.3644	90.6827	95.2168	99.9779
			Bi-Weekly		6,580.15	6,909.15	7,254.62	7,617.35	7,998.23
			Monthly		14,257	14,970	15,718	16,504	17,330
			Annual		171,084	179,638	188,620	198,051	207,954
Director	Director of Engineering/Building Official	1	Hourly	80	86.4159	90.7365	95.2736	100.0370	105.0389
			Bi-Weekly		6,913.27	7,258.92	7,621.88	8,002.96	8,403.12
			Monthly		14,979	15,728	16,514	17,340	18,207
			Annual		179,745	188,732	198,169	208,077	218,481
Director	Finance Director/City Treasurer	1	Hourly	79	84.3082	88.5236	92.9495	97.5971	102.4769
			Bi-Weekly		6,744.65	7,081.88	7,435.96	7,807.77	8,198.15
			Monthly		14,613	15,344	16,111	16,917	17,763
			Annual		175,361	184,129	193,335	203,002	213,152
Director	Public Services Director	1	Hourly	74	74.5163	78.2423	82.1543	86.2620	90.5750
			Bi-Weekly		5,961.31	6,259.38	6,572.35	6,900.96	7,246.00
			Monthly		12,916	13,562	14,240	14,952	15,700
			Annual		154,994	162,744	170,881	179,425	188,396

RESOLUTION NO. 2024-62-3539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2023-88-3466, ADOPTING BENEFITS FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES

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

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

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

WHEREAS, a number of unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time employees rely on the City Council to provide an appropriate compensation and benefit system; and

WHEREAS, to facilitate administration and in accordance with applicable laws and regulations, the City Council adopted Resolution No. 2023-88-3466 on December 13, 2023, establishing the benefits for at-will part-time City employees; and

WHEREAS, the City Council desires to replace Resolution No. 2023-88-3466 with this Resolution.

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

SECTION 1. **Applicability to other Governing Documents.**

This Resolution shall supersede Resolution No. 2023-88-3466. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein.

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

SECTION 2. Compensation Schedules.

The compensation ranges for unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time employees shall be as reflected in the City's then-current Compensation Resolution.

SECTION 3. **Benefits Applicable to At-Will Permanent Part-Time Employees**.

Unless otherwise stated herein, the benefits for all at-will permanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

A. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20 beginning on the 90th day of employment. Sick leave will not be considered hours worked for purposes of overtime calculation.

Sick leave accrual and pay back are as follows:

1. SICK LEAVE ACCRUAL. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be credited with 3.693 hours of sick leave bi-weekly per the City's Personnel Rule 14.20.3.

2. SICK LEAVE CONVERSION. Employees who elect to convert accrued sick leave to compensation as provided for herein shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued sick leave to be converted, and in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), must comply with the following:

    a. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15 of the calendar year prior to the end of the calendar year in which the employee wishes to convert sick leave.

    b. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15 of the calendar year prior to conversion.

    c. Employees who fail to submit an election by December 15 of the calendar year prior to the conversion will not be eligible for sick leave converted to cash for that calendar year.

    d. Payments for accrued sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

    e. Employees may not convert sick leave in an amount that shall reduce their sick leave balance to less than two hundred (200) hours.

Sick leave payments upon separation or periodic conversion request will be provided as follows:

25%	over 800 hours
50%	481-800 hours
75%	1st 480 hours

Employees hired on or after August 29, 2024, shall not be eligible for elective sick leave cash out or cash out of sick leave upon separation or employment or retirement from the City.

Employees who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.

Cash out limit of one hundred (100) hours per calendar year shall not apply to any cash out of sick leave upon separation of employment or retirement from the City.

Cash out of sick leave shall be paid at the employee's base hourly rate of pay then in effect.

B. PERSONAL LEAVE. Upon request and with department director pre-approval, employees may use up to forty (40) hours of sick leave as "Personal Leave" per calendar year. The appropriate use of Personal Leave may include such situations as lawyer's appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be used to extend vacation time.

C. EDUCATION INCENTIVE. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees will receive the following education incentive bonus in addition to their base compensation:

AA/AS degree or Junior Year Status at Four Year College or Higher: $1,200/year
BA/BS degree: $1,500/year
MA/MS degree: $1,800/year

To be eligible for these benefits, the coursework and/or degrees must be from an institution accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

This incentive will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

The effective date of the incentive pay will be the date on the proof of education and will be retroactive to no more than thirty (30) days from when proof of education is received by Human Resources.

D. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

E. ANNUAL SERVICE AWARD PAY. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

F. PARS MEMBERSHIP. Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan, which affords unaffiliated and/or unrepresented unclassified at-will permanent part-time employees additional retirement benefits commonly referred to as "1% at 55." The City pays on behalf of each eligible employee an amount sufficient to pay the full cost of the PARS retirement enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS program identified in Section 5. F.

1. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired before January 1, 2007:

    a. Employees shall individually pay a PARS contribution rate of four-tenths percent (0.4%) of salary.

    b. PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities.

2. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired After January 1, 2007:

    a. Employees shall individually pay a PARS contribution rate of four-tenths percent (0.4%) of salary.

    b. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

3. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired After January 1, 2011:

    a. Employees shall individually pay a PARS contribution rate of fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit.

    b. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

All unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired on or after January 1, 2013 are ineligible to participate in the PARS program.

Effective September 1, 2024, or as soon as administratively practicable, employees hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

G. CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member

contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

1. Tier I Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

    a. 2% @ 55 retirement benefit formula
    b. Fourth Level of 1959 Survivors Program
    c. Military Service as Public Service
    d. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
    e. Improved non-industrial disability allowance
    f. Post-retirement survivor allowance
    g. Credit for unused sick leave

2. Tier II Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

    a. 2% @ 55 retirement benefit formula
    b. Fourth Level of 1959 Survivors Program
    c. Military Service as Public Service
    d. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
    e. Improved non-industrial disability allowance
    f. Post-retirement survivor allowance
    g. Credit for unused sick leave

3. Tier III (PEPRA) Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

    a. 2% @ 62 retirement benefit formula
    b. Fourth Level of 1959 Survivors Program
    c. Military Service as Public Service
    d. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
    e. Improved non-industrial disability allowance
    f. Post-retirement survivor allowance
    g. Credit for unused sick leave
    h. Employee shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

H. RETIREE MEDICAL. CalPERS eligible retirees who were hired before January 1, 2011, and who retire from the City as a CalPERS-eligible retiree 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, inclusive of eligible dependents as defined by CalPERS, so long as employee remains eligible for CalPERS medical coverage. For all new employees 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.

I. DIRECT DEPOSIT REQUIREMENT. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

J. MEDICAL BENEFITS. Medical benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents as defined by CalPERS.

K. DENTAL BENEFITS. The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

L. VISION BENEFITS. The City pays one hundred percent (100%) of the premium for a vision plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

M. MEDICAL, DENTAL, AND VISION INSURANCE PREMIUM OPT-OUT. Any eligible unaffiliated and/or unrepresented unclassified at-will permanent part-time employee who elects to opt-out of medical, dental & vision coverages offered by the City will be paid a cash benefit in lieu of said coverage equal to one half (1/2) of the average monthly cost to the City for single employee medical insurance coverage only (not including dental or vision), provided such employee can demonstrate, to the satisfaction of the City, that he/she has opted out of all three coverages and can demonstrate to the satisfaction of the City, that such employee has substantially equivalent medical coverage through some other insurance plan, which plan shall remain in full force and effect during the entire term of employment of such employee with the City. The City shall have the sole and unfettered right to determine whether such employee has satisfactorily demonstrated substantially equivalent medical coverage, and any such employee seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical coverage in a form satisfactory to the City. Payment shall be made bi-weekly through the regular payroll system.

N. UNIFORM ALLOWANCE**.** The position of Senior Center Leader shall receive a uniform allowance in the amount of $50.00 per year.

O. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will permanent part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 4. **Benefits Applicable to Authorized At-Will Nonpermanent Part-Time Employees**.

Unless otherwise stated herein, the benefits for all at-will nonpermanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

A. CITY MANAGER AUTHORIZATION. For unaffiliated and/or unrepresented unclassified at-will nonpermanent part-time positions, the City Manager may authorize the number of hires as long as the personnel costs do not exceed the budgeted amounts in approved funds.

B. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will nonpermanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20. This includes sick leave accrual as follows:

1. Pursuant to Personnel Rules Section 14.20.07, nonpermanent part-time employees are eligible to accrue sick leave beginning with their first day of employment or July 1, 2015, whichever is later.

2. Nonpermanent part-time employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of eighty (80) hours per calendar year. Sick leave does not accrue once the cap is reached, but will commence accruing again when accrued sick leave drops below the cap. Any unused accrued sick leave carries over year to year while continuously employed. Sick leave is provided at the nonpermanent part-time employee's base hourly wage rate.

3. Nonpermanent part-time employees are entitled to use accrued Sick Leave for any purpose described in Personnel Rules Section 14.20.1 beginning on the 90th day of employment. Nonpermanent part-time employees are only permitted to use a maximum of forty (40) hours accrued Sick Leave per calendar year.

4. Sick leave will not be considered hours worked for purposes of overtime calculation.

5. Nonpermanent part-time employees are not entitled to Sick Leave buy-back and shall not receive any pay out or compensation for unused accrued sick leave upon termination, resignation, retirement or other separation from employment.

6. If a nonpermanent part-time employee separates from City employment and is re-hired by the City within one (1) year of the date of separation, previously accrued and unused sick leave hours shall be reinstated.

7. Nonpermanent part-time employees shall provide reasonable advance notification of their need to use accrued paid Sick Leave to their supervisor if the need for sick leave use is foreseeable. If the need for sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

C. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will nonpermanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

D. ANNUAL SERVICE AWARD PAY. Unaffiliated and/or unrepresented unclassified at-will nonpermanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

E. DIRECT DEPOSIT REQUIREMENT. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

F. UNIFORM ALLOWANCE. The positions of Bus Driver, Recreation Aide and Senior Center Aide shall receive a uniform allowance in the amount of $50.00 per year.

E. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will non permanent part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 5. Benefits Appliable to Authorized At-Will Temporary Part-Time Employees.

At-will temporary part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, are not entitled to any benefits. Other than the compensation provided for herein, temporary part-time employees are not provided any additional

compensation, reimbursements, leaves, or incentives, except those mandated by state or federal law.

A. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will temporary part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 6. Certification.

The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 28th day of August 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-62-3539 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 28th day of August 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, Chief Deputy City Clerk

Item #20.J.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution Relating to Compensation for City Employees

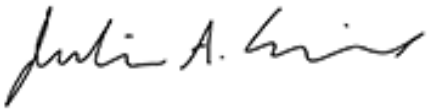
City Manager's Recommendation:

Adopt Resolution No. 2024-64-3541 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-45-3522, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, HR/Risk Manager



Reviewed by:

Adrian R. Guerra, City Attorney

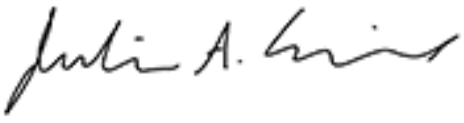


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Article VIII, Section 803 of the City Charter authorizes the City Council to establish, by resolution, a classification plan, salaries, and other forms of compensation for all City employees. Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in City employment be fixed and established by resolution of the City Council.

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It sets forth the authorized number of employees along with titles and compensation levels for unclassified management positions, unaffiliated and/or unrepresented unclassified at-will part-time positions, and full-time represented positions. It was most recently updated on July 10, 2024, through the City Council's adoption of Resolution No. 2024-45-3522.

Presently, the City's labor relations representatives and IPOA, ICEA, and IMEA representatives have successfully met and conferred to negotiate successor MOUs and/or Tentative Agreements. The parties have jointly prepared, for the City Council's consideration concurrently herewith, a successor MOU with the IMEA and tentative agreements for successor MOUs between IPOA and ICEA, for the period July 1, 2024 through and including June 30, 2027. The successor MOU and Tentative Agreements provide for a cost of living adjustment for IMEA represented positions effective August 4, 2024, and 5% cost of living adjustment for IPOA and ICEA-represented positions effective September 1, 2024.

Resolution Nos. 2024-63-3540 and 2024-65-3542, for City Council's consideration concurrently herewith, provides for cost of living adjustments and other benefit adjustments for unclassified management employees and the City Manager, similar to the three-year agreements currently being considered herewith for the employee associations, including a 5% cost of living adjustment effective September 1, 2024.

Consistent with the 5% cost of living adjustment proposed for all full-time employees, Resolution No. 2024-64-3541 also provides a 5% cost of living adjustment for all permanent and nonpermanent part-time employees.

In addition to the cost of living adjustments for all employees, the salary range schedule incorporated in proposed Resolution No. 2024-64-3541 reflects the following personnel adjustments:

1. Defund one (1) at-will, unrepresented, unclassified Community Service Officer position
2. Defund two (2) represented, classified full-time Maintenance Worker II positions
3. Fund two (2) represented, classified full-time Maintenance Worker I positions

This Resolution meets the requirements for a publicly available pay schedule as required by CalPERS (2 C.C.R. §570.5.)

Fiscal Impact:

Due to many changes taking effect (i.e., costs related to labor negotiations, promotions, retirement(s),

defunding, etc.) being implemented at different times across multiple funds and GL accounts, staff is currently unable to provide an exact amount impacting the current fiscal year's budget. Therefore, with the adoption of Resolution No. 2024-64-3541, staff will seek authorization to amend the Fiscal Year 2024-2025 Adopted Budget by adjusting all corresponding Salaries and Benefits accounts in the General Fund (01), the Mining Impact Fund (13), and AB 939 & AB 341 Recycling Fund (15) as necessary to reflect all the said changes provided that the total amount does not exceed the combined figures approved by the City Council on related subject's agenda reports. A full accounting of all these changes will be provided to the City Council during the Mid-Year presentation.

Attachments:

1. Resolution No. 2024-64-3541
2. Salary Schedule Approved 2024-8-28

RESOLUTION NO. 2024-64-3541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-45-3522, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES

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

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

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

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

WHEREAS, the City Council adopted Resolution No. 2024-45-3522 on July 10, 2024, which established the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the IMEA, IPOA, and ICEA Memoranda of Understanding ("MOU") are now expired; and

WHEREAS, the City's labor relations representatives and IMEA representatives have successfully met and conferred to negotiate a successor MOU and have jointly prepared, for the City Council's consideration concurrently herewith a successor MOU between the City and IMEA for the period July 1, 2024 through and including June 30, 2027; and

WHEREAS, the City's labor relations representatives and IPOA and ICEA representatives have successfully met and conferred to negotiate successor MOUs and have jointly prepared, for the City Council's consideration concurrently herewith, two tentative agreements for successor MOUs between the City and IPOA and ICEA for the period July 1, 2024 through and including June 30, 2027 ("Tentative Agreements"); and

WHEREAS, based on the successor MOU with the IMEA and Tentative Agreements between the City and IPOA and ICEA, the City further desires to implement certain changes in compensation of IMEA, IPOA, and ICEA employees; and

WHEREAS, the salary range schedule incorporated in this resolution provides a five percent (5%) cost of living adjustment (COLA) for IMEA represented employees retroactive to August 4, 2024; and

WHEREAS, the salary range schedule incorporated in this resolution provides a five percent (5%) cost of living adjustment (COLA) for IPOA and ICEA represented employees effective September 1, 2024; and

WHEREAS, concurrently herewith, the City Council is considering the adoption of Resolution No. 2024-63-3540, implementing certain changes in compensation and benefits for unclassified, unrepresented management employees; and

WHEREAS, concurrently herewith, the City Council is considering the adoption of Resolution No. 2024-62-3539, implementing certain changes in benefits for unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time employees; and

WHEREAS, the salary range schedule incorporated in this resolution provides a five percent (5%) cost of living adjustment (COLA) for unclassified, unrepresented management employees, unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time employees, effective September 1, 2024; and

WHEREAS, concurrently herewith, the City Council is considering the adoption of Resolution No. 2024-65-3542, implementing certain changes in compensation and benefits for the City Manager; and

WHEREAS, the salary range schedule incorporated in this resolution provides a five percent (5%) cost of living adjustment (COLA) for the City Manager, effective September 1, 2024; and

WHEREAS, the City desires to defund the following positions:

Classified Full-Time Positions
Maintenance Worker II (2 positions)
Unclassified Part-Time Position
Community Service Officer

WHEREAS, the City desires to fund the following positions:

Classified Full-Time Positions
Maintenance Worker I (Two positions)

WHEREAS, the City Council desires to adopt this resolution to accurately reflect the current compensation ranges, position titles, and number of positions for all City classifications; and

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

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

SECTION 1. **Recitals.**

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

SECTION 2. **Personnel Positions Ordered Defunded.**

1) Two (2) represented, classified full-time Maintenance Worker II positions.

2) One (2) unrepresented, unclassified part-time Community Service Officer position.

SECTION 3. **Personnel Positions Approved and Ordered Funded.**

1) Two (2) represented, classified full-time Maintenance Worker I positions.

SECTION 4. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

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

SECTION 5. Salary and Wage Schedules.

The number of positions, list of class titles, and compensation for all City job classifications are reflected in Exhibit A.

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

SECTION 6. **Applicability to other Governing Documents.**

This Resolution shall supersede and replace Resolution No. 2024-45-3522. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2024-63-3540, that is being adopted concurrently herewith, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

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

SECTION 7. Certification.

The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 28th day of August 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-64-3541 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 28th day of August 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly		346.23	346.23	346.23	346.23	346.23
			Monthly	Elected	750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	105.2894	110.5538	116.0817	121.8861	127.9803
			Bi-Weekly		8,423.15	8,844.31	9,286.54	9,750.88	10,238.42
			Monthly		18,250	19,163	20,121	21,127	22,183
			Annual		219,002	229,952	241,450	253,523	266,199
Director	Assistant City Manager	1	Hourly	81	88.5764	93.0053	97.6558	102.5385	107.6654
			Bi-Weekly		7,086.12	7,440.42	7,812.46	8,203.08	8,613.23
			Monthly		15,353	16,121	16,927	17,773	18,662
			Annual		184,239	193,451	203,124	213,280	223,944
Director	Chief of Police	1	Hourly	85	99.7288	104.7154	109.9510	115.4486	121.2212
			Bi-Weekly		7,978.31	8,377.23	8,796.08	9,235.88	9,697.69
			Monthly		17,286	18,151	19,058	20,011	21,012
			Annual		207,436	217,808	228,698	240,133	252,140
Director	Community Development Director	1	Hourly	78	82.2519	86.3644	90.6827	95.2168	99.9779
			Bi-Weekly		6,580.15	6,909.15	7,254.62	7,617.35	7,998.23
			Monthly		14,257	14,970	15,718	16,504	17,330
			Annual		171,084	179,638	188,620	198,051	207,954
Director	Director of Engineering/Building Official	1	Hourly	80	86.4159	90.7365	95.2736	100.0370	105.0389
			Bi-Weekly		6,913.27	7,258.92	7,621.88	8,002.96	8,403.12
			Monthly		14,979	15,728	16,514	17,340	18,207
			Annual		179,745	188,732	198,169	208,077	218,481
Director	Finance Director/City Treasurer	1	Hourly	79	84.3082	88.5236	92.9495	97.5971	102.4769
			Bi-Weekly		6,744.65	7,081.88	7,435.96	7,807.77	8,198.15
			Monthly		14,613	15,344	16,111	16,917	17,763
			Annual		175,361	184,129	193,335	203,002	213,152
Director	Public Services Director	1	Hourly	74	74.5163	78.2423	82.1543	86.2620	90.5750
			Bi-Weekly		5,961.31	6,259.38	6,572.35	6,900.96	7,246.00
			Monthly		12,916	13,562	14,240	14,952	15,700
			Annual		154,994	162,744	170,881	179,425	188,396

EXHIBIT A

CITY OF IRWINDALE Full-Time Salary Schedule

Fiscal Year 2024-2025

Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Assistant City Engineer	0	Hourly	64	58.2120	61.1226	64.1788	67.3880	70.7572
			Bi-Weekly		4,656.96	4,889.81	5,134.31	5,391.04	5,660.58
			Monthly		10,090	10,595	11,124	11,681	12,265
			Annual		121,081	127,135	133,492	140,167	147,175
IMEA	Assistant Engineer	1	Hourly	52	43.2837	45.4481	47.7207	50.1067	52.6120
			Bi-Weekly		3,462.69	3,635.85	3,817.65	4,008.54	4,208.96
			Monthly		7,503	7,878	8,272	8,685	9,119
			Annual		90,030	94,532	99,259	104,222	109,433
IMEA	Assistant to the City Manager	1	Hourly	63	56.7923	59.6317	62.6135	65.7442	69.0313
			Bi-Weekly		4,543.38	4,770.54	5,009.08	5,259.54	5,522.50
			Monthly		9,844	10,336	10,853	11,396	11,965
			Annual		118,128	124,034	130,236	136,748	143,585
IMEA	Associate Engineer	1	Hourly	56	47.7774	50.1663	52.6745	55.3082	58.0736
			Bi-Weekly		3,822.19	4,013.31	4,213.96	4,424.65	4,645.88
			Monthly		8,281	8,696	9,130	9,587	10,066
			Annual		99,377	104,346	109,563	115,041	120,793
IMEA	Associate Planner	1	Hourly	49	40.1933	42.2029	44.3130	46.5288	48.8553
			Bi-Weekly		3,215.46	3,376.23	3,545.04	3,722.31	3,908.42
			Monthly		6,967	7,315	7,681	8,065	8,468
			Annual		83,602	87,782	92,171	96,780	101,619
IMEA	Benefits Administrator	1	Hourly	58	50.1962	52.7058	55.3409	58.1077	61.0130
			Bi-Weekly		4,015.69	4,216.46	4,427.27	4,648.62	4,881.04
			Monthly		8,701	9,136	9,592	10,072	10,576
			Annual		104,408	109,628	115,109	120,864	126,907
IMEA	Chief Deputy City Clerk	1	Hourly	58	50.1962	52.7058	55.3409	58.1077	61.0130
			Bi-Weekly		4,015.69	4,216.46	4,427.27	4,648.62	4,881.04
			Monthly		8,701	9,136	9,592	10,072	10,576
			Annual		104,408	109,628	115,109	120,864	126,907

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Communication and Records Supervisor	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141
IMEA	Community Development Manager/City Planner	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Construction Compliance Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Economic Development Coordinator	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Executive Assistant	0	Hourly	43	34.6587	36.3918	38.2115	40.1221	42.1284
			Bi-Weekly		2,772.69	2,911.35	3,056.92	3,209.77	3,370.27
			Monthly		6,008	6,308	6,623	6,955	7,302
			Annual		72,090	75,695	79,480	83,454	87,627
IMEA	Finance Manager	1	Hourly	68	64.2548	67.4678	70.8413	74.3837	78.1029
			Bi-Weekly		5,140.38	5,397.42	5,667.31	5,950.69	6,248.23
			Monthly		11,138	11,694	12,279	12,893	13,538
			Annual		133,650	140,333	147,350	154,718	162,454
IMEA	Housing Coordinator	1	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Human Resources/Risk Manager	1	Hourly	67	62.6880	65.8226	69.1139	72.5697	76.1981
			Bi-Weekly		5,015.04	5,265.81	5,529.12	5,805.58	6,095.85
			Monthly		10,866	11,409	11,980	12,579	13,208
			Annual		130,391	136,911	143,757	150,945	158,492
IMEA	Information Technology Manager	1	Hourly	63	56.7923	59.6317	62.6135	65.7442	69.0313
			Bi-Weekly		4,543.38	4,770.54	5,009.08	5,259.54	5,522.50
			Monthly		9,844	10,336	10,853	11,396	11,965
			Annual		118,128	124,034	130,236	136,748	143,585
IMEA	Management Analyst	3	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Police Captain	1	Hourly	77	81.8524	85.9452	90.2423	94.7543	99.4918
			Bi-Weekly		6,548.19	6,875.62	7,219.38	7,580.35	7,959.35
			Monthly		14,188	14,897	15,642	16,424	17,245
			Annual		170,253	178,766	187,704	197,089	206,943
IMEA	Police Lieutenant	1	Hourly	71	70.5808	74.1096	77.8149	81.7058	85.7909
			Bi-Weekly		5,646.46	5,928.77	6,225.19	6,536.46	6,863.27
			Monthly		12,234	12,846	13,488	14,162	14,870
			Annual		146,808	154,148	161,855	169,948	178,445
IMEA	Project Manager - Construction Compliance	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141
IMEA	Project Manager - Mining	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Public Works Services Manager	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Recreation Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Recreation Supervisor	2	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Senior Center Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Senior Finance Analyst	1	Hourly	51	42.2279	44.3394	46.5563	48.8841	51.3284
			Bi-Weekly		3,378.23	3,547.15	3,724.50	3,910.73	4,106.27
			Monthly		7,320	7,686	8,070	8,473	8,897
			Annual		87,834	92,226	96,837	101,679	106,763
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Senior Management Analyst	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Senior Planner	1	Hourly	55	46.6120	48.9428	51.3899	53.9596	56.6577
			Bi-Weekly		3,728.96	3,915.42	4,111.19	4,316.77	4,532.62
			Monthly		8,079	8,483	8,908	9,353	9,821
			Annual		96,953	101,801	106,891	112,236	117,848

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Administrative Secretary	2	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Assistant Planner	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Code Enforcement Officer	1	Hourly	39	31.3990	32.9692	34.6178	36.3486	38.1659
			Bi-Weekly		2,511.92	2,637.54	2,769.42	2,907.88	3,053.27
			Monthly		5,443	5,715	6,000	6,300	6,615
			Annual		65,310	68,576	72,005	75,605	79,385
ICEA	Deputy City Clerk	0	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Engineering Technician	2	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Analyst	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Finance Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Human Resources Specialist	0	Hourly	38	30.6327	32.1644	33.7726	35.4611	37.2341
			Bi-Weekly		2,450.62	2,573.15	2,701.81	2,836.88	2,978.73
			Monthly		5,310	5,575	5,854	6,147	6,454
			Annual		63,716	66,902	70,247	73,759	77,447
ICEA	Inclusion Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Information Technology Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Janitor	1	Hourly	20	19.6404	20.6226	21.6538	22.7365	23.8736
			Bi-Weekly		1,571.23	1,649.81	1,732.31	1,818.92	1,909.88
			Monthly		3,404	3,575	3,753	3,941	4,138
			Annual		40,852	42,895	45,040	47,292	49,657
ICEA	Library Technician	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Maintenance Aide	4	Hourly	25	22.2216	23.3327	24.4995	25.7245	27.0106
			Bi-Weekly		1,777.73	1,866.62	1,959.96	2,057.96	2,160.85
			Monthly		3,852	4,044	4,247	4,459	4,682
			Annual		46,221	48,532	50,959	53,507	56,182

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Lead Worker	2	Hourly	43	34.6587	36.3918	38.2115	40.1221	42.1284
			Bi-Weekly		2,772.69	2,911.35	3,056.92	3,209.77	3,370.27
			Monthly		6,008	6,308	6,623	6,955	7,302
			Annual		72,090	75,695	79,480	83,454	87,627
ICEA	Maintenance Worker I	2	Hourly	31	25.7707	27.0591	28.4120	29.8327	31.3245
			Bi-Weekly		2,061.65	2,164.73	2,272.96	2,386.62	2,505.96
			Monthly		4,467	4,690	4,925	5,171	5,430
			Annual		53,603	56,283	59,097	62,052	65,155
ICEA	Maintenance Worker II	4	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370
ICEA	Office Specialist	3	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Building Permit Technician	0	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Planning Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Police Administrative Clerk	1	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503
ICEA	Police Records Clerk	0	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	26.4144	27.7351	29.1216	30.5779	32.1067
			Bi-Weekly		2,113.15	2,218.81	2,329.73	2,446.23	2,568.54
			Monthly		4,579	4,807	5,048	5,300	5,565
			Annual		54,942	57,689	60,573	63,602	66,782
ICEA	Police Services Specialist	1	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Recreation Assistant	0	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Bus Driver	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Center Assistant	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Senior Center Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Code Enforcement Officer	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Senior Recreation Leader	3	Hourly	19	19.1620	20.1202	21.1264	22.1827	23.2918
			Bi-Weekly		1,532.96	1,609.62	1,690.12	1,774.62	1,863.35
			Monthly		3,321	3,488	3,662	3,845	4,037
			Annual		39,857	41,850	43,943	46,140	48,447

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	57.6466	60.5288	63.5553	66.7332	70.0697
			Bi-Weekly		4,611.73	4,842.31	5,084.42	5,338.65	5,605.58
			Monthly		9,992	10,492	11,016	11,567	12,145
			Annual		119,905	125,900	132,195	138,805	145,745
IPOA	Police Officer	21	Hourly	52	43.9356	46.1322	48.4389	50.8611	53.4043
			Bi-Weekly		3,514.85	3,690.58	3,875.12	4,068.88	4,272.35
			Monthly		7,616	7,996	8,396	8,816	9,257
			Annual		91,386	95,955	100,753	105,791	111,081
IPOA	Police Dispatcher/Clerk	5	Hourly	38	30.1885	31.6981	33.2832	34.9471	36.6947
			Bi-Weekly		2,415.08	2,535.85	2,662.65	2,795.77	2,935.58
			Monthly		5,233	5,494	5,769	6,058	6,360
			Annual		62,792	65,932	69,229	72,690	76,325

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	3	19	19.16	20.12	21.12	22.18	23.29
Library Aide	1	26	22.77	23.91	25.10	26.36	27.68
Civil Engineering Technician	0	33	27.07	28.42	29.84	31.34	32.90

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	19.12
Assistant Pool Manager	23.87
Bus Driver	27.07
Communications Specialist	34.65
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	20.59
Finance Assistant	23.29
Intern	21.71
Library Page	20.59
Lifeguard	19.59
Office Specialist	24.53
Police Officer Trainee	38.83
Recreation Aide	19.12
Reserve Police Officer	43.93
Senior Center Aide	19.12
Senior Library Page	22.72
Senior Lifeguard	21.62
Summer Youth Worker	16.00
Tutor	21.71

Item #20.K.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopt Resolution to Authorize the Signing of Measure A Grant Funding Agreement

City Manager's Recommendation:

Adopt Resolution No. 2024-70-3547, entitled “A Resolution of the City Council of the City of Irwindale Authorizing the City Manager to enter into an Annual Allocation Agreement with the Los Angeles County Regional Park and Open Space District to apply for Measure A Funding Grant for the City Of Irwindale, Accepting the Measure A grant funds, and Appropriating Funding in the Amount of $305,040 from the General Reserves to Create a Reimbursement Account."

Administrative Action:

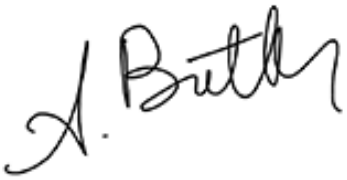
Submitted by:

Elizabeth Rodriguez, Public Services Director



Prepared by:

Aundrea Butler, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

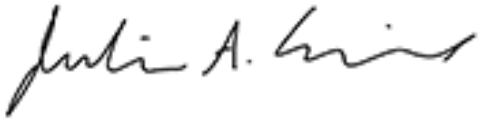


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On November 8, 2016, voters of Los Angeles County approved Measure A with a 75% approval rate. Measure A is a 1.5 cents parcel tax that generates an estimated $96.8 million in annual funding that can be used to improve, acquire, develop, and maintain park and recreational facilities within Los Angeles County.

There are two different types of Measure A grants available to all cities that were incorporated in Los Angeles County at the time Measure A was passed. Qualified cities can apply for annual allocations, which are distributed under the Community-based Park Investment Program (CPIP) and are for eligible park projects. Upon the completion of these eligible park projects, cities can then apply to use its Maintenance and Services Distribution (M&S Distribution) funds. Fund allocations are determined by actual parcel taxes paid for, study area and population. The City of Irwindale's accumulated CPIP allocation is at $188,632.27 and the M&S Distribution is at $116,406.95.

Cities must remain in good standing in order to apply for and use these funds. As such, the Los Angeles County Regional Park and Open Space District requires cities to submit annually their most recent financial statements audit (Annual Comprehensive Financial Reports, ACFR, is acceptable), with the intent of applying for an annual allocation report, and provide written support from the City Council authorizing a city representative to apply for, accept, and administer Measure A grant funds.

On July 13, 2022, City Council approved Resolution No. 2022-67-3317, which authorized the City Manager, Assistant City Manager, and Public Services Director as the city representatives.

An allocation agreement is now required by the City of Irwindale to apply for Measure A Grant Funding. The City has identified the maintenance and improvement of the Alfred F. Herrera Softball Field as an eligible park project for Measure A funding. Staff has recognized the safety issues, in which the perimeter of the softball field could be improved, as well as some improvements to the area. Staff plans to use these funds to update and replace irrigation and controllers, regrade the infield, make ADA improvements to the dugout and to extend the height of the fencing, as well as replace all the netting that protects the Irwindale Aquatics Center. This will eliminate any balls from accidently hitting any citizens in the surrounding areas of the playground area, as well as keep the patrons of the Irwindale Aquatics Center safe from any stray balls. In order to apply for the funds for this project, City Council must authorize the City Manager to enter into an annual allocation agreement with the Los Angeles County Regional Park and Open Space District for Measure A grant funding.

Fiscal Impact:

Grant funding is available to the City of Irwindale in the amount of $188,362.27 from the Community-based Park Investment allocation and $116,406.95 from Maintenance and Services Distribution. Both

may be used for the Alfred F. Herrera Memorial Softball Field Project. Staff worked with the Los Angeles County Regional Park and Open Space District to obtain approval and authorization to use the maintenance and service funds for the Alfred F. Herrera Memorial Softball Field Project. This funding is restricted to past projects completed by the City of Irwindale with Prop A and/or Measure A funding. The last time the City used these funds was for the improvements made to the softball field in the late 1990s and early 2000s.

Since both these grants are reimbursement grants, an initial appropriation of $305,040 from the General Fund reserves will be needed to later be reimbursed by the respective agencies. Adoption of Resolution No. 2024-70-3547 authorizes the Finance Director to amend the Fiscal Year 2024-2025 Adopted Budget, by appropriating the $305,040 funds from the General Fund reserves and accepting and appropriating both corresponding grant revenues and expenditures into proper Grant Funds.

Attachments:

1. AA Agreement Final - Irwindale
2. 8-28-2024 Measure A Funding Approval -RESOLUTION (1)(1010445.1)

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of Irwindale
5050 N. Irwindale Avenue
City of Irwindale CA 91706

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of Irwindale ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD"). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

Definitions

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.

B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.

C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.

D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.

E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.

F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.

G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees ("Effective Date") and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same

Agreement. The email or electronic signature of the parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:

    1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.

    2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.

D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

2. Electronic submission of the final claim;

3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD's financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

To use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

(A) If the use of the property acquired through grants pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.

B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles**.**

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.

B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.

C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

   At any time during the term of this Agreement or at any time within five years after termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as

between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.

B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the

change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.

C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.

D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.

E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/ or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

    1. Prior to reimbursement of funds:

        a. Withdrawal of an approved NTP;

    2. After payment (partial or full) of a specific project approved through an NTP:

        a. Seek specific performance of Grantee's obligations under this Agreement;

b. Receive reimbursement of grant funds awarded under the NTP.

B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;

2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;

3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;

4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;

5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;

6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or

similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.

D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the

part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. A38

Date

Grantee Information

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
NTP NO. (ENTER NUMBER)
STUDY AREA NO. (ENTER NUMBER)
(ENTER NAME OF ANNUAL ALLOCATIONS PROJECT)

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. _____(Enter Number), dated (Enter Date) ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated (Enter Date), for the project described as (Enter Project) ("Project").

1. Scope of Work

2. NTP Performance Period

   This Project shall be completed by the NTP Performance Period (Enter Date).

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is (Enter Amount), including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.
   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
   c. Ensure NTP NO. (Enter Number) appears on invoices submitted to RPOSD for purposes of reimbursement.

SAMPLE

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. This NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

_____
RPOSD Representative

Date: _____

SAMPLE

RESOLUTION NO. 2024-70-3547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNUAL ALLOCATION AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE CITY OF IRWINDALE, ACCEPTING THE MEASURE A GRANT FUNDS, AND APPROPRIATING FUNDING IN THE AMOUNT OF $305,040 FROM THE GENERAL RESERVES TO CREATE A REIMBURSEMENT ACCOUNT

WHEREAS, On November 8, 2016, voters of Los Angeles County approved Measure A with a 75% approval rate. Measure A is a 1.5 cents parcel tax that generates an estimated $96.8 million in annual funding**;** and

WHEREAS, Measure A funds can be used to improve, acquire, develop, and maintain park and recreational facilities within Los Angeles County; and

WHEREAS, there are two types of funds cities can apply for under Measure A, Community-based Park Investment Program and Maintenance and Services Distribution; and

WHEREAS, the City of Irwindale's accumulated Community-based Park Investment allocation is $188,632.27; and

WHEREAS, the City of Irwindale's accumulated Maintenance and Services Distribution funds is $116,406.95; and

WHEREAS, Measure A Grant Administer Los Angeles County Regional Park and Open Space District requires cities to be in good standing in order to receive these grants; authorize a city representative to apply for, accept, and administer grant funds; and submit annually their most recent financial statements audit and an intent to apply for allocations report; and

WHEREAS, on July 13, 2022, the City Council adopted Resolution No. 2022-67-3317 appointing and authorizing the City Manager, Assistant City Manager, and the Public Services Director to apply for, accept, and administer all Measure A Funds; and

WHEREAS, an allocation agreement is now required by the City of Irwindale to accept and utilize Measure A Grant funding; an

WHEREAS, City Staff has identified the maintenance and improvements of the Alfred F. Herrera Memorial Softball Field as an eligible park project to utilize these grant funds.

NOW, THEREFORE, the City Council of the City of Irwindale does hereby find and determine as follows:

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

SECTION 2. The City Council hereby authorizes the City Manager, or the City Manager's designee, to sign the annual allocation agreement with the Los Angeles County Regional Park and Open Space District for Measure A Grant funding.

SECTION 3. The City Council hereby accepts the allocation of Measure A grant funds in the amount of $188,632.27 in Community-based Park Investment funds, and $116,406.95 in Maintenance and Services Distribution funds. The City Council hereby appropriates $305,040 from the General Fund Reserves to create a reimbursement account for this grant. The Finance Director is hereby authorized to amend the Fiscal Year 2024-2025 Adopted Budget, by appropriating the $305,040 funds from the General Fund reserves and accepting and appropriating both corresponding grant revenues and expenditures into their respective grant fund accounts.

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

SECTION 5. The Chief Deputy City Clerk shall certify to the passage and adoption of this Resolution, and the same shall thereupon take immediate effect and be in force.

PASSED, APPROVED, AND ADOPTED this 28th day of August 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. 2024-70-3547 was adopted at a regular meeting of the City of Irwindale held on August 28, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #20.L.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Regional Food Recovery Program Letter of Agreement with the San Gabriel Valley Council of Governments

City Manager's Recommendation:

Adopt Resolution No. 2024-73-3550 entitled, **"A Resolution of the City Council of the City of Irwindale Authorizing the City Manager to Sign a FRESH SGV Regional Food Recovery Program Letter of Agreement with the San Gabriel Valley Council of Governments (SGVCOG) to confirm the City of Irwindale's participation in the Food Recovery for Equity, Sustainability, and Health in the San Gabriel Valley (FRESH SGV) Program, which Includes Utilizing CalRecycles's Round Two SB 1383 Local Assistance Grant Applied for by SGVCOG on Behalf of the City of Irwindale."**

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director

Prepared by:

Aundrea Butler, Management Analyst

Reviewed by:

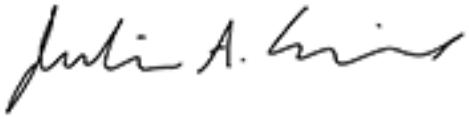
Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In September 2016, the passage of Senate Bill 1383 established statewide targets to reduce the disposal of organic waste from landfills and increase recovery of currently disposed edible food for human consumption. To recover 20 percent of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.

City staff are working with the San Gabriel Valley Council of Governments (SGVCOG) to provide a regional approach for SB 1383 compliance. The Regional Food Recovery Program, now known as Food Recovery for Equity, Sustainability, and Health in the San Gabriel Valley (FRESH SGV), was established to help member agencies comply with SB 1383's food recovery mandates and reduce food waste in the San Gabriel Valley. Known as one of the largest regional food recovery programs in California, the Program assesses commercial edible food waste generators, identifies and fosters partnerships with local food recovery organizations, implements outreach and education endeavors, and develops and implements inspection protocols. Last year, the SGVCOG issued grant awards to God's Pantry located in Pomona, Heart of Compassion located in Montebello, and Foothill Unity Center located in Monrovia to develop regional "food hubs" which help recover and redistribute excess edible food to people experiencing food insecurity. 17 cities are currently participating in FRESH SGV.

During Spring 2022, the City of Irwindale was awarded Round One SB 1383 Local Assistance Grant funding from CalRecycle in the amount of $20,142. This non-competitive grant program provided funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

In the first round of the grant program, the City of Irwindale had an individual grant agreement with CalRecycle and utilized these funds to pay the SGVCOG for Program services. Round Two of the SB 1383 Local Assistance Grant Program allowed Joint Powers Authorities to apply on behalf of member agencies. Another change to the grant was the increase in the base award for jurisdictions from $20,000 to $75,000, with remaining funds distributed based on per capita calculations. This includes an allocation of $75,000 for the City of Irwindale. With these changes, SGVCOG submitted a regional application for the Round Two Grant and was awarded $2.1 million in funding to implement the Program on the participating cities' behalf.

Round Two eligible projects include edible food recovery, inspection and enforcement, and education and outreach, among other activities related to SB 1383 implementation. SGVCOG's regional

application included funding for the inspection and enforcement program, the hub development program to continue the recovery of excess edible food, city-specific programs, and project management costs for SGVCOG staff and consultants.

Fiscal Impact:

There is no fiscal impact to enter into a Letter of Agreement to continue to receive the SGVCOG's Regional Food Recovery Program Services. The SGVCOG is the direct recipient of CalRecycle's Round Two SB 1383 Local Assistance Grant and will use the City's allocation to cover the cost of the City's participation in the FRESH SGV Program. Additionally, the City has allocated $25,000 from this grant to purchase organic receptacles for the Irwindale Park. SGVCOG will purchase these receptacles on behalf of the City using these grant funds.

Attachments:

1. 8-28-24 FRESH Program Letter with SGVCOG - RESOLUTION

RESOLUTION NO. 2024-73-3550

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO SIGN A FRESH SGV REGIONAL FOOD RECOVERY PROGRAM LETTER OF AGREEMENT WITH THE SAN GABRIEL COUNCIL OF GOVERNEMENTS (SGVCOG) TO CONFIRM THE CITY OF IRWINDALE'S PARTICIPATION IN THE FOOD RECOVERY FOR EQUITY, SUSTAINABILITY, AND HEALTH IN THE SAN GABRIEL VALLEY (FRESH SGV) PROGRAM, WHICH INCLUDE UTILIZING CALRECYCLE'S ROUND TWO SB 1383 LOCAL ASSISTANCE GRANT APPLIED FOR BY SGVCOG ON BEHALF OF THE CITY OF IRWINDALE.

WHEREAS, in September 2016, the passage of Senate Bill 1383 established statewide targets to divert the disposal of organic waste from landfills and increase recovery of currently disposed edible food for human consumption, including the recovery of 20 percent of edible food that would otherwise be sent to landfills by 2025, and imposed a requirement on local jurisdictions to establish food recovery programs to strengthen existing food recovery networks; and

WHEREAS, the City of Irwindale has been part of the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery Program, the largest in California, since September 2021; and

WHEREAS, this Regional Food Recovery Program is comprised of 17 cities, and assesses commercial edible food waste generators, identifies and fosters partnerships with local food recovery organizations, implements outreach and education endeavors, and develops and implements monitoring and inspection protocols; and

WHEREAS, the City of Irwindale was awarded $20,142 from Round One of CalRecycle's SB 1383 Local Assistance Grant Funding in Spring of 2022, which provided additional support to the Regional Food Recovery Program by establishing sub-regional recovery hubs and additional education and outreach; and

WHEREAS, Round One of the SB 1383 Local Assistance Grant Funding only allowed for local jurisdictions to apply, whereas with Round Two, CalRecycle has made several significant changes to the guidelines to allow for Joint Powers Authorities, such as SGVCOG, to submit a regional application to CalRecycle on behalf of, and without the individual participation of, all member agencies, and allows for Food Recovery Organizations to own the equipment purchased with these funds; and

WHEREAS, the grant has an increase in the base award for jurisdictions from $20,000 to $75,000, with remaining funds distributed based on per capita calculations. This includes an allocation of $75,000 for the City of Irwindale. With these changes, SGVCOG submitted a regional application for the Round Two Grant and was awarded $2.1 million in funding to implement the Program on participating cities' behalf; and

WHEREAS, SGVCOG's regional application included funding for the inspection and enforcement program, the hub development program to continue the recovery of excess edible food, city-specific programs, and project management costs for SGVCOG staff and consultants; and

WHEREAS, the City Council now desires to authorize the City Manager to sign the FRESH SGV Regional Food Recovery Program Letter of Agreement with the San Gabriel Valley Council of Governments to confirm the City of Irwindale's participation in the Food Recovery for Equity, Sustainability, and Health in the San Gabriel Valley (FRESH SGV) Program, which includes utilizing CalRecycle's Round Two SB 1383 Local Assistance Grant applied for by SGVCOG on behalf of the City of Irwindale.

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 authorizes the City Manager to sign the FRESH SGV Regional Food Recovery Program Letter of Agreement, attached hereto as **Exhibit** "**A**". City staff are further directed and authorized to transmit a copy of this Resolution and the signed Letter of Agreement to SGVCOG.

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 28th day of August 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. 2024-73-3550 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 28th day of August 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "A"

FRESH SGV REGIONAL FOOD RECOVERY PROGRAM LETTER AGREEMENT

August 29, 2024

Julian Miranda, City Manager
City of Irwindale
5050 N Irwindale Ave
Irwindale, CA 91706

RE: City of Irwindale's Participation in SGVCOG's Regional Food Recovery Program

Dear City Manager Miranda,

This Letter Agreement ("Letter") is to confirm the City of Irwindale's ("City") participation in the Food Recovery for Equity, Sustainability, and Health in the San Gabriel Valley (FRESH SGV) ("Program").

As you are aware, the City of Irwindale and the San Gabriel Valley Council of Governments (SGVCOG) have previously entered into a Memorandum of Agreement ("MOA") to provide Program services wherein the SGVCOG coordinated such services and was reimbursed by the City. The SGVCOG is now the direct recipient of funding for the Program services and the City has expressed its desire to continue to receive such Program services, which will be funded by the SGVCOG. The continuation of Program services pursuant to this letter is anticipated to begin August 1, 2024, and to conclude on April 30, 2026.

Notwithstanding anything to the contrary in the MOA by way of this Letter, any unspent funds allocated under the MOA will be utilized to continue Program services under this Letter.

Through participation in this Program, the City will receive services which may include, but are not limited to:

- Inspections of Tier 1 and Tier 2 Edible Food Generators, and Food Recovery Organizations;
- Food recovery capacity expansion initiatives, such as the Food Recovery Hub pilot initiative; and
- Purchase of organics bins as determined by the City based on specified budget.

Key responsibilities of each agency are outlined below.

- SGVCOG Responsibilities:
    - Manage and administer CalRecycle and consultant agreements to ensure successful implementation of the Program.
    - Manage the budget for the Program, which includes utilizing any surplus funds from the food recovery program MOA to support Program implementation.
    - Provide a point-of-contact to serve as the SGVCOG's Project Manager.
    - Respond to and address City questions regarding Program implementation.
    - Coordinate conference calls and/or meetings with City as necessary.

    - Hold joint city food recovery meetings to support information sharing.
- City Responsibilities:
    - Maintain membership in the SGVCOG during the entire term of the Program.
    - Designate a point-of-contact to serve as the City's Project Manager to provide direction and support and manage the day-to-day coordination with the SGVCOG and consultants.
    - Provide feedback and elevate questions to the SGVCOG's Project Manager on the implementation of the Program.
    - Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its consultants to support the implementation of the Program.
    - Coordinate City resources as needed to facilitate implementation of the Program within the City.
    - Participate in scheduled monthly conference calls and/or meetings with the SGVCOG and consultants throughout the term of the Program.
    - Participate in monthly joint city food recovery meetings.

The SGVCOG reserves the right, in its sole discretion, to discontinue providing the Program's services within the City at any time but shall endeavor to provide City with at least five business days' notice thereof. The SGVCOG and the City shall bear their own respective costs in fulfilling the responsibilities outlined above. Should you have any questions regarding the Program, please contact Mackenzie Bolger at mbolger@sgvcog.org.

Sincerely,

Marisa Creter

Marisa Creter
Executive Director

ACKNOWLEDGED AND ACCEPTED:

City of Irwindale

_____ _____

Julian Miranda, City Manager Date

Cc: Mackenzie Bolger, Principal Management Analyst

Item #20.M.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Accept and Appropriate $150,000 of Hazard Mitigation Grant Program Funding from the Federal Emergency Management Agency, and $50,000 from the California Governor's Office of Emergency Services Prepare California Match Program

City Manager's Recommendation:

That the City Council consider adopting Resolution No. 2024-56-3536, entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM IN THE AMOUNT OF $150,000, AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PREPARE CALIFORNIA MATCH PROGRAM IN THE AMOUNT OF $50,000 FOR THE USE OF PROJECTS THAT WILL HELP DEVELOP A FEMA APPROVED HAZARD MITIGATION PLAN.**"

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

Prepared by:

Electronically Approved

Baltazar Barrios, Associate Planner

Reviewed by:

Adrian R. Guerra, City Attorney

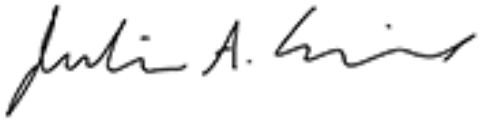
Adrian R. Guerra

K. Borhani

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On March 1, 2023, the California Governor's Office of Emergency Services (Cal OES) released a Notice of Funding Opportunity (NOFO), presenting a mitigation funding opportunity from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) through the Presidential Major Disaster Declaration, DR-4683, which set aside $144 million of federal funding for FEMA HMGP activities and projects. This opportunity provides funding for communities to implement mitigation activities that reduce risk to life, property, and infrastructure from natural hazards. In California, natural hazards include wildfire, earthquakes, drought, extreme heat, flooding, and other natural hazards as defined in the State Hazard Mitigation Plan. HMGP funding can support the development of hazard mitigation planning, project scoping activities, and mitigation projects. This funding opportunity presents significant funding for eligible mitigation activities across the state.

In addition, Cal OES would continue the Prepare California Match Initiative, which also set aside $48 million in state funding to help provide funding to eligible California communities that are the most socially vulnerable and at the highest risk for future natural hazard events to help them meet the 25% non-federal (local) cost share requirement.

On March 22, 2023, the Irwindale City Council adopted Resolution No. 2023-26-3404 to allow the City to designate authorized agents to act on behalf of the City to obtain state and federal financial assistance. On May 10, 2023, the Community Development Department submitted a Notice of Interest (NOI) for funding to Cal OES to update the City of Irwindale's Single Jurisdisctional Local Hazard Mitigation Plan. On August 4, 2023, the City submitted a full subapplication to Cal OES to obtain funding from the HMGP.

On January 17, 2024, the City was notified it was selected by Cal OES to receive $50,000 in funding under the Prepare California Match Program, contingent upon approval of the FEMA HGMP subaward and the final total cost of the project. On May 13, 2024, FEMA approved and awarded $150,000 in HMGP funds to the City. A total of $200,000 has been awarded to the City for preparation of the HGMP.

In order to receive payment as a grant subrecipient, Cal OES requires that the City Council adopt a resolution approving the acceptance and appropriation of the HMGP funds.

PROJECT DESCRIPTION:
The grant application is seeking funds to pay staff and consultant time and materials for activities associated with the preparation and adoption of the new Hazard Mitigation Plan. As part of the grant application, the City has outlined several tasks that the City and the Consultant will undertake. Some of the tasks include:

- Invite the local community and stakeholders to participate in a “Planning Team/Task Force,” whose tasks and responsibilities are to involve participating in the planning process, attending meetings, and providing data as requested; soliciting input from citizens and professionals with knowledge of applicable hazards; providing input on how risk differs across the City; holding public meetings and review drafts of the Hazard Mitigation Plan.
- Identify and describe hazard profiles that have occurred within the City of Irwindale, as well as prioritization of hazards. These identified hazards will be captured by the Consultant in a GIS database which will be compatible with the City’s GIS systems. As well, a list of the City’s critical facilities will be created as part of the identification process.
- Prepare a vulnerability assessment for the City from the approved critical facilities list and hazard profiles. The Consultant will work with Irwindale’s Planning Team/Task Force to analyze applicable codes and plans that affect or mitigate the impact of potential hazards in the community. The Consultant and Planning Team/Task Force will help develop mitigation goals specific to Irwindale’s needs.

The next step is authorization to accept and appropriate the amount of $200,000 to begin implementation of the proposed projects listed above, prepare planning documents, and process improvements to facilitate compliance with FEMA’s Local Hazard Mitigation Plan requirements.

Fiscal Impact:

Adoption of Resolution No. 2024-56-3536 will authorize staff to accept and appropriate $150,000 from FEMA HMGP project funds in Fund 31, and $50,000 from Cal OES Prepare California Match Program in Fund 35 respective revenue and expenditure grant funds' accounts. No additional funding is being requested.

Attachments:

1. Resolution No. 2024-56-3536
2. FEMA's HMGP Application Approval Letter
3. Cal OES Notification of Subapplication Approval Letter

RESOLUTION NO. 2024-56-3536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM IN THE AMOUNT OF $150,000, AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PREPARE CALIFORNIA MATCH PROGRAM IN THE AMOUNT OF $50,000 FOR THE USE OF PROJECTS THAT WILL HELP DEVELOP A FEMA APPROVED HAZARD MITIGATION PLAN

WHEREAS, in March of 2023, the California Governor's Office of Emergency Services (Cal OES) issued a Notice of Funding Opportunity for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and

WHEREAS, in March of 2023, the City of Irwindale's ("City") City Council adopted Resolution No. 2023-26-3404 allowing the City to designate authorized agents to act on behalf of the City to obtain state and federal financial assistance; and

WHEREAS, in May of 2023, the City's Community Development Department submitted a HMGP project Notice of Intertest to Cal OES to determine if the proposed project to update the City's Local Hazard Mitigation Plan (LHMP) would be eligible to receive HMGP funding; and

WHEREAS, in July of 2023, the City submitted HMGP project subapplication to Cal OES in the Amount of $200,000 to update the City's LHMP; and

WHEREAS, in January of 2024, the City was contingently awarded $50,000 from Cal OES to Prepare California Match Program, contingent on City being awarded FEMA HMGP project funds; and

WHEREAS, in May of 2024, the City was awarded $150,000 from FEMA HMGP funding; and

WHEREAS, the City Council desires to accept and appropriate the both the HMGP ($150,000) and Prepare California Match Program ($50,000) funds for the update of the City's LHMP.

NOW, THEREFORE, **it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:**

Section 1. The foregoing recitals of this Resolution are true and correct.

Section 2. The City Council hereby approves the acceptance and appropriation of FEMA HMGP ($150,000) and Cal OES Prepare California Match Program ($50,000) grant funds to be recorded in both revenues and expenditure accounts of Funds 31 and 35, respectively.

Section 3. The Chief Deputy City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 28th day of August 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. 2024-56-3536 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 28th day of August 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

FEMA

May 13, 2024

Robyn Fennig, Assistant Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3655 Schriever Avenue
Mather, CA

Reference: Application Approval, HMGP DR-4683-1069-31P
City of Irwindale
City of Irwindale Hazard Mitigation Plan
FIPS Code: 037-36826, Supplement 28

Dear Robyn Fennig:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Irwindale (Sub-Recipient) HMGP DR-4683-1069-31P, City of Irwindale Hazard Mitigation Plan.

The total project cost is $200,000.00. As shown in the enclosed Obligation Report - Supplement 28, we are obligating $150,000.00 for the 75 percent Federal share; the 25 percent non-Federal share is $50,000.00. We are obligating $10,000.00 for the 100% Federal share Subrecipient Management Costs. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Approvals:	**Federal Share:**	**Non-Federal Share:**	**Total Project Cost:**
Supplement 28	$150,000.00	$50,000.00	$200,000.00
Management Costs	$10,000.00	$0.00	$10,000.00

This HMGP project approval and obligation of funds are subject to the following conditions:

1. **Scope of Work (SOW)** – The City of Irwindale will develop and adopt a FEMA approved Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.

2. **Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the project completion date is May 13, 2027. Please inform the sub-recipient that work completed after the disaster period of performance (POP) is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the POP when there is no approved time extension.

3. **Project Closeout –** Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.

4. **Record of Environmental Consideration (REC)** – In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

5. **Standard Conditions** – This project approval is subject to the enclosed Standard Mitigation Grant Program (HMGP) Conditions, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Andrea Harvey, Grants Management Specialist, by email andrea.harvey@fema.dhs.gov, or phone (202) 430-4878.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J LIPIECKI
Date: 2024.05.13 19:11:06 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):
Obligation Report – Supplement 28
Standard Mitigation Grant (HMGP) Conditions

cc:
Melissa Boudrye, Resilience Branch Chief, California Governor's Office of Emergency Services
Concepcion Chavez, Technical Assistance Division Chief, California Governor's Office of Emergency Services
Ron Miller, Hazard Mitigation Assistance Division Chief, California Governor's Office of Emergency Services
Joseph Purvis, Division Chief, California Governor's Office of Emergency Services
Ryan Massello, Hazard Mitigation Quality Assurance Division Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4683	31 -P	0	1069	1	28	CA	Statewide

Subrecipient: Irwindale

Project Title : 7% City of Irwindale Hazard Mitigation Plan

Subrecipient FIPS Code: 037-36826

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$150,000.00	$150,000.00	$0.00	$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$150,000.00	$10,000.00	$160,000.00	04/17/2024	Accept	2024

Comments

Date: 04/16/2024 User Id: SSCOTT39

Comment: Approved funding 4683-1069-31P-City of Irwindale Hazard Mitigation Plan-$150,000.00 Federal Share and $10,000.00 Sub Recipie Management Costs.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 04/16/2024

HMO Authorization Name: ANDREA HARVEY

HMO Authorization Date: 04/17/2024

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.

2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.

3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.

4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.

5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.

6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.

7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding $5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.

8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.

9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.

10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.

11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subpplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.

12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.

14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.

15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.

16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.

17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

    Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

July 3, 2024

Julian A. Miranda
City Manager
Irwindale, City of
5050 North Irwindale Avenue
Irwindale, CA 91706-2133

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program – Prepare CA Match
FEMA-**4683**-DR-CA, Project #**AP01069**, FIPS #**037-36826**
Supplement #**28**

Dear Mr. Miranda:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **$150,000.00**. A copy of the FEMA award package is enclosed for your records. Your organization's subaward application has also been approved for **$50,000.00** in state funding under the Prepare CA Match program.

In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Grant Subaward Face Sheet (GSAFS). Please ensure that the individual who signs the GSAFS is designated by the Governing Body Resolution as an Authorized Agent for your organization.
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records.

Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMGrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.

Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from the federal share of reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 328-7450.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File

*The Recovery Financial Processing Unit has a valid resolution and Grant Subaward Face Sheet (GSAFS) on file for this project. We now need your organization to complete a GSAFS Amendment form as part of the funding encumbrance/post-obligation document process.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

July 3, 2024

Julian A. Miranda
City Manager
Irwindale, City of
5050 North Irwindale Avenue
Irwindale, CA 91706-2133

Subject: **Notification of Approval for Subrecipient Management Cost Funding**
Hazard Mitigation Grant Program – Prepare CA Match
FEMA-**4683**-DR-CA, Project #**AP01069**, FIPS #**037-36826**
Supplement #**28**

Dear Mr. Miranda:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved **$10,000.00** in funding for subrecipient management costs (SRMC). SRMC are costs incurred while administering a Hazard Mitigation grant subaward. A copy of FEMA's letter is enclosed for your records.

Payments are made on a reimbursement basis using the specialized Subrecipient Management Cost Reimbursement Request Form. Subrecipients are reminded to document their SRMC separately from direct project expenditures. To qualify for SRMC reimbursement, subrecipients must first incur and seek reimbursement for direct project expenditures via the specialized Project Expenditures Reimbursement Request Form. Reimbursement for SRMC is capped at five percent of a project's cumulative direct project expenditures. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter.
If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures
c: Subrecipient's Project File

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

FEMA

RECEIVED
MAY 16 2024
FINANCIAL PROCESSING UNIT

May 13, 2024

Robyn Fennig, Assistant Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3655 Schriever Avenue
Mather, CA

Reference: Application Approval, HMGP DR-4683-1069-31P
City of Irwindale
City of Irwindale Hazard Mitigation Plan
FIPS Code: 037-36826, Supplement 28

Dear Robyn Fennig:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Irwindale (Sub-Recipient) HMGP DR-4683-1069-31P, City of Irwindale Hazard Mitigation Plan.

The total project cost is $200,000.00. As shown in the enclosed Obligation Report - Supplement 28, we are obligating $150,000.00 for the 75 percent Federal share; the 25 percent non-Federal share is $50,000.00. We are obligating $10,000.00 for the 100% Federal share Subrecipient Management Costs. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Approvals:	**Federal Share:**	**Non-Federal Share:**	**Total Project Cost:**
Supplement 28	$150,000.00	$50,000.00	$200,000.00
Management Costs	$10,000.00	$0.00	$10,000.00

This HMGP project approval and obligation of funds are subject to the following conditions:

1. **Scope of Work (SOW)** – The City of Irwindale will develop and adopt a FEMA approved Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.

2. **Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the project completion date is May 13, 2027. Please inform the sub-recipient that work completed after the disaster period of performance (POP) is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the POP when there is no approved time extension.

3. **Project Closeout –** Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.

4. **Record of Environmental Consideration (REC)** – In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

5. **Standard Conditions** – This project approval is subject to the enclosed Standard Mitigation Grant Program (HMGP) Conditions, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Andrea Harvey, Grants Management Specialist, by email andrea.harvey@fema.dhs.gov, or phone (202) 430-4878.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J LIPIECKI
Date: 2024.05.13 19:11:06 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):
Obligation Report – Supplement 28
Standard Mitigation Grant (HMGP) Conditions

cc:
Melissa Boudrye, Resilience Branch Chief, California Governor's Office of Emergency Services
Concepcion Chavez, Technical Assistance Division Chief, California Governor's Office of Emergency Services
Ron Miller, Hazard Mitigation Assistance Division Chief, California Governor's Office of Emergency Services
Joseph Purvis, Division Chief, California Governor's Office of Emergency Services
Ryan Massello, Hazard Mitigation Quality Assurance Division Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4683	31 -P	0	1069	1	28	CA	Statewide

Subrecipient: Irwindale

Project Title : 7% City of Irwindale Hazard Mitigation Plan

Subrecipient FIPS Code: 037-36826

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$150,000.00	$150,000.00	$0.00	$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$150,000.00	$10,000.00	$160,000.00	04/17/2024	Accept	2024

Comments

Date: 04/16/2024 User Id: SSCOTT39

Comment: Approved funding 4683-1069-31P-City of Irwindale Hazard Mitigation Plan-$150,000.00 Federal Share and $10,000.00 Sub Recipie Management Costs.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 04/16/2024

HMO Authorization Name: ANDREA HARVEY

HMO Authorization Date: 04/17/2024

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.

2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.

3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.

4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.

5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.

6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.

7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding $5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.

8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.

9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.

10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.

11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subpplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.

12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.

14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.

15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.

16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.

17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

    Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

Item #20.N.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Rejection of Claim - Andy Chen v. City of Irwindale

City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Andy Chen 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 June 18, 2024, the City received a claim for damages from claimant Andy Chen. Claimant Chen alleges that the police department did not notify the registered owner of a vehicle when it was released from evidence, and the vehicle was subsequently repossessed.

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 City did not impose the fees that the claimant is claiming, and that the fees were to reinstate a contract with the vehicle's lienholder. 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. Claim submitted by Andy Chen

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
JUN 18 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth
Name of Claimant ANDY CHEN	Claimant's Occupation
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant BUY JUY BRANDON SW (REPRESENTATIVE)	Business Telephone Number [redacted]

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

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: 6/4/2024 Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	

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:

ROYAL COACHES BALDWIN PARK

Describe in detail how the DAMAGE or INJURY occurred.

THE REGISTERED OWNER WAS NOT NOTIFIED BY PD THAT VEHICLE WAS RELEASED OFF EVIDENCE. VEHICLE WAS REPOSSESED

Why do you claim the City of Irwindale is responsible?

CITY TOOK VEHICLE IN OCT 2023 NEVER NOTIFYING OF WHEN VEHICLE CAN BE PICKED UP

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

REPOSSESION FEES $1542.50

Claimant's Name:

ANDY CHEN

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

$1542.50

Give estimated amount of future losses due to INJURY or DAMAGE:

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

Were paramedics or ambulance called? _____ 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:

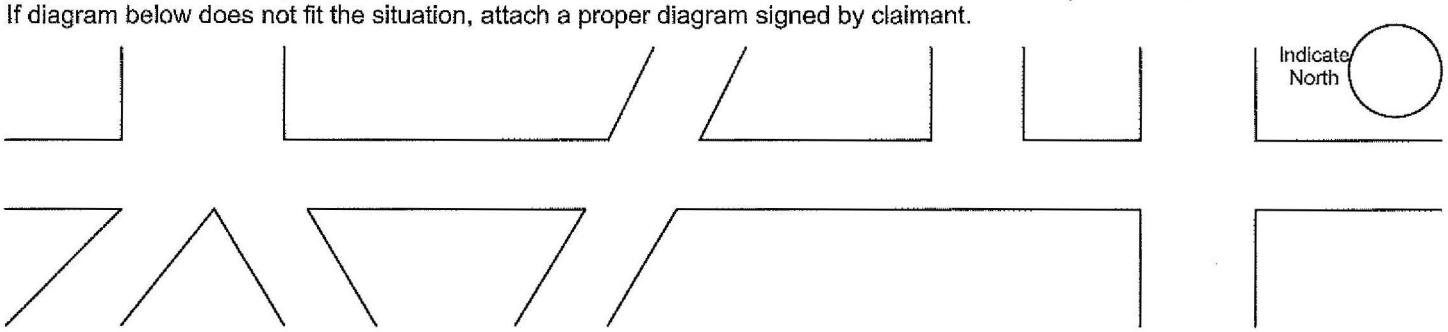
Name _____Address_____ Phone _____

Name _____Address_____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name BRANDON SU	Date 6/18/2024

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

6/04/24 – 6/07/24

NOTICE OF STORED VEHICLE (22852 CVC)

NOTE: CHP 180 IS FURNISHED TO ALL PEACE OFFICERS BY THE CALIFORNIA HIGHWAY PATROL

REPORTING DEPARTMENT	LOCATION CODE	DATE / TIME OF REPORT	NOTICE OF STORED VEHICLE DELIVERED PERSONALLY ☐	FILE NO. 23-14305
LOCATION TOWED / STOLEN FROM		ODOMETER READING	VIN CLEAR IN SVS? ☑ YES ☐ NO LIC. CLEAR IN SVS? ☐ YES ☐ NO	DATE / TIME DISPATCH NOTIFIED	LOG NO.

YEAR	MAKE	MODEL	BODY TYPE	COLOR	LICENSE NO.	MONTH / YEAR	STATE
23	Lexus				[redacted] ☐ ONE ☐ TWO		

VEHICLE IDENTIFICATION NO.	ENGINE NO.	VALUATION BY ☐ OFFICER ☐ OWNER ☐ 0-500 ☐ 501-4000 ☐ 4001+ ☐ $

REGISTERED OWNER	☐ SAME AS R/O	LEGAL OWNER
Liang Qizhuo or Chen, Mody [redacted]		Lexus Fin

☐ **STORED** ☐ **IMPOUNDED** ☐ **RELEASED** ☐ **RECOVERED - VEHICLE / COMPONENT**

TOWING / STORAGE CONCERN *(NAME, ADDRESS, PHONE)*	STORAGE AUTHORITY / REASON

REASON FOR STOP	AIRBAG? ☐ YES ☐ NO ☐ 1 ☐ 2	DRIVEABLE? ☐ YES ☐ NO ☐ JUNK ☐ UNK	VIN SWITCHED? ☐ YES ☐ NO

CONDITION	YES	NO	ITEMS	YES	NO	ITEMS	YES	NO	ITEMS	YES	NO	TIRES / WHEELS	CONDITION
WRECKED			SEAT (FRONT)			REGISTRATION			CAMPER			LEFT FRONT	
BURNED HULK per 431(c) CVC			SEAT (REAR)			ALT. / GENERATOR			VESSEL AS LOAD			RIGHT FRONT	
VANDALIZED			RADIO			BATTERY			FIREARMS			LEFT REAR	
ENG. / TRANS. STRIP			TAPE DECK			DIFFERENTIAL			OTHER			RIGHT REAR	
MISC. PARTS STRIP			TAPES			TRANSMISSION						SPARE	
BODY METAL STRIP			OTHER RADIO			AUTOMATIC						HUB CAPS	
SURGICAL STRIP per 431(b) CVC			IGNITION KEY			MANUAL						SPECIAL WHEELS	

RELEASE VEHICLE TO: ☐ R/O OR AGENT ☐ AGENCY HOLD ☐ 22850.3 CVC	GARAGE PRINCIPAL / AGENT STORING VEHICLE *(SIGNATURE)*	DATE / TIME

NAME OF PERSON / AGENCY AUTHORIZING RELEASE	I.D. NO.	DATE	CERTIFICATION: I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM LEGALLY AUTHORIZED AND ENTITLED TO TAKE POSSESSION OF THE ABOVE DESCRIBED VEHICLE.

SIGNATURE OF PERSON AUTHORIZING RELEASE	SIGNATURE OF PERSON TAKING POSSESSION

SEE REVERSE FOR INFORMATION

ACCOUNT NUMBER: [redacted] VIN: [redacted]

REDEMPTION		REINSTATEMENT	
To REDEEM the Vehicle you must pay the following amounts directly to LFS at the address shown on page 1 (and the amounts owed to third parties set forth below) at any time prior to the sale of the Vehicle.		To REINSTATE your contract you must pay the following amounts directly to LFS at the address shown on page 1 (and the amounts owed to third parties set forth below) on or before 07/02/2024	
Unpaid Gross Balance under your contract (includes any accrued and unpaid finance charges)	$ 25,683.75	Installment(s) past due	$ 0.00
Unpaid Late Charges	$ 36.64	Unpaid Late Charges	$ 36.64
Repossession Costs	$ 740.00	Repossession Costs	$ 740.00
Impound Fees	$ 802.50	Impound Fees	$ 802.50
TOTAL AMOUNT DUE TO LFS TO REDEEM AS OF 06/12/2024	**$ 27,262.89**	**TOTAL AMOUNT DUE TO LFS TO REINSTATE AS OF** 06/12/2024	**$ 1,579.14**
Less: Refund of unearned finance charges	$ 0.00	**PLUS** pay the following payments or expenses to LFS that become due or are incurred before you reinstate your contract:	
Less: Estimated refund of unearned insurance premiums/costs*	$ 0.00	Monthly installment due on 06/30/2024	$ 732.74
*This amount is the estimated pro rata refund for any Guaranteed Auto Protection and/or Credit Life & Disability product(s) you purchased as of the date of this notice based on the date of repossession. The actual amount of any refund will be determined after we submit a request to cancel the product(s) and obtain a refund from any third-party provider. Any refund that we receive will either be applied to the amount you owe or refunded to you within 60 business days after the Vehicle is redeemed by you or sold.		If a late charge is assessed on the next monthly installment above, LFS will not require you to pay the late charge as a condition to reinstate your contract. However, the late charge will be added to your next billing statement, if applicable.	
To REDEEM the Vehicle you must ALSO pay the following amounts directly to the third parties identified below:		To REINSTATE your contract you must ALSO pay the following amounts directly to the third parties identified below:	
Holding/Storage fees at the **daily** rate of $ 10.00 beginning on 06/10/2024.		Holding/Storage fees at the **daily** rate of $ 10.00 beginning on 06/10/2024.	
Payable to: RAA - Manheim Riverside Address: 6446 Freemont Street Riverside CA 92504 Phone: (951) 689-6000		Payable to: RAA - Manheim Riverside Address: 6446 Freemont Street Riverside CA 92504 Phone: (951) 689-6000	
Fee for report of repossession	$15.00	Fee for report of repossession	$15.00
Payable to: Baldwin Park Ca Police Department Address: 14403 Pacific Avenue Baldwin Park CA 91706 Phone: (626) 960-1955		Payable to: Baldwin Park Ca Police Department Address: 14403 Pacific Avenue Baldwin Park CA 91706 Phone: (626) 960-1955	

If you do not reinstate/redeem, additional charges related to the transportation and sale of the vehicle will apply.

Upon written request, either personally served or sent first class mail, postage prepaid, or certified mail, return receipt requested, to LFS at the address on page 1, we will furnish a written accounting regarding the disposition of the Vehicle. Upon the disposition of the Vehicle, you will be liable for the deficiency balance plus interest at the contract rate, or at the legal rate of interest pursuant to Cal. Civil Code Section 3289 if there is no contract rate of interest, from the date of disposition of the Vehicle to the date of entry of judgement. However, we do not charge prejudgement interest on the deficiency balanced owed.

NOTICE: YOU MAY BE SUBJECT TO SUIT AND LIABILITY IF THE AMOUNT OBTAINED UPON DISPOSITION OF THE VEHICLE IS INSUFFICIENT TO PAY THE CONTRACT BALANCE AND ANY OTHER AMOUNTS DUE.

Item #20.O.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 with California Consulting, Inc. for Grant Writing Management Services

City Manager's Recommendation:

That the City Council approve Amendment No. 1 to the Professional Services Agreement with California Consulting, Inc. for a three (3) year(s) term for grant writing management services.

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The City has contracted with California Consulting for two years, and desires to continue this service for an additional three (3) years, including September 1, 2024 – August 31, 2025, September 1, 2025 – August 31, 2026, and September 1, 2026 – August 31, 2027. California Consulting provides

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

As the community needs increase and viable revenue sources decrease, it has become more important to capture alternative funding sources. Based on discussions with California Consulting and a cursory review of their weekly grant opportunities list, there are numerous grant possibilities for the City of Irwindale, depending on eligibility. During FY 2023-2024, the City applied for several grants and was successful in securing $461,458, (Attachment "A") in grant funding. For FY 2024-2025, staff will be seeking grant opportunities for the Civic Center (Exterior Improvement Project), the Public Library Improvement Project, Cybersecurity, Public Safety, and Electrical Vehicle Charging Stations.

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

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

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

Staff is requesting the City Council to consider Amendment No. 1 in order to allow the City to continue benefiting from California Consulting expertise in finding and securing grant opportunities. The original agreement included a monthly fee of $4,500 for services rendered plus $300 for out-of-pocket expenses for a total amount not-to-exceed $57,600. They are now proposing to increase the monthly service fee by $500 from $4,500 to $5,000. Staff negotiated the following three (3) year term and monthly service fee amount:

- September 1, 2024 – August 31, 2025 $4,700/month ($56,400 annually)
- September 1, 2025 – August 31, 2026 $4,900/month ($58,800 annually)
- September 1, 2026 – August 31, 2027 $5,000/month ($60,000 annually)

Fiscal Impact:

Fiscal Year 2024-2025 Adopted budget included $54,000 for the said service, however, with the suggested fee increase, the total service cost now will be $56,000 ($4,500 for July and August, and $4,700 from September to June.) Sufficient funding is available, and no additional amount is being requested.

Attachments:

1. Attachment "A"
2. California Consulting, Inc. Amendment No. 1

Attachment "A"

FY 2023-2024 Grant Applications

AGENCY	GRANT	DEPT	AMOUNT	DATE SUBMITTED	STATUS
CalOES	Hazard Mitigation Grant Program – Prepare CA Match	Community Development	$150,000	August 4, 2023	AWARDED
CalOES	Prepare California Match Program – community Hardening Initiative AB 128 Budget Act of 2021	Community Development	$50,000	August 4, 2023	AWARDED
Department of Transportation (DOT)	Transit Oriented Development (TOD) Planning Grant Program	Transportation	$4,259,000	October 10, 2023	PENDING (Funding on Hold)
California Natural Resources Agency (CNRA)	Urban Greening Grant Program	Community Development	$1,440,862	November 20, 2023	PENDING (Funding on Hold)
CalTrans	Sustainable Transportation Grant for Irwindale's Infrastructure Adaptation Project to Address Local Climate Vulnerabilities and Multimodal Deficiencies	Community Development	$1,212,750	January 18, 2024	PENDING
California Office of Traffic Safety	Selective Traffic Enforcement Program (STEP - Formula) Traffic Records Improvement Project (TRIP - Competitive)	Police	$235,000	January 31, 2024	AWARDED
Department of Transportation (DOT)	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Community Development	$5,000,000	February 28, 2024	PENDING
Board of State and Community Corrections (BSCC)	Edward Byrne State Crisis Intervention (SCIP) Grant Program	Police	$26,458	April 5, 2024	AWARDED

AGENCY	GRANT	DEPT	AMOUNT	DATE SUBMITTED	STATUS
CalOES	Hazard Mitigation Grant Program – Prepare CA Match	Community Development	$150,000	August 4, 2023	AWARDED
CalOES	Prepare California Match Program – community Hardening Initiative AB 128 Budget Act of 2021	Community Development	$50,000	August 4, 2023	AWARDED
Governor's Office of Planning and Research (OPR)	Extreme Heat and Community Resilience Program (EHCRP)	Community Development	$450,000	May 6, 2024	PENDING

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR GRANT WRITING, MANAGEMENT AND EVALUATION SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR INVESTIGATIVE SERVICES ("Amendment No. 1") by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and CALIFORNIA CONSULTING, INC., a California corporation ("Consultant") is effective as of the 28th day of August 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 23, 2023 ("Agreement") whereby Consultant agreed to provide services ("Services") to the City.

B. The City has contracted with Consultant for two years to provide comprehensive grant writing, management and evaluation services.

C. By this Amendment No. 1, City and Consultant now desire to amend the Agreement to extend the term for three (3) years until August 31, 2027 and increase the Contract Sum to a not-to-exceed maximum of Two Hundred Thirty Two Thousand Eight Hundred ($232,800.00).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***).

A. Section 2.1 Contract Sum, is hereby amended to read in its entirety as follows:

> "For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the " Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Two Hundred Thirty Two Thousand Eight Hundred ($232,800.00)*** ~~Fifty-Seven Thousand Six Hundred Dollars and No Cent ($ 57,600.00)~~ ("Contract Sum")."

B. Section 3.4 Term, is hereby amended to read in its entirety as follows:

> "Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until the completion of the services but not ***to exceed August 31, 2027*** ~~exceeding one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit " D")."

C. Exhibit "C" entitled "Schedule of Compensation" shall be revised by substituting the new Exhibit "C" attached to this Amendment No. 1.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement 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 this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant 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.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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 this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:
California Consulting, Inc., a California corporation

By:_____
Name: Steven N. Samuelian
Title: Chief Executive Officer

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

Address: 214 Main Street, Suite 102
El Segundo, CA 90245

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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 "C"

SCHEDULE OF COMPENSATION

I. Based on the Tasks A through K as described in Section I of Exhibit " A", Consultant shall perform the Services for ~~a~~ *the following* fixed rate*s* ~~of Four Thousand Five Hundred dollars 4,500.00) per month~~, irrespective of the number of hours that Consultant actually spends providing said services:

A.	September 1, 2024 – August 31, 2025	$4,700/month ($56,400 annually)
B.	September 1, 2025 – August 31, 2026	$4,900/month ($58,800 annually)
C.	September 1, 2026 – August 31, 2027	$5,000/month ($60,000 annually)

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

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

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

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

III. The City agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City in an amount not-to-exceed Three Hundred Dollars ($300) per month. Such expenses typically might include but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide City with a receipt and a description of the expense with the invoice.

IV. The total maximum compensation for Services during the twelve (12) month term shall not exceed *Two Hundred Thirty Two Thousand Eight Hundred ($232,800.00)* ~~Fifty-Seven Thousand Six Hundred Dollars and No Cent ($57, 600.00)~~, as provided in Section 2. 1 of this Agreement, which includes the monthly fixed rates for the Services as specified in Section I above and maximum amount of monthly expenses as specified in Section III above.

Item #20.P.

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Project Acceptance of Traffic Signal Modification Project at Arrow Highway and Vincent Avenue P-980

City Manager's Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements for the Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue P-980; (2) approve the final construction project amount of $90,900.00 under the construction contract with MSL Electric Inc.; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project, and make any final project related transactions.

Administrative Action:

Submitted by:
Eddie Chan,Director of Engineering/ Building Official

Prepared by:
Francisco Carrillo,
Construction Compliance Manager

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 May 10, 2023, the City approved an agreement between the City of Irwindale and Los Angeles County for the Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue P-980 ("Project") and authorized staff to proceed with the construction of improvements. The estimated cost was $177,000.00, which covered design, construction, inspection, and administration costs for the entire project.

The intersection of Arrow Highway and Vincent Avenue is under the shared jurisdiction of the City of Irwindale (50%), the City of Azusa (25%), and the County of Los Angeles (25%). Consequently, the City Council approved a Cooperative Agreement between the City of Irwindale, the City of Azusa, and the County of Los Angeles to facilitate cost-sharing based on each agency's jurisdictional responsibility for the Project.

This Project was planned to utilize the City's Traffic Signal Contractor, Santa Fe Springs Traffic Signal Maintenance Division ("Santa Fe Springs"), to carry out the work under the City's current extraordinary maintenance agreement. Additionally, an electrical contractor would be retained to handle the aspects of the project beyond Santa Fe Springs' expertise.

On July 26, 2023, the City Council awarded the Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue P-980 to MSL Electric Inc. ("MSL") in the amount of $90,000.00, plus a 20% contingency in the amount of $18,000.00 for a total of $108,000.00.

This project has been successfully completed in accordance with the approved plans and specifications. The final costs for the MSL's construction contract, including the additional bonding cost that the contractor had to secure for the project, is $90,900.00, which is $17,100.00 less than the amount authorized by the City Council for this contract. Staff recommends that the City Council ratify this change in the contract amount due to the additional bonding cost incurred by the contractor.

The Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue P-980 has been completed in accordance with the approved plans and specifications. The total project cost is $156,762.11, which is $20,237.89 less than the estimated amount of $177,000.00.

Below is the breakdown of the total project cost:

Item No.	Items	Unit	Qty	Unit Cost	Amount
A	**PRELIMINARY ENGINEERING AND FINAL DESIGN**				

	Preliminary Engineering and Final Design by LA County	LS	1	$17,800.00	$ 17,800.00
				Subtotal (A)	**$17,800.00**
B	**CONSTRUCTION COST**				
	MSL Cost per Contract Agreement, plus $900.00 for Bonds	LS	1	$90,900.00	$90,900.00
	Santa Fe Springs time and material cost under the Extraordinary Maintenance Agreement with Irwindale.	LS	1	$28,577.11	$28,577.11
				Subtotal (B)	**$119,477.11**
C	**CONSTRUCTION INSPECTION**				
	Construction Inspection by FCG, under the As-Needed Inspection Services Agreement with Irwindale.	Hr	51	$147.79	$7,537.29
				Subtotal (C)	**$7,537.29**
D	**CONSTRUCTION ADMINISTRATION**				
	Performed by the City of Irwindale Public Works Engineering			10% of [Item B]	$11,947.71
				Subtotal (D)	**$11,947.71**
	Σ [A+B+C+D] =			**Total**	**$156,762.11**

City of Irwindale	50%	$78,381.05
City of Azusa	25%	$39,190.53
LA County	25%	$39,190.53

The City of Azusa deposited its jurisdictional fair share cost for this project in the amount of $44,250.00, representing 25% of the estimated $177,000.00 project cost. After determining the final cost, Azusa's share is $39,190.53. Therefore, $5,059.47 will be refunded to the City of Azusa upon acceptance of this project.

The County of Los Angeles' share is $39,190.53, reduced by $17,800.00 for Preliminary Engineering and Final Design costs that the LA County had already advanced. After determining the final cost, LA County's share is $21,390.53, which has been invoiced to LA County and is currently pending payment.

The Project is now complete, and staff recommends that the City Council accept the improvements and assume maintenance responsibility for the Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue. Staff also recommends that the City Council authorize the City Clerk to record the Notice of Completion and authorize the Finance Director to release the 5% retention amount to MSL Electric, Inc., and make any related transactions regarding final payments between the City, Azusa, and County.

Fiscal Impact:

Sufficient funding is available in the Public Works Engineering budget to cover all the remaining items for this project.

Attachments:

1. 08-28-2024 Acceptance of Traffic Signal Modification Project at Arrow & Vincent (P-980) - NOC

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/
WHEN RECORDED MAIL TO: /
Eddie Chan
City of Irwindale /
Department of Public Works /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: CITY OF IRWINDALE TRAFFIC SIGNAL MODIFICATIONS PROJECT AT ARROW HIGHWAY AND VINCENT AVENUE (P-980).

2. The full name of the owner is: CITY OF IRWINDALE.

3. The full address of the owner is: 5050 NORTH IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.

4. On the 28th day of AUGUST 2024, there was completed upon the hereinafter-described real property the following work: TRAFFIC SIGNAL MODIFICATIONS PROJECT AT ARROW HIGHWAY AND VINCENT AVENUE (P-980).

5. The name of the original contractor for the work described above was: MSL ELECTRIC, INC.

6. The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: CITY OF IRWINDALE INTERSECTION OF ARROW HIGHWAY AND VINCENT AVENUE.

DATED: _____, 2024

_____
Eddie Chan, Director of Engineering & Building Official
City of Irwindale

ATTEST:

_____
Chief Deputy City Clerk

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 _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___,

by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature_____

IRWINDALE CITY COUNCIL CHAMBERS **JULY 24, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **11:16 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

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. 28A
MINUTES OF THE MEETING HELD JUNE 26, 2024

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)

The minutes were approved.

ITEM NO. 28B
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024 (Joint for all agencies)

The Investment Quarterly Report for Fiscal Quarter ending June 30, 2024, were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

FRED BARBOSA — Fred Barbosa asked whether Five Points is in violation of their specific plan and, if so, whether code enforcement action would be taken against them.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 11:18 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

Successor Agency

July 2024

July 1 - 31, 2024

Number	Vendor Name	Date	Amount
WFB-31	2006 TA Ref Prty Bd	7/3/2024	1,810,407.50
WFB-32	2014 TA Rfdg Pty Bd	7/3/2024	785,000.00
WFB-33	2005 Txble Hsg TA Prty Bd	7/3/2024	1,591,591.00
WFB-34	2014 Txble Hsg TA	7/3/2024	288,721.88
		Report Total:	4,475,720.38

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102270	USBANK03	US Bank Trust N.A.	07/25/2024	6,450.00

Report Total (1 checks): 6,450.00

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102421	WILLDAN	Willdan Financial Services	08/15/2024	500.00
			Report Total (1 checks):	500.00

IRWINDALE CITY COUNCIL CHAMBERS **JULY 24, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **11:18 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

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

ITEM NO. 34A
MINUTES OF THE MEETING HELD JUNE 26, 2024

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)

The minutes were approved.

ITEM NO. 34B
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024 (Joint for all agencies)

The Investment Quarterly Report for Fiscal Quarter ending June 30, 2024, were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA — Dena Zepeda requested that housing matters be discussed at community workshops rather than at the meetings of the Housing Authority.

NEW BUSINESS

ITEM NO. 36A
PRESENTATION ON POLICY CHANGE

PRESENTATION ON POLICY CHANGE REGARDING THE REGULATORY AGREEMENT FOR THE SUBSTANTIAL HOME REHABILITATION LOAN & FIRST TIME HOMEBUYER PROGRAMS

REGARDING THE REGULATORY AGREEMENT FOR THE SUBSTANTIAL HOME REHAB LOAN & FIRST TIME HOMEBUYER PROGRAMS

HOUSING COORDINATOR LOPEZ — Housing Coordinator Lopez presented the staff report.

DENA ZEPEDA — Dena Zepeda expressed her preference for option 2 as delineated in the presentation.

RUTH QUEJIA — Ruth Quejia spoke on the difficulties that the Aguayo family has experienced during their efforts to sell their home, which has an active covenant on it.

FRED BARBOSA — Fred Barbosa questioned the fairness of the program requirements.

VICE CHAIR BURROLA — Vice Chair Burrola expressed his encouragement in that the California Department of Housing and Community Development ("HCD") has reviewed the City's housing program policies and only found two issues. He noted that the City is striving to follow all laws and expressed his preference for approving option 2 from the presentation so that homeowners receive more of the proceeds from the sale of their homes.

COORDINATOR LOPEZ — Coordinator Lopez stated that the recommendation to "open a case" with HCD would be done with the intent of receiving a letter of support from the agency which would essentially confirm that the City is taking the right path. He noted that the agreement that the Aguayo family has with the City already includes a mechanism by which they could sell their home, though a sale of the property at a market-rate price would not be allowed.

BOARD MEMBER BRECEDA — Board Member Breceda stated that he is in favor opening a case with HCD and reminded staff of the Board's previous request to work with a housing consultant apart from RSG.

Responding to a question by Board Member Breceda, Coordinator Lopez advised that he could ask HCD staff about a timeline for their review of the program policy and, hopefully, when they would submit a letter of support.

Board Member Breceda expressed concern over the repercussions with other homeowners / program participants should the Aguayo family be permitted to sell their home

CHAIR AMBRIZ — Chair Ambriz expressed hesitation in seeking further input from the HCD since he felt it would erode local authority, to which Coordinator Lopez advised that the HCD would take notice should the City's number of affordable units were to drop.

BOARD MEMBER BRECEDA — Board Member Breceda stated that he would rather obtain HCD's input rather than risk going against law.

EXECUTIVE DIRECTOR MIRANDA — Executive Director Miranda noted that the HCD essentially serves as a watchdog to ensure the proper disbursement of low and moderate Funds. He added that the contact that Coordinator Lopez has had with the HCD has so far been favorable.

BOARD MEMBER BRECEDA — Board Member Breceda stated that he agrees with the need to retain local control, but that there are certain matters that the state has superseding control.

COORDINATOR LOPEZ — Coordinator Lopez noted that low and mod funds have restrictions on how they are used.

VICE CHAIR BURROLA — Vice Chair Burrola stated his belief that proceeding without the express input from the HCD would potentially cause more issues down the road, which he does not want to risk.

BOARD MEMBER ORTIZ — Board Member Ortiz asked how the information presented tonight was compiled, to which Coordinator Lopez indicated that option 1 is what is included in the program agreement, and that staff created option 2. He added that the letter to be requested from HCD would address the issue with the substantial rehabilitation program, though this would probably serve as a bridge for the first-time homebuyer program also.

Board Member Ortiz stated that it seems that the Council has consensus to pursue option 2, though he requested to hear from members of the public before deciding.

RUTH QUEJIA — Ruth Quejia stated her belief that the HCD contact information should have been included in the City's housing program documents and stated that her clients, the Aguayo family, would accept the penalties if allowed to sell the home under the restrictions outlined in their agreement.

DENA ZEPEDA — Dena Zepeda stated that she has expressed concerns over housing programs for years but that the Board has not offered any solutions, which Chair Ambriz disagreed with.

BOARD MEMBER BRECEDA — Board Member Breceda spoke about his desire to move quickly to address the Aguayo family's concerns, though he noted that the best option would likely require additional time.

EXECUTIVE DIRECTOR MIRANDA — Executive Director Miranda noted that whichever decision the Board makes would be applied across the board to all program participants. He cautioned the Board about potentially acting without further input from the HCD, especially since the comments received from HCD so far have been favorable.

BOARD MEMBER GARCIA — Board Member Garcia stated his belief that option 2 seems to be the best and suggested that, should the Aguayo family wish to proceed immediately, the Board should give them permission per the terms of their agreement.

CHAIR AMBRIZ — Responding to a question by Chair Ambriz, General Counsel Guerra recommended going through the process to gain their support. He stated that the HCD's willingness to fully analyze the situation and provide guidance would be beneficial if the City is ever challenged. Regarding the Aguayo family, General Counsel Guerra noted that their issues is not on the agenda tonight for action but suggested that a policy be developed that is fair to all program participants, not just the Aguayo family.

VICE CHAIR BURROLA — Vice Chair Burrola stated that he was uncomfortable with opening a case with HCD.

CHAIR AMBRIZ — Responding to a question by Chair Ambriz, Executive Director Miranda reiterated that the decision on how to proceed lies with the Board, though he cautioned against acting without further input from the HCD.

Chair Ambriz asked how long it would take the HCD to provide input, to which Coordinator Lopez stated that he could call and ask.

DENA ZEPEDA — In response to a question by Dena Zepeda, General Counsel Guerra stated that, should the Board direct staff to move forward with option 2, staff would prepare a policy for discussion at the next meeting, while simultaneously write to the HCD to seek their input.

BOARD MEMBER BRECEDA — Board Member Breceda asked whether staff would also ask HCD about the existing 45-year covenant, to which General Counsel Guerra said that staff would explain exactly what the Board wishes to accomplish. Also, with the Board's consent, staff would work on an amendment to the agreement so that, should the Board approve it, staff could immediately prepare the documents to proceed with the sale of the Aguayo property.

MOTION

A motion was made by Vice Chair Burrola, seconded by Board Member Breceda, to direct staff to prepare a policy incorporating option 2 and direct staff to immediately reach out to HCD to request their letter of support in utilizing option 2, and for the draft policy be returned to the Board for consideration at its August 28 meeting, where an update on communication with HCD could be provided. The motion was unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 12:08 a.m., July 25.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary