

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY HOUSING AUTHORITY

JANUARY 26, 2022

**SPECIAL MEETING – 5:30 P.M. - CLOSED SESSION
REGULAR MEETING - 6:30 P.M. - OPEN SESSION**

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access

Pursuant to Irwindale Resolution No. Resolution No. 2022-02-3251

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

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

In-Person at the City Council Chambers (In-Chamber Attendance Limited to nine members of the public with overflow seating available in the Outer Council Chamber)

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

Webinar ID: 871 0459 2389



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

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

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING - CLOSED SESSION – 5:30 P.M.

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. RECESS TO CLOSED SESSION

1. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: William Tam, City Manager; Adrian Guerra, Legal
Counsel; Mary Hull, Human Resources Manager; Jeanette
Duran, Interim Director of Finance/City Treasurer

Employee Organizations: ICEA and IPOA

2. Conference with Legal Counsel – Existing Litigation (City Council Item)

Pursuant to California Government Code Section 54956.9

A. Name of Case: City of Baldwin Park vs. City of Irwindale, et. al.
Case Number: Los Angeles County Superior Court Case BS163400 (Lead Case)
[Consolidated with BS171622] [Related to BS163450 and BS171509]

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

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

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

3. Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Attorney

4. Public Employee Appointment
Pursuant to California Government Code Section 54957
Title: City Manager

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. INVOCATION
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia; H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola
- E. REPORT FROM CLOSED SESSION
- F. CHANGES TO THE AGENDA
- G. COUNCIL MEMBER TRAVEL REPORTS
- H. COUNCILMEMBER COMMENTS
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS
 1. Introduction of Bus Driver Juan Magana
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
 1. Chamber of Commerce Business of the Month - DoubleTree by Hilton Monrovia-Pasadena

SPONTANEOUS COMMUNICATIONS

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

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

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

1. CONSENT CALENDAR

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

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special meeting held December 8, 2021
2. Regular meeting held December 8, 2021

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

C. Investment Quarterly Report (Joint Item for all agencies)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2021.

- D. Award for Contracts for Construction and Construction Management and Inspection for the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; P-1034
Department: Engineering

Recommendation: (1) Authorize the City Manager to enter into an agreement with Hardy & Harper, Inc. in the amount of \$590,000 for the 2021-2022 Resurfacing Program; Residential Resurfacing Project – Phase I; (2) approve a 20% contingency in the amount of \$118,000 to cover an unforeseeable conditions that may arise during construction; (3) authorize the City Manager to enter into an agreement with Z&K Consultants in the amount of \$59,968 for construction management, inspection, labor compliance oversight, and geotechnical testing services; (4) approve a 20% project contingency for construction management in the amount of \$11,994 to cover any unforeseeable conditions that may arise during construction; (5) **adopt Resolution No. 2022-06-3255** approving the transfer of \$148,218.66 from the 2020-2021 Resurfacing Project to the 2021-2022 Resurfacing Program budget.

- E. Request to review and consider waving permit fees for Lawrence Cervantes
Department: Administration

Recommendation: **Adopt Resolution No. 2022-07-3256** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING AN ENCROACHMENT AND INSPECTION FEE WAIVER REQUEST FOR PROPERTY OWNER LAWRENCE CERVANTES”.

- F. Approve Appropriation of Asset Forfeiture Funds
Department: Police

Recommendation: **Adopt Resolution No. 2022-05-3254** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT”.

- G. A Resolution to Extend the Existence of a Local Emergency Regarding COVID-19 Pandemic
Department: Administration

Recommendation: **Adopt Resolution No. 2022-08-3257** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44”.

H. CalRecycle SB 1383 Local Grant Assistance Program Funding

Department: Public Services

Recommendation: **Adopt Resolution No. 2022-09-3259** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING ON ITS BEHALF THE SUBMITTAL OF A GRANT APPLICATION BY A LEAD AGENCY FOR WHICH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS IS ELIGIBLE".

2. **NEW BUSINESS**

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

A. Olive Pit Mining and Reclamation Project – Progress Report

Department: Engineering

Recommendation: Receive the verbal presentation report provided and file the updated progress report for Olive Pit Mining and Reclamation Project.

B. Adopt Economic Development Incentive Policy

Department: Administration / Economic Development

Recommendation: **Adopt Resolution No. 2022-08-3258** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM" or provide other direction.

C. Consideration of Appointment of Julian A. Miranda as City Manager and Approval of City Manager Employment Agreement

Department: City Attorney

Recommendation: **Adopt Resolution No. 2022-10-3260** appointing Julian Miranda as City Manager and approving the attached employment agreement; or provide alternative direction to staff regarding the attached employment agreement.

3. **PUBLIC HEARINGS**

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

4. **CITY MANAGER'S REPORT**

5. **AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS**

- A. Request by Mayor Burrola to develop a policy related to notifications to the City Council
- B. Request by Mayor Burrola to consider adopting a curfew policy
- C. Request by Mayor Burrola to consider signage on residential streets related to oversized vehicles

6. **ADJOURN**

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

SPONTANEOUS COMMUNICATIONS

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

1. **CONSENT CALENDAR**

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

- 1. Special meeting held December 8, 2021
- 2. Regular meeting held December 8, 2021

B. Warrants

Department: Finance

Recommendation: Approve

C. Investment Quarterly Report (Joint Item for all agencies)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2021.

2. **NEW BUSINESS**

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

3. **PUBLIC HEARINGS**

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

4. **ADJOURN**

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. **CONSENT CALENDAR**

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special meeting held December 8, 2021
2. Regular meeting held December 8, 2021

B. Investment Quarterly Report (Joint Item for all agencies)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2021.

C. Consideration of Approval – Subordination of Substantial Rehabilitation Housing Improvement Loan at 16169 Progress Lane

Department: Community Development

Recommendation: (1) Approve the request by Marco P. Romero and Magdalena R. Romero for the Housing Authority to subordinate its loan to a new loan made in a refinancing which is subject to all conditions established by the Irwindale Housing Authority's Subordination Policy; and (2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

2. NEW BUSINESS

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

A. Las Casitas Senior Affordable Housing Apartment Complex

Department: Community Development

Recommendation: Discuss and provide direction regarding the IHA's purchasing the lease agreement for Las Casitas Senior Affordable Housing Apartment Complex located at 5164 Ayon Street.

3. PUBLIC HEARINGS

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

4. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on January 26, 2022, be posted at the City Hall, Library, and Post Office on Friday, January 21, 2022.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A1

DECEMBER 8, 2021
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Also Present: William Tam, City Manager; Adrian Guerra, City
Attorney; Mary Hull, Human Resources Manager; Jeanette Duran,
Interim Director of Finance / City Treasurer

**SPONTANEOUS
COMMUNICATIONS**

None.

**RECESS TO
CLOSED SESSION**

At 5:32 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: William Tam, City Manager;
Adrian Guerra, Legal Counsel; Mary Hull, Human Resources
Manager; Jeanette Duran, Interim Director of Finance / City Treasurer
Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented
Employees

ACTION: Discussion held, direction provided; no reportable action
taken

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code
Section 54956.9(c), (d)(2), e(3)

A point has been reached where, in the opinion of the legislative body
of the local agency, upon the advice of its legal counsel based on
existing facts and circumstances, that there is significant exposure to
litigation against the local agency. The existing facts and
circumstances consist of a claim filed by Five Points LLC, pursuant to
the Government Claims Act, which alleges claims for damages in the
amount of \$20 million for (1) breach of contract, (2) breach of implied-
in-fact contract; (3) breach of the covenant of good faith and fair
dealing; (4) promissory estoppel based on the purchase and sale
agreement. A copy of the claim is included in this agenda package for
public review and available for review in the City Clerk's Office upon
request.

ACTION: Discussion held; no reportable action taken

Public Employee Appointment

Pursuant to California Government Code Section 54957

Title: City Manager / Interim City Manager

ACTION: Discussed, direction provided; no reportable action taken.

**RECONVENE IN
OPEN SESSION**

At 6:00 p.m., the City Council reconvened in Open Session with all members present.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Garcia, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved; Mayor Ortiz abstaining.

ITEM NO. 1
APPROVAL OF
AMENDMENT NO. 10
TO THE PROJECT
REIMBURSEMENT
AGREEMENT
RELATING TO SOLID
WASTE MATERIALS
RECOVERY FACILITY /
TRANSFER STATION
AGREEMENTS –
ARAKELIAN
ENTERPRISES, INC.,
DBA ATHENS
SERVICES

APPROVAL OF AMENDMENT NO. 10 TO THE PROJECT REIMBURSEMENT AGREEMENT (AKA – DEPOSIT AGREEMENT) RELATING TO SOLID WASTE MATERIALS RECOVERY FACILITY / TRANSFER STATION AGREEMENTS BETWEEN THE CITY AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

1) The City Council approved Amendment No. 10 to the Project Reimbursement Agreement between the City and Arakelian Enterprises, Inc., dba Athens Services ("Athens"), and 2) the City Manager was authorized to execute Amendment No. 10 following approval as to form by the City Attorney.

ITEM NO. 2
WAIVE CONDITION OF
CLOSING FOR THE
SALE OF PROPERTY
LOCATED AT 2200
ARROW HIGHWAY TO
ATHENS SERVICES,
AUTHORIZATION TO
VEST TITLE IN
IRWINDALE
INVESTMENTS, LLC,
A SPECIAL PURPOSE
ENTITY, AND
AUTHORIZATION TO
EXECUTE CC&R'S TO
IDENTIFY CITY AS
BENEFICIARY
THERE TO

WAIVE CONDITION OF CLOSING FOR THE SALE OF PROPERTY LOCATED AT 2200 ARROW HIGHWAY BY THE SUCCESSOR AGENCY TO ATHENS SERVICES, AUTHORIZATION TO VEST TITLE IN IRWINDALE INVESTMENTS LLC, A SPECIAL PURPOSE ENTITY, RATHER THAN ATHENS AS PART OF THE SALE OF PROPERTY, AND AUTHORIZATION TO EXECUTE CC&R'S TO IDENTIFY CITY AS BENEFICIARY THERETO

The City Manager was authorized to execute the CC&R's for the property at 2200 Arrow Highway ("Property") to identify the City as the beneficiary of the CC&R's.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:30 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A2

DECEMBER 8, 2021
WEDNESDAY
6:30 P.M.

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

ROLL CALL:

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

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Jeanette Duran, Interim Finance Director / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager; Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

**REORGANIZATION OF
CITY COUNCIL**

**CHIEF DEPUTY CITY
CLERK NIETO**

Chief Deputy City Clerk Nieto presented the staff report. She then opened the floor for nominations for the office of Mayor.

**COUNCILMEMBER
ORTIZ**

Councilmember Ortiz nominated Councilmember Burrola.

ROLL CALL

There being no further nominations, Chief Deputy City Clerk Nieto closed the nomination period and, upon roll call, Councilmember Burrola was unanimously appointed as Mayor.

MAYOR BURROLA

Mayor Burrola opened the floor for nominations for the office of Mayor Pro Tem.

Mayor Burrola nominated Councilmember Ambriz.

ROLL CALL

There being no further nominations, Mayor Burrola closed the nomination period and, upon roll call, Councilmember Ambriz was unanimously appointed as Mayor Pro Tem.

**CHANGES TO THE
AGENDA**

CITY MANAGER TAM

City Manager Tam advised that Item Nos. 1K and 1L will be pulled for separate discussion at the request of Councilmember Ortiz.

**COUNCILMEMBER
TRAVEL REPORTS**

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz reported on his attendance at a recent event held in honor for first responders at the Santa Fe Dam, and expressed his appreciation for their hard work.

**COUNCILMEMBER
COMMENTS**

COUNCILMEMBER
ORTIZ

Councilmember Ortiz commended Recreation Department employees for their excellent work at the Christmas Spectacular, thanked the Parks and Recreation Commissioners for their assistance, congratulated the Northview High School football team for winning the regional championship, and stated that he spoke to a spokesperson for an Irwindale business who resented a decision taken by the Council and stated that the Council should be comprised of younger individuals. Mayor Ortiz then encouraged eligible Irwindale residents to run for the City Council in future elections. He also congratulated Mayor Burrola and Mayor Pro Tem Ambriz on their appointments.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz commended Councilmember Ortiz for his fine work during his tenure as Mayor.

COUNCILMEMBER
BRECEDA

Councilmember Breceda acknowledged the difficulties created by the pandemic, but noted that Mayor Ortiz was able to handle them well. He also congratulated the Northview football team and expressed his pride in the team.

COUNCILMEMBER
GARCIA

Councilmember Garcia congratulated Mayor Burrola and thanked Councilmember Ortiz for his work as Mayor.

MAYOR BURROLA

Mayor Burrola thanked Councilmember Ortiz for his wonderful work as Mayor, congratulated the Northview football team, and commended the Recreation Department and the Parks and Recreation Commission for their roles in organizing the Christmas Spectacular.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

INTRODUCTION OF
MARTIN ROMERO,
PLANNING
TECHNICIAN

INTRODUCTION OF MARTIN ROMERO, PLANNING TECHNICIAN

Director Simpson provided background information and introduced Martin Romero as the new Planning Technician.

INTRODUCTION OF
DEREK FLOWERS,
OFFICE SPECIALIST

INTRODUCTION OF DEREK FLOWERS, OFFICE SPECIALIST

Director Simpson provided background information and introduced Derek Flowers as the new Office Specialist.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

IRWINDALE CHAMBER
OF COMMERCE
BUSINESS OF THE
MONTH – THE BROOKE
LAW GROUP, PC

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE
MONTH – THE BROOKE LAW GROUP, PC

The presentation was made.

CERTIFICATE OF
RECOGNITION TO
IRWINDALE LIBRARY

CERTIFICATE OF RECOGNITION TO IRWINDALE LIBRARY

The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman requested to pull Consent Calendar Item Nos. 1H-1O for separate discussion. She also complained that she does not recognize new employees, requested job flyers be mailed to residents, suggested that City Manager Tam be barred from making policy changes since he will be retiring soon, and complained about staff promotions.

DENA ZEPEDA

Dena Zepeda requested that Item Nos. 1H-1O be pulled from the Consent Calendar for separate discussion. She also stated that she had difficulty understanding a staff report and requested more time to understand it. She commended the Police Department staff, though she also complained of alleged favoritism and corruption by staff. She spoke against requiring staff to vaccinate, spoke highly of the Christmas Spectacular, thanked Councilmember Ortiz for his work as Mayor, welcomed new staff, complained about a Councilmember, requested that a staff member be "written up", and made an allegation of retaliation against Northridge Management, which manages the Las Casitas Senior Apartments.

CASEY MIRANDA

Casey Miranda spoke in favor of promoting Lieutenant Fraijo to Captain.

MIKE SALAS

Mike Salas suggested that the Police Department employees receive competitive compensation since they do a great job. He also reported squeaky police vehicle brakes.

DOLORAS AMADOR	Doloras Amador spoke highly of the Police Department and suggested that the Council consider offering the employees bonuses similar to those being offered by other cities.
PAULA FRAIJO	Paula Fraijo thanked the Council for its generosity and leadership, especially as relates to the Recreation Department. She also spoke on her support of the Police Department.
SUZANNE GOMEZ	Suzanne Gomez congratulated Mayor Burrola and Mayor Pro Tem Ambriz on their appointments, and commended Councilmember Ortiz for the great qualities he displayed during this time as Mayor. She also advocated for competitive pay for the staff of the Police Department.
MEGAN ZEPEDA	Megan Zepeda commended Library staff, complained that staff worked from home during the worldwide pandemic, complained about vacant apartments at Las Casitas, and complained about her perception of rudeness by staff. She also requested that Consent Calendar Item No. 11 be pulled for separate discussion.
FRED BARBOSA	Fred Barbosa stated his belief that certain provisions in the Irwindale bargaining groups are flawed, made allegations of corruption, nepotism, and discrimination, and stated his viewpoint that resident employees that are not politically connected are underpaid. He also argued that a different law firm should represent the city in the lawsuit that Five Points brought against the city.
TERESA ORTIZ	Teresa Ortiz congratulated Mayor Burrola and Mayor Pro Tem Ambriz on their appointments, thanked the Recreation Department for organizing the Christmas Spectacular, thanked first responders for their commitment, and spoke in support of giving pay raises to Police Department staff.
MARIANA RODRIGUEZ	Mariana Rodriguez congratulated Mayor Burrola on his appointment, thanked Mayor Ortiz for his work as former Mayor, spoke in support of the Irwindale Police Officers Association, and noted the need to offer staff fair and competitive salaries.
ROSALBA BRECEDA	Rosalba Breceda showed her appreciation to the Police Department personnel and requested that the Council reconsider their pay since they put their lives on the line for the community.
ERIKA PUSEY	Erika Pusey thanked the Council for recognizing the Northview High School Football team, and suggested that the members of the Irwindale Police Department be properly compensated.
VERONICA LOPEZ	Veronica Lopez, representing Assemblymember Rubio's office, congratulated the reorganized Council.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar, with the exception of Item Nos. 1K and 1L, which were removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held October 27, 2021

ITEM NO. 1B
WARRANTS
/ DEMANDS
/ PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
RELEASE OF BONDS
FOR MAYANS HOUSING
DEVELOPMENT
PHASE 3 AND 4,
PARCEL MAP 82188,
PARCEL MAP 82189,
AND TRACT MAP
82190

RELEASE OF BONDS FOR MAYANS HOUSING DEVELOPMENT
PHASE 3 AND 4, PARCEL MAP 82188, PARCEL MAP 82189, AND
TRACT MAP 82190

The release of the faithful performance, labor and material, and monument bonds for the Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190, was approved.

ITEM NO. 1D
APPROVAL OF PLANS
AND SPECS FOR THE
2021-2022
RESURFACING
PROGRAM;
RESIDENTIAL
RESURFACING
PROJECT – PHASE I

APPROVAL OF PLANS AND SPECIFICATIONS FOR THE 2021-
2022 RESURFACING PROGRAM; RESIDENTIAL RESURFACING
PROJECT – PHASE I; P1034

- 1) The plans and specifications for the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase 1, was approved, and 2) staff was authorized to solicit bids for construction of the project.

ITEM NO. 1E
A RESOLUTION TO
EXTEND THE
EXISTENCE OF A
LOCAL EMERGENCY
REGARDING
COVID-19 PANDEMIC

A RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL
EMERGENCY REGARDING COVID-19 PANDEMIC

RESOLUTION NO.
2021-124-3246
ADOPTED

Resolution No. 2021-124-3246,

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE, CALIFORNIA, EXTENDING THE EXISTENCE OF A

LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44", was adopted.

ITEM NO. 1F
A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LOCAL LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF DECEMBER 2021

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LOCAL LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF DECEMBER 2021 (Joint with Successor Agency Item 1E, Housing Authority Item 1I, and Reclamation Authority Item 1D)

RESOLUTION NO.
2021-109-3321
ADOPTED

Joint Resolution No. 2021-109-3321, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021, THROUGH JANUARY 8, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

ITEM NO. 1G
REQUEST TO APPROVE A CONSULTANT CONTRACT CLOSURE FOR HARVEY CONSULTING GROUP (HCG) LLC RELATED TO THE COMPLETION OF ENVIRONMENTAL DOCUMENTS FOR THE PROPOSED IRWINDALE MATERIALS RECOVERY FACILITY AND TRANSFER STATION WITH APPLICANT

REQUEST TO APPROVE A CONSULTANT CONTRACT CLOSURE FOR HARVEY CONSULTING GROUP (HCG) LLC RELATED TO THE COMPLETION OF ENVIRONMENTAL DOCUMENTS FOR THE PROPOSED IRWINDALE MATERIALS RECOVERY FACILITY AND TRANSFER STATION WITH APPLICANT ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

Amendment No. 9, the Final Contract Amendment with Harvey Consulting Group, LLC, was approved for consultant contract closure related to the completion of environmental documents for the Materials Recovery Facility and Transfer Station on the 17.22 acre site located at 2200 Arrow Highway (APN 8535-001-911) in the amount of \$50,100.

ARAKELIAN
ENTERPRISES, INC.,
DBA ATHENS
SERVICES

ITEM NO. 1H
APPROVAL OF THE
2022 LOCAL
APPOINTMENTS LIST

APPROVAL OF THE 2022 LOCAL APPOINTMENTS LIST

RESOLUTION NO.
2021-111-3323
ADOPTED

Resolution No. 2021-111-3323, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2022 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME," was adopted.

ITEM NO. 1I
CONSIDERATION OF
RESOLUTION
APPROVING A
TENTATIVE
AGREEMENT
FOR SUCCESSOR
MEMORANDUM OF
UNDERSTANDING
WITH THE IRWINDALE
MANAGEMENT
EMPLOYEES
ASSOCIATION (IMEA)

CONSIDERATION OF RESOLUTION NO. 2021-122-3244
APPROVING A TENTATIVE AGREEMENT FOR SUCCESSOR
MEMORANDUM OF UNDERSTANDING WITH THE IRWINDALE
MANAGEMENT EMPLOYEES ASSOCIATION (IMEA)

RESOLUTION NO.
2021-122-3244
ADOPTED

Resolution No. 2021-122-3244, 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 MANAGEMENT EMPLOYEES ASSOCIATION (IMEA), FOR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2024, AND AUTHORIZING THE APPROPRIATION OF FUNDS TO COVER THE COST OF THE INITIAL IMPLEMENTATION OF THE CONTRACT FOR FISCAL YEAR 2021-2024," was adopted.

ITEM NO. 1J
CONSIDERATION OF
RESOLUTION
AMENDING THE
SCHEDULE OF
SALARIES AND
BENEFITS FOR

CONSIDERATION OF RESOLUTION NO. 2021-116-3238
AMENDING THE SCHEDULE OF SALARIES AND BENEFITS FOR
UNCLASSIFIED MANAGEMENT EMPLOYEES

UNCLASSIFIED
MANAGEMENT
EMPLOYEES

RESOLUTION NO.
2021-116-3328
ADOPTED

Resolution No. 2021-116-3238,

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-23-3235, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES, AND APPROVING AN APPROPRIATION OF FUNDS FOR ADDITIONAL SALARY FOR FISCAL YEAR 2021-2022," was adopted.

ITEM NO. 1M
REQUEST TO
APPROVE AMENDMENT
NO. 1 TO THE
PROFESSIONAL
CONSULTING
CONTRACT WITH
INTERWEST
CONSULTING GROUP
FOR THE PREPARATION
OF A COMPREHENSIVE
ZONING ORDINANCE
UPDATE

REQUEST TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL CONSULTING CONTRACT WITH INTERWEST CONSULTING GROUP FOR THE PREPARATION OF A COMPREHENSIVE ZONING ORDINANCE UPDATE

Amendment No. 1 to the Professional Consulting Contract with Interwest Consulting Group for the preparation of the Comprehensive Zoning Ordinance Update, was approved.

ITEM NO. 1N
APPOINTING AN
INTERIM CITY
TREASURER

APPOINTING AN INTERIM CITY TREASURER (Joint Items on Successor Agency and Housing Authority)

RESOLUTION NO.
2021-118-3240
ADOPTED

Resolution No. 2021-118-3240, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF INTERIM CITY TREASURER," was adopted.

ITEM NO. 1O
AUTHORIZATION TO
INVEST MONIES INTO
THE LOCAL AGENCY
INVESTMENT FUND
ACCOUNT

AUTHORIZATION TO INVEST MONIES INTO THE LOCAL AGENCY INVESTMENT FUND ACCOUNT (Joint Item on Successor Agency and Housing Authority)

RESOLUTION NO.
2021-120-3242
ADOPTED

Resolution No. 2021-120-3242, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY DEVELOPMENT REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND," was adopted.

ITEM NO. 1P
REJECTION OF
CLAIM: FIVE POINTS,
LLC VS CITY OF
IRWINDALE

REJECTION OF CLAIM: FIVE POINTS, LLC VS. CITY OF IRWINDALE

The claim of Five Points, LLC vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

ITEM NO. 1Q
AMENDMENT TO THE
CITY OF IRWINDALE
RESIDENT
IDENTIFICATION CARD
POLICY

AMENDMENT TO THE CITY OF IRWINDALE RESIDENT IDENTIFICATION CARD POLICY

RESOLUTION NO.
2021-108-3320
ADOPTED

Resolution No. 2021-108-3320, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AMENDMENTS TO THE CITY OF IRWINDALE RESIDENT IDENTIFICATION CARD POLICY," was adopted, thereby approving the final draft of the Resident Identification Card Policy as amended per City Council direction at its regularly scheduled meeting of May 12, 2021.

END OF CONSENT CALENDAR

ITEM NO. 1K
CONSIDERATION OF
RESOLUTIONS
AMENDING THE
CLASSIFICATION AND
COMPENSATION
PLANS

CONSIDERATION OF RESOLUTIONS AMENDING THE CLASSIFICATION AND COMPENSATION PLANS

COUNCILMEMBER
ORTIZ

Councilmember Ortiz expressed his reservation in approving the proposed Benefits Administrator position since he believes that duties that this individual would perform relating to the Resident ID program are already being carried out properly. He stated that he was fine with the other recommended reclassifications.

CARMEN ROMAN Carmen Roman protested against the proposed Benefits Administrator position and complained about the information and documentation that is required to be submitted when a parent applies for a Resident ID card for a minor.

DENA ZEPEDA Dena Zepeda complained that employees seek raises, suggested that open staffing positions be advertised for public applications rather than having them filled by promotions, and spoke on her perceptions of fairness and how college loan debts should be considered when hiring individuals.

MOTION A motion was made by Mayor Burrola, seconded by Councilmember Ortiz, to table this matter until the next Council meeting. The motion was approved, with Councilmembers Breceda and Garcia opposed, and Councilmember Ortiz, Mayor Pro Tem Ambriz, and Mayor Burrola in favor.

ITEM NO. 1L
REQUEST TO
APPROVE A
PROFESSIONAL
CONSULTANT
CONTRACT WITH
WILDAN FINANCIAL
SERVICES TO
PREPARE AN
AFFORDABLE
HOUSING
COMMERCIAL /
INDUSTRIAL LINKAGE
FEE STUDY

REQUEST TO APPROVE A PROFESSIONAL CONSULTANT
CONTRACT WITH WILDAN FINANCIAL SERVICES TO PREPARE
AN AFFORDABLE HOUSING COMMERCIAL / INDUSTRIAL
LINKAGE FEE STUDY

DIRECTOR SIMPSON Director Simpson presented the staff report.

COUNCILMEMBER
ORTIZ Responding to several questions by Councilmember Ortiz, Director Simpson advised that, although a Request for Proposals ("RFP") was not conducted for this work, the proposed contractor has experience and the necessary resources that would enable it to provide a quality study.

Councilmember Ortiz requested that staff conduct an RFP in order to select a qualified contractor to perform future studies.

MOTION A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to approve the contract in the amount of \$43,000 with Wildan Financial Services for the preparation of an Affordable Housing Commercial / Industrial Linkage Fee study.

CARMEN ROMAN Carmen Roman complained that staff sought a consultant to perform the study.

DENA ZEPEDA Dena Zepeda concurred that the study should have gone out to bid and complained about staff.

DIRECTOR SIMPSON Director Simpson spoke on the purpose of the study and noted that Irwindale would directly benefit from the results of the study.

ROLL CALL The above-mentioned motion was unanimously approved.

NEW BUSINESS

ITEM NO. 2A MAYOR'S APPOINTMENTS OF DELEGATES AND ALTERNATES
MAYOR'S
APPOINTMENTS OF
DELEGATES AND
ALTERNATES

RESOLUTION NO. **Resolution No. 2021-112-3324**, entitled:
2021-112-3324
ADOPTED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY," was passed, approved, and adopted, on the motion of Councilmember Garcia, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 2B APPOINTMENT OF PARKS & RECREATION COMMISSIONERS
APPOINTMENT OF
PARKS & RECREATION
COMMISSIONERS

MAYOR BURROLA Mayor Burrola thanked everyone that applied for the various commissions. He then nominated Paula Fraijo.

MOTION A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to appoint Paula Fraijo to the Parks & Recreation Commission. The motion was unanimously approved.

MAYOR BURROLA Mayor Burrola nominated Lawrence Burrola. The nomination received no support.

 Mayor Burrola then nominated Justin Kelly. The nomination received no support.

MAYOR BURROLA Mayor Burrola then nominated Belen Zepeda.

MOTION A motion was made by Councilmember Ortiz, seconded by Councilmember Breceda, to appoint Belen Zepeda to the Parks & Recreation Commission. The motion was unanimously approved.

RESOLUTION NO.
2021-113-3325
ADOPTED

Resolution No. 2021-113-3325, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, thereby appointing Paula Fraijo and Belen Zepeda to the Parks & Recreation Commission.

ITEM NO. 2C
APPOINTMENT OF
PLANNING
COMMISSIONERS

APPOINTMENT OF PLANNING COMMISSIONERS

MAYOR BURROLA

Mayor Burrola nominated Enoch Burrola

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to appoint Enoch Burrola to the Planning Commission. The motion was unanimously approved.

MAYOR BURROLA

Mayor Burrola then nominated David Fuentes to the Planning Commission.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to appoint David Fuentes to the Planning Commission.

DENA ZEPEDA

Dena Zepeda suggested that the Council carefully consider who they appoint to the commission.

TERESA ORTIZ

Teresa Ortiz congratulated Paula Fraijo and Belen Zepeda on their appointments to the Parks & Recreation Commission.

ROLL CALL

The above-mentioned motion was approved, with Councilmember Ortiz, Mayor Pro Tem Ambriz, and Mayor Burrola in favor; Councilmembers Breceda and Garcia opposed.

RESOLUTION NO.
2021-114-3326
ADOPTED

Resolution No. 2021-114-3326, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, thereby appointing Enoch Burrola and David Fuentes to the Planning Commission.

ITEM NO. 2D
APPOINTMENT OF
SENIOR CITIZEN
COMMISSIONERS

APPOINTMENT OF SENIOR CITIZEN COMMISSIONERS

MAYOR BURROLA	Mayor Burrola nominated Iris Rodriguez.
MOTION	A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to appoint Iris Rodriguez to the Senior Citizen Commission. The motion was unanimously approved.
MAYOR BURROLA	Mayor Burrola nominated Patricia Gonzales.
MOTION	A motion was made by Councilmember Garcia, seconded by Councilmember Ortiz, to appoint Patricia Gonzales to the Senior Citizen Commission. The motion was approved, with Councilmembers Garcia and Ortiz, Mayor Pro Tem Ambriz, and Mayor Burrola in favor, and Councilmember Breceda opposed.
DENA ZEPEDA	Dena Zepeda congratulated the new and incoming commissioners. She also suggested that the Council mentor young individuals that are interested in politics.
CARMEN ROMAN	Carmen Roman thanked and congratulated the commissioners.
TERESA ORTIZ	Teresa Ortiz concurred that the Council should look to mentor younger generations so that they could develop new skills. She suggested perhaps offering leadership classes to high school students.
ANONYMOUS WRITTEN COMMENT	An anonymous written comment was received: "It's ridiculous that nobody new gets voted in. That is why same residents are in all the time. No new ideas. People are discouraged."
RESOLUTION NO. 2021-115-3237 ADOPTED	Resolution No. 2021-115-3237 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, thereby appointing Iris Rodriguez and Patricia Gonzales to the Senior Citizen Commission.
<u>ITEM NO. 2E</u> UPDATE ON IRWINDALE ROCK HOUSE REPLACEMENT STRUCTURE, IRWINDALE PUBLIC LIBRARY EXPANSION PROJECT, AND THE DAN DIAZ RECREATION CENTER RETROFIT PROJECT	UPDATE ON IRWINDALE ROCK HOUSE REPLACEMENT STRUCTURE, IRWINDALE PUBLIC LIBRARY EXPANSION PROJECT, AND THE DAN DIAZ RECREATION CENTER RETROFIT PROJECT

ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares presented the staff report. Made PowerPoint presentation.
DENA ZEPEDA	Dena Zepeda raised parking concerns, requested that ongoing classes and activities continue unimpeded, possibly in tents or bungalows. She also suggested obtaining input from the Library staff.
CARMEN ZEPEDA	Carmen Zepeda raised parking concerns.
TERESA ORTIZ	Teresa Ortiz thanked Assistant City Manager Olivares for the presentation, expressed her preference for Option 2, and requested input from the Librarian and Library staff.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz spoke on the need to build a state-of-the-art Library, with input from Library and Engineering staff.
MOTION	A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve option two as delineated in the staff report for a retrofit to the Recreation building and the construction of a new stand-alone Library.
COUNCILMEMBER GARCIA	Councilmember Garcia stated his preference in having a new stand-alone Library. He requested that Engineering staff work with the developers to determine if a parking structure could be built on top of the Library, or possibly underground.
COUNCILMEMBER ORTIZ	Councilmember Ortiz also expressed his preference for option two, and asked about the difference in prices for the difference in prices for the Recreation building retrofit as shown in both options, to which Assistant City Manager Olivares elaborated upon. Councilmember Ortiz then suggested the possibility of building the new Library at the 10-acre site, which would accommodate ample parking and a new Library.
MOTION	A motion was made by Councilmember Ortiz to direct staff to research the possibility of constructing a new Library building at the 10-acre site and other alternative locations.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz amended his motion to include Councilmember Ortiz's motion.
MAYOR BURROLA	Mayor Burrola also spoke on his preference of option 2, though he expressed concern about building the Library at the 10-acre site since he believed it would take space away from building houses. He suggested sending a survey to residents to determine their priorities for the site.

COUNCILMEMBER ORTIZ	Councilmember Ortiz noted that the Council has previously earmarked three acres of the 10-acre site for housing, and that the remaining seven acres could hold other facilities, though at this point, the Council has not decided what to place at the seven acres.
CARMEN ROMAN	Carmen Roman spoke in favor of building a new Library.
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares advised that the Recreation Manager, Librarian, and Public Works Services Manager have been very involved in the process thus far, though it is preliminary. She added that there is no current layout of buildings or locations, but once input is received from the Council, the suggestions would be brought up with the architect and staff would request a City Engineer's cost estimate. Staff is fully aware of and shares parking concerns. She also indicated that staff is working now to ensure that programs and events will continue to the best of staff's ability.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz clarified that his motion was to look into option 2 for a retrofit to the Recreation building and the construction of a new stand-alone Library, and to direct staff to look at different locations for the Library, with continued input from Library staff.
ROLL CALL	The above-mentioned motion, which was seconded by Councilmember Breceda, was unanimously approved.
<u>ITEM NO. 2F</u> VERBAL UPDATE ON CALLE DEL NORTE TRAFFIC SIGNAL	VERBAL UPDATE ON CALLE DEL NORTE TRAFFIC SIGNAL
DIRECTOR HANNA	Director Hanna advised that the city's traffic consultant, Iteris, measured and reset the timing at the intersection to the maximum levels in all four lanes of the intersection, which provides for adequate time to cross the street.

PUBLIC HEARINGS

<u>ITEM NO. 3A</u> INTRODUCTION OF ORDINANCE NO. 759 - ADDING CHAPTER 8.22 TO TITLE 8 OF THE IRWINDALE MUNICIPAL CODE	INTRODUCTION OF ORDINANCE NO. 759 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 8.22 TO TITLE 8 (“HEALTH AND SAFETY”) OF THE IRWINDALE MUNICIPAL CODE, ENTITLED “SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION,” TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
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DIRECTOR RODRIGUEZ	Director Rodriguez presented the staff report.
OPEN PUBLIC HEARING	At 9:58 p.m., Mayor Burrola opened the public hearing.
DENA ZEPEDA	Dena Zepeda stated that this was overdue.
CARMEN ROMAN	Carmen Roman asked how many trashcans she would receive. She also thanked staff and Athens for the compost giveaways and recycling programs.
GARY CLIFFORD	Gary Clifford, representing Athens Services, advised that Athens will be able to amend its contract to handle requirements and work with staff to ensure compliance.
COUNCILMEMBER GARCIA	Councilmember Garcia asked how waste generated in lots with mixed businesses would be handled, to which Mr. Clifford advised that Athens has recycling coordinators that will visit businesses to ensure they each have the necessary amount and type of bins to place their organic waste.
CLOSE PUBLIC HEARING	There being no additional speakers, Mayor Burrola closed the public hearing at 10:03 p.m.
ORDINANCE NO. 759 INTRODUCED FOR FIRST READING	Ordinance No. 759: entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 8.22 TO TITLE 8 ("HEALTH AND SAFETY") OF THE IRWINDALE MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.
<u>ITEM NO. 3B</u> APPROVAL OF THE ADJUSTMENT OF USER FEES FOR FISCAL YEAR 2021-2022	APPROVAL OF THE ADJUSTMENT OF USER FEES FOR FISCAL YEAR 2021-2022

INTERIM DIRECTOR DURAN	Interim Director Duran presented the staff report.
COUNCILMEMBER ORTIZ	Responding to a question by Councilmember Ortiz, City Manager Tam detailed new fees pertaining to Southern California Edison and Southern California Gas utility companies. He noted that staff has held numerous meetings with representatives of the companies to address their concerns.
OPEN PUBLIC HEARING	At 10:21 p.m., Mayor Burrola opened the public hearing.
CARMEN ROMAN	Carmen Roman complained about the elimination of the Library's late fees and asked what "mutual aid" means.
ROBERT CRUZ	Robert Cruz, representing the Southern California Gas Company, spoke very highly of the great working relationship between the utility and city staff, and expressed his belief that the inspection fees are reasonable.
INTERIM DIRECTOR DURAN	Interim Director Duran defined "mutual aid", and advised that the Library's late fees are being eliminated for adults in order to be consistent with the elimination of late fees for seniors and children, which was approved by the Council a couple years ago, and is consistent with County Library fees. However, she noted that Library patrons would still be responsible for fees for items that they lose. She added that the city's goal in eliminating late fees for students is to encourage them to complete school projects without fear of having to pay fees.
MAYOR BURROLA	Mayor Burrola suggested perhaps increasing certain fees in the future.
CARMEN ROMAN	Carmen Roman stated that students that receive funding or free meals should be required to pay late fees since, in her viewpoint, the city is in the "money-making business." She also stated that Irwindale residents should not be required to pay fees.
CLOSE PUBLIC HEARING	There being no further speakers, Mayor Burrola closed the public hearing at 10:35 p.m.
RESOLUTION NO. 2021-125-3247 ADOPTED	Resolution No. 2021-125-3247 , entitled: "A RESOLUTION OF THE CITY OF IRWINDALE ADOPTING AND ADJUSTING FEES FOR CERTAIN CITY SERVICES, CONSOLIDATING FEES INTO A COMPREHENSIVE SCHEDULE OF FEES AND CHARGES, AND REPEALING ALL PRIOR FEE RESOLUTIONS FOR SUCH FEES AND CHARGES," was passed, approved, and adopted, on the motion of Councilmember Ortiz, seconded by Councilmember Breceda, and unanimously approved.

**CITY MANAGER'S
REPORT**

No items to report.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested to place an item on the agenda for the second meeting in January to discuss: 1) United Rock's progress in installing a traffic signal at Los Angeles Street and Azusa Canyon Road, 2) the exhaust systems currently in use by United Rock's trucks, 3) the possible implementation of quarterly monitoring of the tonnage of material being excavated by United Rock, and 4) a quarterly financial report on the monies being generated from the Olive Pit mine.

COUNCILMEMBER
BRECEDA

Councilmember Breceda requested an update on coyotes.

COUNCIL CONSENSUS

Council consensus was reached to add these items to upcoming agendas.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:38 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

January 2022

January 1 - 15, 2022



Number	Vendor Name	Date	Amount
ACH	CalPERS-Medical	1/3/2022	238,478.52
ACH	CalPERS	1/5/2022	26.81
ACH	CalPERS	1/5/2022	75,089.95
ACH	CalPERS	1/14/2021	0.69
ACH	EDD	1/7/2022	8.54
ACH	Federal Tax	1/7/2022	29.20
ACH	Nationwide-457 Plan & Trust	1/8/2022	28,288.35
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	1/8/2022	2,787.00
ACH	ICMA	1/13/2022	10.39
ACH	PARS-FT	1/13/2022	17,644.52
ACH	PARS-PT	1/13/2022	943.56
ACH	PARS-Public Agency Retirement Services	1/12/2021	5,120.00
606	CJPIA Excess Pool	1/4/2021	5,020.60
611	CJPIA Excess Pool	1/6/2022	255.95
Report Total:			373,704.08

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 1/20/2022 8:04 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
75930	ALLIAN	Alliant Insurance Services, Inc.	01/06/2022	2,025.00
75931	AMAZON	Amazon	01/06/2022	2,299.24
75932	Ayala01	Leonor Ayala	01/06/2022	90.00
75933	AZUSALW	Azusa Light & Water	01/06/2022	269.85
75934	BURROL04	Lavina Burrola	01/06/2022	300.00
75935	CALIFO02	California American Water	01/06/2022	12.99
75937	FRAER01	Laura Fraer Snyder	01/06/2022	1,500.00
75938	GASCOM	Gas Company, The	01/06/2022	2,534.16
75939	SOUTHE17	Golden State Water Company	01/06/2022	1,501.31
75940	IRWIND21	Irwindale Hand Wash & Auto Detail	01/06/2022	432.84
75941	JOEAGO	Joe A. Gonsalves & Son	01/06/2022	2,375.00
75942	MCIWOR	MCI Comm Service	01/06/2022	37.62
75943	OPTUM01	OptumRx, Inc.	01/06/2022	31,678.78
75944	RICOH02	Ricoh USA, Inc	01/06/2022	1,673.14
75945	ACCOUN	Robert Half	01/06/2022	131.25
75946	SCFUELS	SC Fuels	01/06/2022	5,371.38
75947	SMART&	Smart & Final	01/06/2022	755.88
75948	SCE02	Southern California Edison	01/06/2022	16,494.07
75949	TAPIA11	Sylvia Tapia	01/06/2022	469.00
75950	VALLEY09	Valley View Mutual Water Co.	01/06/2022	76.16

Report Total (20 checks):

70,027.67

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 1/20/2022 8:05 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
75952	CALIFO56	California State Disbursement Unit	01/13/2022	604.15
75953	CALIFO57	California State Disbursement Unit	01/13/2022	143.07
75954	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	01/13/2022	225.00
75955	AMAZON	Amazon	01/13/2022	57.36
75956	CINGULAR	AT & T Mobility	01/13/2022	1,669.76
75957	BANKOF03	Bank of The West	01/13/2022	21,392.15
75958	BERNA01	The Bernadette	01/13/2022	7.50
75959	BURROL04	Lavina Burrola	01/13/2022	50.00
75960	CALIFO02	California American Water	01/13/2022	576.66
75961	CALIFO25	California Library Association	01/13/2022	165.00
75962	CONCE01	Concentra	01/13/2022	75.00
75963	CONCEN01	Concentra Health Services, Inc.	01/13/2022	250.00
75964	ESPINO10	Iris Espino	01/13/2022	815.36
75965	FRONT01	Frontier Communications	01/13/2022	279.82
75966	HANDO01	Teresa Handojo	01/13/2022	7.50
75967	HOMEDE	Home Depot Credit Services	01/13/2022	1,101.54
75968	LACOPO	LACPCA	01/13/2022	300.00
75969	LOPE10	Kesshia Lopez	01/13/2022	300.00
75970	MAGA01	Juan Magana	01/13/2022	170.50
75971	PITNEY06	Pitney Bowes, Inc	01/13/2022	181.91
75972	ACCOUN	Robert Half	01/13/2022	3,136.88
75973	SCE02	Southern California Edison	01/13/2022	22,221.86
75974	VALLEY01	Valley County Water District	01/13/2022	6,013.75
75975	verizonw	Verizon Wireless	01/13/2022	2,997.35
75976	ALLCI01	All City Management Services, Inc	01/26/2022	1,196.69
75977	ALLSTATE	All State Police Equipment Co.	01/26/2022	689.93
75978	ALLISO01	Allison Mechanical, Inc	01/26/2022	6,451.58
75979	ARAM01	Aramark Uniform & Career Apparel Group	01/26/2022	169.69
75980	AZUSAP01	Azusa Plumbing Supply	01/26/2022	389.79
75981	BAKER01	Baker & Taylor Books	01/26/2022	215.76
75982	BARNEY	Barney's Locksmith Service	01/26/2022	455.81
75983	BEARFR	Bear Frame & Wheel #3	01/26/2022	1,326.51
75984	BILLST	Bill's Truck Repair, Inc.	01/26/2022	159.00
75985	CARQUEST	Carquest	01/26/2022	60.81
75986	CASC01	CASC Engineering & Consulting	01/26/2022	9,147.50
75987	CHART01	Charter Communications	01/26/2022	551.00
75988	CHRISN01	Chris Nelson & Associates, Inc.	01/26/2022	8,130.00
75989	CINTAS	Cintas Corporation #693	01/26/2022	512.56
75990	CITYOF23	City Of West Covina	01/26/2022	7,650.00
75991	CIVIC02	CivicPlus	01/26/2022	2,419.01
75992	DEPTOF02	County of LA Dept of Animal Care & Cont	01/26/2022	2,768.69
75993	LOSANG33	County of Los Angeles	01/26/2022	163.26
75994	CUMMINS	Cummins-Allison Corp	01/26/2022	224.83
75995	DAVIDE	David Evans & Associates Inc	01/26/2022	855.40
75996	BALLOO	Carol Diess	01/26/2022	30.00
75997	DUDEK01	Dudek	01/26/2022	1,690.00
75998	EBSCOS	EBSCO Subscription Services	01/26/2022	1,788.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75999	BATE01	Elior Inc.	01/26/2022	908.00
76000	ERGOG01	ErgoGenesis	01/26/2022	3,167.46
76001	FCG01	FCG Consultants Inc.	01/26/2022	576.23
76002	FEDEX	FedEx	01/26/2022	93.28
76003	GEOLOG	Geologic Associates	01/26/2022	24,450.50
76004	INTER01	Interwest Consulting Group	01/26/2022	2,905.00
76005	IRWIND23	Irwindale Business Center	01/26/2022	414.38
76006	IRWIND21	Irwindale Hand Wash & Auto Detail	01/26/2022	239.88
76007	ITERIS	Iteris, Inc.	01/26/2022	4,780.00
76008	JACO01	Jacob Green and Associates Inc.	01/26/2022	350.00
76009	JCSPLU	JC's Plumbing & Backflow Svc	01/26/2022	180.00
76010	JOEAGO	Joe A. Gonsalves & Son	01/26/2022	2,375.00
76011	JUSTIRE	Just Tires	01/26/2022	984.63
76012	KJSERV01	KJ Services Enviromental Consulting LLC	01/26/2022	425.00
76013	LANCES	Lance, Soll & Lunghard LLP	01/26/2022	13,367.00
76014	LANDSC	Landscape Warehouse III Inc.	01/26/2022	193.91
76015	LAWEO1	Law Enforcement Medical Services, Inc.	01/26/2022	75.00
76016	LEXISN	LexisNexis Risk Solutions	01/26/2022	151.50
76017	LOSANG35	Los Angeles County Police Chief's Associa	01/26/2022	500.00
76018	MAINTE01	Maintex	01/26/2022	1,738.40
76019	CALIBE01	Lawrence E. Marino	01/26/2022	1,567.00
76020	MARIPO	Mariposa Landscapes, Inc.	01/26/2022	8,796.00
76021	MOTOR01	Motorola Solutions, Inc.	01/26/2022	10,400.00
76022	NATION25	National Auto Fleet Group	01/26/2022	38,018.00
76023	OFFICE03	Office Depot	01/26/2022	992.13
76024	ORKINP	Orkin Pest Control	01/26/2022	184.00
76025	PERF03	Performance Elevator Contractors, Inc.	01/26/2022	360.00
76026	PROPRINT	Pro Printing, Inc.	01/26/2022	82.17
76027	PVPCOM	PVP Communications, Inc.	01/26/2022	103.60
76028	PACIFI13	Rene David LTD	01/26/2022	242.27
76029	RIOHON01	Rio Hondo College	01/26/2022	250.00
76030	ROSENO	Rosenow Spevacek Group Inc	01/26/2022	5,173.75
76031	CENTRO01	Safeguard Business Systems, Inc.	01/26/2022	521.42
76032	SCFUELS	SC Fuels	01/26/2022	11,611.19
76033	SEAL01	SealMaster of Southern California	01/26/2022	630.72
76034	SIERRA01	Sierra Chevrolet	01/26/2022	94.13
76035	STERIC01	Stericycle, Inc.	01/26/2022	87.39
76036	SWRCB	SWRCB Fees	01/26/2022	7,067.00
76037	VCA01	The Code Group Inc.	01/26/2022	880.00
76038	THEP01	The Pin Center	01/26/2022	565.00
76039	THOM01	Thomson Reuters- West	01/26/2022	380.36
76040	UNITED11	United Site Services of CA Inc	01/26/2022	614.99
76041	WESTCO05	West Coast Arborists, Inc.	01/26/2022	810.00
76042	HDSUP01	WHITE CAP, L.P.	01/26/2022	63.92

Report Total (91 checks):

257,158.15

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

City of
IRWINDALE
AGENDA REPORT

Date: January 26, 2022

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

From: William K. Tam, City Manager/Executive Director

Issue: Investment Quarterly Report for December 31, 2021

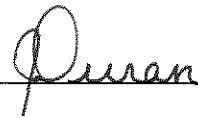
City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for December 31, 2021.

Administrative Action:

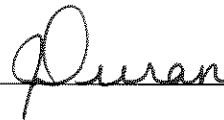
Submitted by:

Jeanette Duran, Interim Finance Director/City
Treasurer
(626) 430-2221



Prepared by:

Jeanette Duran, Interim Finance Director/City
Treasurer



Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel

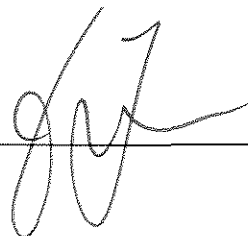
Electronically Approved

Jeanette Duran, Interim Finance Director/City
Treasurer



Approved by:

William K. Tam, City Manager/Executive Director



Background and Analysis:

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

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

The attached Investment Report summarizes the cash balances and investments as of December 31, 2021 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which also earn interest on the pooled cash balances.

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

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until March 9, 2022. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

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

Attachment:

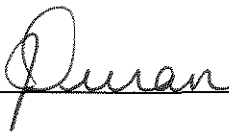
City of Irwindale Investment Report – December 31, 2021

**CITY OF IRWINDALE
INVESTMENT REPORT
December 31, 2021**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
<u>CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 3,360,222	0.36%			\$ 3,360,222	
LOCAL AGENCY INVESTMENT FUND (LAIF)	40,375,981	0.21%			\$ 40,375,981	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.52%	07/28/21	01/28/25	4,922,150	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,892,600	AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,950,440	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,930,450	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,923,150	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,920,600	AAA
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,953,200	AAA
Sub-Total US Government Agencies:	33,000,000				32,492,590	
CERTIFICATES OF DEPOSIT						
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	241,399	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	242,088	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	242,146	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	242,398	
Sub-Total Certificates of Deposit:	960,000				968,030	
Total City of Irwindale Investments (Pooled Funds):	77,696,203				77,196,824	
<u>HOUSING AUTHORITY (Funds 11 & 12)</u>						
BANK OF THE WEST GENERAL ACCOUNT	13,995	0.36%			13,995	
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,938,520	0.21%			7,938,520	
	7,952,516				7,952,516	
<u>SUCCESSOR AGENCY (Funds 50-66)</u>						
BANK OF THE WEST GENERAL ACCOUNT	451,609	0.36%			451,609	
LOCAL AGENCY INVESTMENT FUND (LAIF)	25,560,694	0.21%			25,560,694	
	26,012,303				26,012,303	
GRAND TOTAL OF INVESTMENTS	111,661,022				111,161,642	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 9, 2021. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.23 years, and the weighted average yield of the City's pooled investments at cost is 0.372%. Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by _____



Jeanette Duran, Interim Finance Director/City Treasurer

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

City of
IRWINDALE
AGENDA REPORT

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Award of Contracts for Construction and Construction Management and Inspection for the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; P-1034

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with Hardy & Harper, Inc. in the amount of \$590,000 for the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; (2) approve a 20% project contingency in the amount of \$118,000 to cover any unforeseeable conditions that may arise during construction; (3) authorize the City Manager to enter into an agreement with Z&K Consultants in the amount of \$59,968 for construction management, inspection, labor compliance oversight, and geotechnical testing services; (4) approve a 20% project contingency for construction management in the amount of \$11,994 to cover any unforeseeable conditions that may arise during construction; (5) adopt Resolution No. 2022-06-3255 approving the transfer of \$148,218.66 from the 2020-2021 Resurfacing Project to the 2021-2022 Resurfacing Program budget.

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering/ Building Official

Electronically approved by

Director of Engineering/Building Official

Prepared by:

Daniel Co, Assistant City Engineer
(626) 430-2296

Electronically approved by

Assistant City Engineer

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically approved by

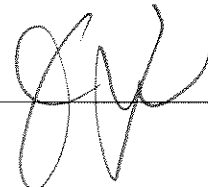
City Attorney

Jeanette Duran,
Interim Finance Director / City Treasurer

Approved by:

William Tam, City Manager





Background and Analysis:

The City's resurfacing program provides required maintenance to our street system, which extends the life of City streets and minimizes costly repairs, such as reconstruction. The 2021-2022 Resurfacing Program is identified in our Capital Improvement Program, and includes Ayon Avenue, Calle Del Norte, Pat Miranda Lane, Calle De Paseo, Allen Drive, Progress Lane, Central Street and Peppertree Lane with an option to add Live Oak Avenue, from Graham Access Road to Rivergrade Road, and restriping of Arrow Highway from Avenida Barbosa to the 605 freeway.

The plans and specifications for this project were approved by the City Council on December 8, 2021. The project was advertised on December 13, 2021 and December 20, 2021 in the San Gabriel Valley Tribune Newspaper and in 4 online publications.

On January 4, 2022, the City received four (4) bids with the following results:

	Contractor	Base Bid	Alternate Bid 1	Alternate Bid 2	Total Bid
1	Hardy and Harper, Inc.	\$484,000.00	\$97,000.00	\$9,000.00	\$590,000.00
2	All American Asphalt	\$465,408.00	\$128,765.00	\$34,286.00	\$628,459.00
3	Excel Paving	\$531,122.50	\$115,652.50	\$15,198.50	\$661,973.50
4	Sully-Miller Contracting Co.	\$515,592.00	\$144,446.00	\$17,962.00	\$678,000.00

Staff reviewed the bid proposals and found Hardy and Harper, Inc. to be the lowest responsible bidder and recommends the contract be awarded to them for this project.

On December 23, 2021, staff issued a Request for Proposal (RFP) to various engineering and construction management firms soliciting proposals for professional construction management, inspection, labor compliance oversight, and construction material testing services for the construction of this project.

The following is a summary of responses to the City's RFP for construction management and inspection services:

<u>Firm</u>	<u>Fee</u>	<u>Ranking</u>
Z&K Consultants	\$ 59,968.00	1
Transtech Engineers	\$ 82,330.00	2
FCG Consultants	\$101,334.05	3
Dudek	\$105,240.00	4

Staff evaluated each proposal received and applicants were ranked based on technical competency, project understanding, relevant experience, availability, schedule, project history, and general professionalism.

Z&K Consultants was determined to be the most qualified firm for the project and staff is recommending that the construction management, inspection, labor compliance oversight, and materials testing services contract be awarded to them.

Fiscal Impact:

Funding for this Project is budgeted in the FY 2021/2022 CIP Budget as the Residential Resurfacing Project Phase 1 in the amount of \$600,000. Funding is also available from Oltman Construction's fair share deposit of \$137,272.10 in account number 48-00-000-25100-0000. If approved, Resolution 2022-06-3255, authorizing the balance transfer from the 2020-2021 Resurfacing Project of \$148,218.66, in conjunction with the previously mentioned sources, will provide sufficient funding for the construction, construction management, and project related expenses for the 2021-2022 Resurfacing Program. This Project is funded by the Mining Impact Fund, Gas Tax, Prop C, TDA, Measure R, and Measure M funds, and accounted for in the Capital Projects Fund 48 (Account Number 48-80-800-45300-8346).

Attachments:

- Contract Agreement for Construction
- Contract Service Agreement for Construction Management, Inspection, Labor Compliance Oversight & Geotechnical Testing Services
- Resolution 2022-06-3255

RESOLUTION NO. 2022-06-3255

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE TRANSFER OF \$148,218.66 FROM THE 2020-2021
RESURFACING PROJECT TO THE 2021-2022 RESURFACING PROGRAM**

WHEREAS, in September 2021, the Irwindale City Council accepted the improvements and maintenance responsibilities for the constructed improvements of the 2020-2021 Resurfacing Project; and

WHEREAS, portions of the 2020-2021 Resurfacing Project did not require as extensive work as was anticipated thereby leaving a budget balance of \$148,218.66; and

WHEREAS, the 2021-2022 Resurfacing Program budget of \$600,000 was approved as part of the FY2021-2022 budget; and

WHEREAS, the costs for construction, construction management, and related expenses for the 2021-2022 Resurfacing Program total approximately \$780,000, exceeding the budgeted amount; and

WHEREAS, a transfer of the \$148,218.66 balance from the 2020-2021 Resurfacing Project to the 2021-2022 Resurfacing Program is requested to cover the costs of construction, construction management, and related expenses for the 2021-2022 Resurfacing Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council hereby approve the transfer of \$148,218.66 from the 2020-2021 Resurfacing Project to the 2021-2022 Resurfacing Program budget.

SECTION 2. That the Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 26th day of January 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-06-3255 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of January 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (**hereinafter "City"**), and Hardy & Harper, Inc., 32 Rancho Circle, Lake Forest, CA 92630 (**hereinafter "Contractor"**).

WHEREAS, City desires to reconstruct/resurface the pavement on Ayon Avenue, Calle Del Norte, Pat Miranda Lane, Calle De Paseo, Allen Drive, Progress Lane, Central Street and Peppertree Lane in the City of Irwindale (**"hereinafter Project"**).

WHEREAS, City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined herein.

WHEREAS, Contractor, following submission of a proposal or bid for the performance of the services defined herein was selected by the City to perform those services.

WHEREAS, pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

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

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

That the Contract consists of this Agreement, the Notice to Bidders, the Accepted Proposal, Incorporation Statement, List of Subcontractors, Licensed Contractor's Declaration, Bid Form, Bid Security Form, Bid Bond, Bid Sheet/Non-Collusion Affidavit, Labor and Material Bond, Performance Bonds, Warranty Bond, the Specifications, and Special Provisions, the Construction Drawings, the Standard Drawings and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the City as set forth in said Contract Documents, the Contractor agrees with the City to do the work and furnish the materials in accordance with said Contract Documents, which work is generally referred to as

**2021-2022 RESURFACING PROGRAM, IN THE CITY OF IRWINDALE:
RESIDENTIAL RESURFACING PHASE I – AYON AVENUE, CALLE DEL NORTE, PAT
MIRANDA LANE, CALLE DE PASEO, ALLEN DRIVE, PROGRESS LANE, CENTRAL
STREET AND PEPPERTREE LANE; P-1034**

and to furnish at its cost and expense all tools, equipment, services, labor and materials necessary therefore, and to pay all applicable taxes, and to do everything required herein and by said Contract Documents.

ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said City under them; the City will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

The City hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the City which notice shall be given by the Engineer of said City within five (5) days from the date of signing this Contract by the City and the Contractor shall complete work within the time limit stated in the Notice to Bidders.

IN WITNESS WHEREOF, City and Contractor have caused this Contract to be executed this 26th day of January, 2022, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: _____
William K. Tam, City Manager

ATTEST:

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

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: _____
Adrian Guerra, City Attorney

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630

By: _____
Michael Murray, Vice President

City of Irwindale
California

PROPOSAL

2021-2022 RESURFACING PROJECT, IN THE CITY OF IRWINDALE:
RESIDENTIAL RESURFACING PHASE I – AYON AVENUE, CALLE DEL NORTE, PAT
MIRANDA LANE, CALLE DE PASEO, ALLEN DRIVE, PROGRESS LANE, CENTRAL
STREET AND PEPPERTREE LANE.

P-1034

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at 40 working days starting from the day after the issuance of the Notice to Proceed.

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

**2021-2022 RESURFACING PROJECT, IN THE CITY OF IRWINDALE:
RESIDENTIAL RESURFACING PHASE I – AYON AVENUE, CALLE DEL NORTE, PAT
MIRANDA LANE, CALLE DE PASEO, ALLEN DRIVE, PROGRESS LANE, CENTRAL
STREET AND PEPPERTREE LANE.
P-1034**

BID SCHEDULE:

**RESIDENTIAL RESURFACING PHASE I – AYON AVENUE, CALLE DEL
NORTE, PAT MIRANDA LANE, CALLE DE PASEO, ALLEN DRIVE,
PROGRESS LANE, CENTRAL STREET AND PEPPERTREE LANE:**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	45,003.50	45,003.50
2	TRAFFIC CONTROL	1	LS	25,000.00	25,000.00
3	CLEARING AND GRUBBING	1	LS	1,000.00	1,000.00
4	STORMWATER POLLUTION PREVENTION BMP'S	1	LS	5,000.00	5,000.00
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	10,000.00	10,000.00
6	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, 2" MIN. DEPTH	120,000	SF	0.20	24,000.00
7	CONSTRUCT 2" AC OVERLAY	1430	TONS	76.00	108,680.00
8	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, 1.5" MIN. DEPTH	175,000	SF	0.15	26,250.00

9	CONSTRUCT 1.5" AC OVERLAY	1560	TONS	76.00	118,560.00
10	ADJUST ALL MANHOLES AND UTILITY COVERS TO GRADE	1	LS	20,000.00	20,000.00
11	REMOVE EXISTING AND CONSTRUCT NEW 4" THICK P.C.C. SIDEWALK	150	SF	20.00	3,000.00
12	REMOVE EXISTING AND CONSTRUCT NEW CONCRETE CURB AND GUTTER PER SPPWC STD PLAN NO. 120 -3; A2-6(150)	120	LF	125.00	15,000.00
13	INSTALL CALTRANS TYPE E LOOP DETECTORS	2	EA	400.00	800.00
14	INSTALL CALTRANS TYPE D BICYCLE LOOP DETECTORS	4	EA	400.00	1,600.00
15	INSTALL SPECIALTY LOOP DETECTOR PER PLAN	2	EA	600.00	1,200.00
16	REMOVE AND RECONSTRUCT SPEED HUMP PER PLAN DETAIL	13	EA	3,000.00	39,000.00
17	REMOVE AND RECONSTRUCT RAISED PEDESTRIAN CROSSING IN KIND	1	EA	7,000.00	7,000.00
18	REMOVE AND REPLACE GUARDRAIL AND INSTALL 2 END OF ROADWAY MARKERS ON POLES.	1	LS	7,000.00	7,000.00
19	INSTALL 6" SOLID DOUBLE YELLOW LINE, A20A DETAIL 21	1050	LF	1.30	1,365.00
20	INSTALL 6" SOLID DOUBLE YELLOW LINE W/ PAVEMENT MARKERS, A20A DETAIL 22	1400	LF	1.55	2,170.00
21	INSTALL 8" SOLID WHITE LANE LINE, A20D DETAIL 38A	90	LF	1.55	139.50
22	INSTALL 12" SOLID WHITE LINE, A24E	450	LF	2.60	1,170.00
23	INSTALL RAISED CROSSWALK MARKINGS PER PLAN	1	LS	500.00	500.00
24	INSTALL 6" YELLOW CENTER LINE, A20A DETAIL 5	1540	LF	0.80	1,232.00
25	INSTALL 6" SOLID YELLOW LINE, A20A	300	LF	1.30	390.00

26	INSTALL TYPE IV ARROW (L) OR (R), A24A	4	EA	125.00	500.00
27	INSTALL TYPE VII (L) ARROW, A24A	2	EA	150.00	300.00
28	INSTALL "BUMP" PAVEMENT MARKING, A24D	24	EA	125.00	3,000.00
29	INSTALL SPEED HUMP PAVEMENT MARKINGS PER PLAN	24	EA	215.00	5,160.00
30	INSTALL SPEED LIMIT "25" PAVEMENT MARKING, A24C	12	EA	65.00	780.00
31	INSTALL "STOP" PAVEMENT MARKING, A24D	18	EA	125.00	2,250.00
32	INSTALL "AHEAD" PAVEMENT MARKING, A24D	4	EA	175.00	700.00
33	INSTALL "PED XING" PAVEMENT MARKING, A24D	2	EA	225.00	450.00
34	INSTALL BLUE RAISED PAVEMENT MARKERS, PER CA MUTCD 3B-102	20	EA	30.00	600.00
35	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	4	EA	1,300.00	5,200.00

TOTAL BASE BID FOR RESIDENTIAL RESURFACING PHASE I: \$ 484,000.00

Four Hundred Eighty-Four Thousand Dollars
(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

ALTERNATE BID NO. 1: RESURFACING AND RESTRIPIING OF ARROW HIGHWAY FROM GRAHAM ACCESS ROAD TO RIVERGRADE ROAD

ARROW HWY:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	521.00	521.00
2	TRAFFIC CONTROL	1	LS	500.00	500.00
3	CLEARING AND GRUBBING	1	LS	100.00	100.00
4	STORMWATER POLLUTION PREVENTION BMP'S	1	LS	100.00	100.00
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	100.00	100.00
6	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, 2" MIN. DEPTH	74,000	S.F.	0.20	14,800.00
7	CONSTRUCT 2" AC OVERLAY	880	TONS	76.00	66,880.00
8	INSTALL CALTRANS TYPE E LOOP DETECTORS	9	EA	400.00	3,600.00
9	INSTALL CALTRANS TYPE D BICYCLE LOOP DETECTORS	3	EA	400.00	1,200.00
10	REMOVE EXISTING PAVEMENT MARKINGS AND STRIPING ON CONCRETE	1	LS	500.00	500.00
11	INSTALL 6" DASHED WHITE LANE LINE W/ TYPE G PAVEMENT MARKERS, A20A DETAIL 9	2850	LF	1.10	3,135.00
12	INSTALL RAISED MEDIAN ISLAND EDGE LINE, A20B DETAIL NO. 26	2800	LF	0.55	1,540.00
13	INSTALL 8" SOLID WHITE LANE LINE, A20D DETAIL 38	700	LF	1.55	1,085.00
14	INSTALL 12" SOLID WHITE LINE, A24E	340	LF	2.60	884.00

15	INSTALL 6" SOLID DOUBLE YELLOW MEDIAN ISLAND LINE W/ PAVEMENT MARKERS, A20B DETAIL 29	50	LF	2.60	130.00
16	INSTALL 6" SOLID WHITE LINE W/ TYPE G PAVEMENT MARKERS, A20A	250	LF	1.30	325.00
17	INSTALL TYPE IV ARROW (L) OR (R), A24A	9	EA	125.00	1,125.00
18	INSTALL "ONLY" PAVEMENT MARKING, A24D	3	EA	125.00	375.00
19	INSTALL BLUE RAISED PAVEMENT MARKERS, PER CA MUTCD 3B-102	2	EA	50.00	100.00

TOTAL ALTERNATE BID NO. 1 FOR ARROW HIGHWAY: \$ 97,000.00

Ninety Seven Thousand Dollars
(TOTAL ALTERNATE BID NO. 1 AMOUNT WRITTEN IN WORDS)

ALTERNATE BID NO. 2: RESTRIPING OF ARROW HIGHWAY FROM AVENIDA BARBOSA
TO 605 FREEWAY

ARROW HWY:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	829.75	829.75
2	TRAFFIC CONTROL	1	LS	500.00	500.00
3	CLEARING AND GRUBBING	1	LS	~~1,000.00~~ 100.00	~~1,000.00~~ 100.00
4	STORMWATER POLLUTION PREVENTION BMP'S	1	LS	~~5,000.00~~ 100.00	~~5,000.00~~ 100.00
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	~~10,000.00~~ 100.00	~~10,000.00~~ 100.00
6	REMOVE EXISTING PAVEMENT MARKINGS AND STRIPING ON CONCRETE AND ASPHALT	1	LS	~~4.20~~ 2,500.00	~~24,000.00~~ 2,500.00
7	INSTALL 6" SOLID WHITE LINE W/ TYPE G PAVEMENT MARKERS, A20A	100	LF	1.30	130.00
8	INSTALL 6" DASHED WHITE LANE LINE W/ TYPE G PAVEMENT MARKERS, A20A DETAIL 9	1,850	LF	0.80	1480.00
9	INSTALL 6" SOLID YELLOW MEDIAN ISLAND LINES, A20B DETAIL 28	275	LF	2.60	715.00
10	INSTALL 8" SOLID WHITE LANE LINE W/ PAVEMENT MARKERS, A20D DETAIL 38	290	LF	1.30	377.00
11	INSTALL 6" DASHED WHITE LANE LINE EXTENSION, A20D DETAIL 40	125	LF	1.25	156.25
12	INSTALL 6" DASHED WHITE LANE DROP LINE W/ PAVEMENT MARKERS, A20C DETAIL 37B	290	LF	1.60	464.00
13	INSTALL 12" SOLID YELLOW DIAGONAL LINE @ 22' O.C., A24E	230	LF	2.60	598.00
14	INSTALL TYPE IV ARROW (L) OR (R), A24A	2	EA	122.00	250.00

15	INSTALL TYPE I 10' ARROW, A24A	2	EA	123.00	125.00
16	INSTALL TYPE VI ARROW, A24A	2	EA	225.00	450.00

TOTAL ALTERNATE BID NO. 2 FOR ARROW HIGHWAY: \$ 9,000.00

Nine Thousand Dollars
(TOTAL ALTERNATE BID AMOUNT WRITTEN IN WORDS)

AWARD OF CONTRACT WILL BE TO THE LOWEST RESPONSIBLE BIDDER FOR ANY COMBINATION OF BASE BID AND ALTERNATE BIDS [(BASE BID), (BASE + ALTERNATE NO. 1), (BASE BID + ALTERNATE BID NO. 2) OR (BASE BID + ALTERNATE BID NO. 1 + ALTERNATE BID NO. 2)]. THE CITY MAY AWARD THE CONTRACT FOR ALL OR PORTION OF THE BASE BID AND ALTERNATE BIDS NO. 1 AND/OR 2.

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

Accompanying this bid is \$ BID BOND ("cash," "cashier's check," or "bidder's bond"-- underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM HARDY & HARPER, INC.

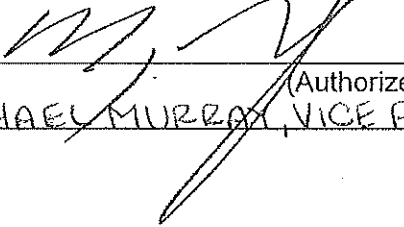
ADDRESS 32 RANCHO CIRCLE

LAKE FOREST, CA 92630

TELEPHONE (714) 444-1851 FAX (714) 444-2801

STATE LICENSE NO. 215952 EXPIRATION DATE 12/31/2023

FEDERAL TAX IDENTIFICATION NUMBER 95-2251072

SIGNATURE OF BIDDER(S)  _____

(Authorized Signature)

PRINT NAME OF BIDDER(S) MICHAEL MURRAY, VICE PRESIDENT

DATE DECEMBER 27, 2021

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

*Arsanious Hanna, P.E.
Director of Engineering*

REFERENCES:

1. \$544,311.93 STREET RESURFACING MAY 2021
 Contract Amount Type of Work Date Completed
CITY OF IRWINDALE
5050 N. IRWINDALE AVE, IRWINDALE, CA 91706
 Name and Address of Owner

LUIS PIMENTEL (626) 430-2259
 Name and Telephone Number of Person Familiar with Project.

2. \$2,695,493.64 AC PAVING MAY 2021
 Contract Amount Type of Work Date Completed
CITY OF COLTON
650 N. LA CADENA DRIVE, COLTON, CA 92324
 Name and Address of Owner

JESS SOTTO (909) 370-5551
 Name and Telephone Number of Person Familiar with Project.

3. \$1,253,099.98 STREET IMPROVEMENTS APRIL 2021
 Contract Amount Type of Work Date Completed
CITY OF BURBANK
301 E. OLIVE AVE, BURBANK, CA 91502
 Name and Address of Owner

ADAM SALEHI (818) 238-3946
 Name and Telephone Number of Person Familiar with Project.

4. \$427,863.00 STREET REHABILITATION MARCH 2021
 Contract Amount Type of Work Date Completed
CITY OF JURUPA VALLEY
8930 UMONITE AVENUE, JURUPA VALLEY, CA 92509
 Name and Address of Owner

DESIREE FLORES (951) 332-6464
 Name and Telephone Number of Person Familiar with Project.

2017-2021 PAST PROJECT REFERENCES

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
Los Angeles County Public Works 900 S. Fremont Street Alhambra, CA 91803	Juliet Mendez (661) 947-7173 jmendez@dpw.lacounty.gov	Elizabeth Lake Road Contract Amount: \$754,127.08 Completion Date: July 2021
City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Tonya Bigney (949) 361-6119 bigneyt@san-clemente.org	Major Street Maintenance - FY 2021 Contract Amount: \$470,429.01 Completion Date: June 2021
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706	Luis Pimentel (626) 430-2259 lpimentel@irwindaleca.gov	2020-2021 Resurfacing Project Contract Amount: \$544,311.93 Completion Date: May 2021
City of Brea 1 Civic Center Circle Brea, CA 92821	Steve Kooyman (530) 318-1066 skooyman@interwestgrp.com	Imperial Highway / Berry St. Intersection Improvements Contract Amount: \$579,648.80 Completion Date: May 2021
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Solto (909) 370-5551 jsolto@coltonca.gov	FY 20-21 Asphalt Paving Project Contract Amount: \$2,695,493.64 Completion Date: May 2021
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Adam Salehi (818) 238-3946	2020 Street Improvement Project Contract Amount: \$1,253,099.98 Completion Date: April 2021
Riverside County Trans. Dept. 3525 14th Street Riverside, CA 92501	Herbert D. Lima (951) 955-6779 hlina@rivco.org	Camino Aventura Resurfacing Project Contract Amount: \$266,209.90 Completion Date: April 2021
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2020-2021 Pavement Rehabilitation Contract Amount: \$427,863.00 Completion Date: March 2021
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutier@downeyca.org	3rd Street Pavement Rehabilitation Project Contract Amount: \$338,159.19 Completion Date: March 2021
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance Services Contract Amount: \$2,424,216.00 Completion Date: April 2019
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Edwin Norris (562) 904-7110 enorris@downeyca.org	CIP No. 18-02 Residential Street Rehab. Project Contract Amount: \$1,808,000.00 Completion Date: March 2019
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Marwan N. Youssef (714) 548-3460 vejohnson@westminster-ca.gov	Citywide Residential Street Improvements Contract Amount: \$1,452,000.00 Completion Date: February 2019
City of San Jacinto 595 S. San Jacinto Avenue San Jacinto, CA 92583	Kristy (951) 654-3592 kristy@trilakeconsultants.com	2018 Downtown Pavement Rehabilitation Contract Amount: \$1,818,000.00 Completion Date: January 2019
City of Cypress 5275 Orange Avenue Cypress, CA 90630	Public Works (714) 229-6740	Community Center Parking Lot Seal Coat Project 223 Contract Amount: \$75,827.00 Completion Date: December 2018
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflanaster.org	2018 Sidewalk, Curb & Gutter Repairs Contract Amount: \$1,976,000.00 Completion Date: December 2018
City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	Jason Williams (909) 839-7050 jwilliams@diamondbarca.gov	Residential & Collector Road Rehabilitation Project Contract Amount: \$1,551,000.00 Completion Date: December 2018

2017-2021 PAST PROJECT REFERENCES

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Tustin 300 Centennial Way Tustin, CA 92780	Mario Medina (949) 394-8955 mmedina@tustinea.org	FY 2017-18 Roadway Rehab. & Sidewalk Repair Contract Amount: \$1,575,125.00 Completion Date: October 2018
City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708	Fatana Temory (714) 593-4433 fatana.temory@fountainvalley.org	Resurface & Rehab. of Euclid St from Slater to Warner Contract Amount: \$1,077,000.00 Completion Date: September 2018
City of Pomona 505 South Garey Avenue Pomona, CA 91766	Public Works (909) 620-2261 pwengineering@ci.pomona.ca.us	Major Street Improvements Contract Amount: \$3,839,000.00 Completion Date: August 2018
City of Rancho Palos Verdes 30940 Hawthorn Blvd Rancho Palos Verdes, CA 90275	Ron Drago (310) 544-5252 gkwolek@lch.ca.gov	Residential Street Rehabilitation Project Contract Amount: \$2,227,000.00 Completion Date: May 2018
City of Covina 125 E. College Street Covina, CA 91723	Chris Marcarello (626) 384-5490 pw@covina.ca.gov	Grand Ave. Street Rehabilitation No. STPL-5118(020) Contract Amount: \$3,030,000.00 Completion Date: May 2018
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflanaster.org	2017 Pavement Management Program 17-003 Contract Amount: \$2,727,000.00 Completion Date: April 2018
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629	Matthew Sinacori (949) 248-3500 msinacori@danapoint.org	Arterial Roadway Resurface & Pavement Preservation Contract Amount: \$3,993,000.00 Completion Date: January 2018
City of Inglewood 1 Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 hhunter@cityofinglewood.org	Streets and Alleys Rehabilitation Project Contract Amount: \$2,639,330.06 Completion Date: November 2017
City of Ontario 303 East B Street Ontario, CA 91764	Miguel Sotomayor (909) 395-2108 msotomayor@ontarioca.gov	ATP Cycle I Safe Routes to School Sidewalk Improvements Contract Amount: \$824,850.88 Completion Date: October 2017
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance of Streets 2016 Contract Amount: \$945,932.59 Completion Date: August 2017
City of Irvine 1 Civic Center Plaza Irvine, CA 92623	Brian Brown (949) 724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive No. 17-1160 Contract Amount: \$2,453,343.83 Completion Date: July 2017
City of Highland 27215 Baseline Road Highland, CA 92346	John Egan (909) 890-1255 jegan@erscine.com	West Highland Bikeways Infrastructure & Pavement Imp. Contract Amount: 2,678,788.77 Completion Date: July 2017
City of Laguna Hills 24025 El Toro Road Laguna Hills, CA 92653	Public Works (949) 707-2650	Arterial Pavement Management Project Contract Amount: \$1,375,406.90 Completion Date: June 2017
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Anthony Caraveo (562) 989-7352 acaraveo@cityofsignalhill.org	Willow Street Improvement Project Contract Amount: \$922,100.43 Completion Date: June 2017
City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo M. David (909) 477-2740 romeo.david@cityofrc.us	Red Hill Park Pedestrian Trail Renovation Project Contract Amount: \$171,888.70 Completion Date: March 2017
City of Newport Beach 100 Civic Center Drive Newport Beach, CA	Frank Tran (949) 644-3340 fran@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation Contract Amount: \$2,142,045.66 Completion Date: March 2017

DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [\$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.
3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated **DESIGNATION OF SUBCONTRACTORS** form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Contractor's License #	Classification	Estimated \$ Amount	% of Contract
All American Asphalt	207073	1000001051	63000	11.1
Smithson	614518	1000001010	~~7000~~ MM 23000	1.1
Cass Land	LS411	1000001533	~~11000~~ MM 7000	2.1
Cal Stripe	685387	1000001100	~~3600~~ MM 11000	6.1
ACE Fence	996577	1000004092	~~36000~~ 7000 MM	1.1

Non - Collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
To the

THE CITY of IRWINDALE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bid Bond**CONTRACTOR:**

(Name, legal status and address)
Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630

Bid Bond Number: CSBA-19475

SURETY:

(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017

OWNER:

(Name, legal status and address)
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered Plural where applicable.

BOND AMOUNT: Ten Percent (10%) of Amount Bid**PROJECT:** 2021-2022 Resurfacing Project in the City of Irwindale: Residential Resurfacing Phase 1 - Ayon Ave, Calle Del Norte, Pat Miranda Ln, Calle De Paseo, Allen Dr, Progress Ln, Central St and Peppertree Ln, P-1034

Project Number, if any: P-1034

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of December, 2021Hardy & Harper, Inc.

(Principal)

(Witness)

(Title)

MICHAEL MURRAY, V.P.

Fidelity and Deposit Company of Maryland

(Surety)

(Witness) Melissa Ann Vaccaro

(Title) Dwight Reilly, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

On December 29, 2021 before me, Morgan E. Rierson, Notary Public

Date

Here Insert Name and Title of the Officer

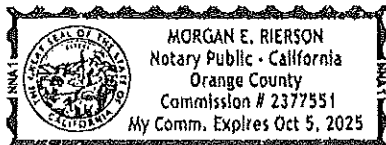
personally appeared Michael Murray

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Morgan E. Rierson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Murray

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Hardy & Harper, Inc.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

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State of California

County of Orange

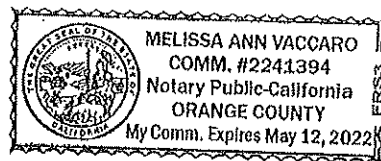
On 12/28/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**MINUTES OF THE SPECIAL MEETING
OF
HARDY & HARPER, INC.**

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 4, 2021, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

Pursuant to the provisions and bylaws, DANIEL MAAS as Chief Financial Officer and KRISTEN PAULINO, as Secretary of the Corporation, presided over the meeting.

The purpose of the meeting was to nominate and elect two Vice-Presidents of the Company.

Present at the meeting were all of the Directors of the Corporation:

DANIEL MAAS

KRISTEN S. PAULINO

TESSA MAAS

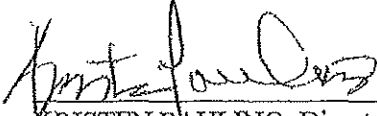
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations Manager for the corporation with authority to sign contracts on behalf of the corporation and authorized to sign checking and bank accounts on behalf of the corporation where the corporation has established bank and checking accounts.

There being no further business it was moved second and carried that the meeting be adjourned.

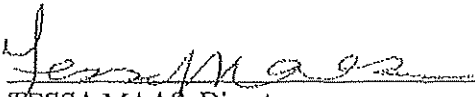
DATED: January 4, 2020 *KP*



DANIEL MAAS, Director/President



KRISTEN PAULINO, Director/Secretary



TESSA MAAS, Director



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2023**

www.cslb.ca.gov





State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

HARDY & HARPER, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000000076

Registration effective date

07/01/21

Registration expiration date

06/30/22

Mailing Address

32 Rancho Circle Lake Forest 92630 CA United Stat...

Physical Address

32 Rancho Circle Lake Forest 92630 CA United Stat...

Email Address

cicamen@hardyandharper.com

Trade Name/DBA

License Number (s)

CSLB:215952

CSLB:215952

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
06/19/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22

Back to DIR>> (<https://www.dir.ca.gov/>)

Legal Entity Information

Corporation Entity Number:

C0443071

Federal Employment Identification Number:

952251022

President Name:

Daniel T Maas ✕

Vice President Name:

MICHAEL MURRAY

Treasurer Name:

Secretary Name:

KRISTEN S PAULINO

CEO Name:

DANIEL T MAAS

Agency for Service:

Agent of Service Name:

DANIEL T MAAS

Agent of Service Mailing Address:

32 Rancho Circle Lake Forest 92630 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:

HARDY & HARPER, INC.

Insurance Carrier:

FEDERAL INSURANCE COMPANY

Policy Number:

54310019

**CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR**

**CONSTRUCTION MANAGEMENT, INSPECTION, LABOR
COMPLIANCE OVERSIGHT & GEOTECHNICAL TESTING SERVICES
FOR**

**2021-2022 RESURFACING PROGRAM:
RESIDENTIAL RESURFACING PROJECT – PHASE I; P-1034**

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 26TH day of January, 2022, by and between the CITY OF IRWINDALE, a California municipal corporation (“City”) and Z&K Consultants Inc., 473 E. Carnegie Drive, Suite 200, San Bernardino, CA 92400, (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifty Nine Thousand Nine Hundred Sixty Eight and 00/100 Dollars (\$59,968) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty percent (20%) of the Contract Sum but not exceeding a total contract amount of Eleven Thousand Nine Hundred Ninety Four and 00/100 Dollars (\$11,994) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

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

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

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

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

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

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

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

5.3 Indemnification.

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

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of

the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be

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

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

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

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests"

pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

William K. Tam, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONSULTANT:

Z&K Consultants, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 473 E. Carnegie Drive, Suite 200
San Bernardino, CA 92400

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 _____

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐

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

DATE OF DOCUMENT

☐

OTHER _____

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

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

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform engineering, project management, inspection, and geotechnical testing services related to the 2021-2022 Resurfacing Project, which is identified in the City’s Capital Improvement Program, including, but not limited to, the following (herein after referred to collectively as “Services”):**
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Construction/Project Management and Inspection:**
 - 1. Manage the construction of this CIP project to ensure compliance with the Plans, Specifications, and other requirements, such as but not limited to the Contracts, Traffic Control, Cal-OSHA Standards, Outside Agency Permits, Standard Plans, and other projects requirements
 - 2. Prepare for Agency review and signature correspondence with: contractor, designer, and regulatory agencies.
 - 3. Attend pre-construction and progress meetings and prepare agendas and minutes.
 - 4. Coordinate agency sub-consultants and utilities.
 - 5. Coordinate with agency and contractor a Public Outreach Program whereby residents, business owners, and other parties are informed of lane closures and general progress of the project.
 - 6. Prepare monthly costs progress reports and contract change orders for agency review and approval.
 - 7. Review contractor’s weekly payroll for compliance with prevailing wages. Review contractor’s progress payment requests and recommend approval.
 - 8. Review and approve storm water pollution prevention BMPs, as well as other pollution control requirements.
 - 9. Provide a Full-Time Public Works Inspector for this CIP project.

10. Prepare daily diaries (log), fill out Incident (accident) Reports, and take before, during and after pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the City on the next business day for review and filing.
11. Provide digital images of this CIP project to the City of Irwindale in “jpg” format.
12. Ensure that “as-constructed” plans are completed and submitted to agency for final review.
13. Prepare “punch-list” of unfinished work and ensure that it is completed before “Notice of Completion” is issued.

B. Labor Compliance Oversight:

1. Meet with city staff prior to beginning of work to discuss background, scope objectives and other pertinent details of the projects. The consultant shall attend periodic meetings with City staff at various stages of the projects as needed.
2. Verify all the requirements in accordance with Contract Documents.
3. Perform interviews at the job site to determine classification and wages of employees.
4. Collect and review reports generated from the contractor’s payroll office.

C. Geotechnical Testing:

1. Compaction testing during construction.
2. Observation & testing during asphalt placement.
3. Batch Plant inspection.
4. Observation & testing during concrete placement.
5. Laboratory Testing.
6. Other testing as required by the City Engineer.

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

IV. Consultant will utilize the following personnel to accomplish the Services:

- Construction/Project Manager – Zack Faqih, MSCE, PE, QSD/P, CBO
- Senior Construction Inspector – Thomas Dawson, CBO, ICC
- Alt. Senior Construction Inspector – Omar Sharabi, BSCE
- Office Engineer/Labor Compliance Officer – Brittany Duhn, PE, QSD/QSP
- Senior Vice President/Principal Engineer – Siva K. Sivathanan, PhD, PE, GE, DGE, QSD, F.ASCE
- Project Engineer – Parameswaran Ariram, PE
- Field Technician/Special Inspector – Mario Anthony Rey
- Any other personnel approved by the Director of Engineering.

EXHIBIT “B”

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the Services provided pursuant to the terms of this Agreement, Consultant shall provide the Services at the cost and hourly rate as provided below. City will pay Consultant for completed Services, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum of \$59,968. Expenses not listed below will not be reimbursed by the City, and no hourly fees or mileage will be charged for travel to and from City Hall.

City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant at the hourly billing rates set forth below in the chart upon City's receipt of a written invoice provided by Consultant no more than monthly. Payments for services shall be made within thirty (45) days of receipt of Consultant's invoice

Z&K Consultants, Inc Hourly Rates:

- Construction/Project Manager \$157.00
- Senior Construction Inspector \$133.00
- Office Engineer/Labor Compliance..... \$128.00

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

Unless earlier terminated in accordance with this Agreement, the Agreement shall continue in full force and effect until completion of the Services, or December 31, 2022, whichever comes first. The term of this agreement can be extended for a twelve-month period with written notice issued by the City Engineer.

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

City of
IRWINDALE
AGENDA REPORT

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Request for Waiver of Permit Fees for Resident Lawrence Cervantes

City Manager's Recommendation:

That the City Council of the City of Irwindale approve Resolution No. 2022-07-3256 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING AN ENCROACHMENT AND INSPECTION FEE WAIVER REQUEST FOR PROPERTY OWNER LAWRENCE CERVANTES."

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



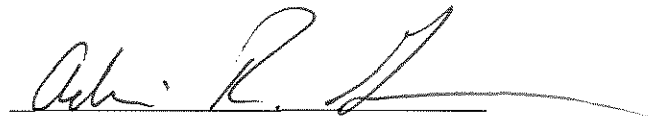
Prepared by:

Berlyn Aguila, Management Analyst

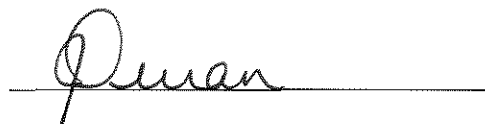


Reviewed by:

Adrian R. Guerra, City Attorney



Jeanette Duran, Interim Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

On June 20, 2005, City Council approved a Fee Adjustment Policy ("Policy") (Attachment "B") to encourage investment in community events, development and improvements to facilities that cater to residents and businesses in the City. The Fee Adjustment Policy also encourages individuals to improve their residential properties and acknowledges that certain incentives may be necessary to accomplish improvements, such as adjustments to applicable permit fees.

The Policy details the criteria eligible for a fee waiver, which are listed in Sections I, II, and III of the Policy. It is at the discretion of City Council to approve the requested fee adjustment or reduction of fees, as deemed appropriate.

Appeal Request:

On December 16, 2021, staff received an application for a fee waiver from Mr. Lawrence Cervantes ("Applicant"), property owner of 16008 Martinez Street, Irwindale, California 91706 ("Property") (Attachment "C"). The Applicant is requesting a fee waiver in the amount of \$500: 1) \$400 encroachment permit fee, and 2) \$100 inspection fee to repair a driveway approach.

In November 2021, the Applicant repaired an approximately 3-foot, pre-existing crack on their driveway approach in an effort to prevent accidents on the public sidewalk. The Applicant performed the work without obtaining an encroachment permit or a building inspector inspection. Subsequently, the building division informed the Applicant that an encroachment permit was required for the work performed, and upon inspection of the improvement, the building inspector determined that the improvement does not comply with the accessibility guidelines. The Applicant is now required to repair the improvement to comply with the accessibility guidelines and is requesting a fee waiver for the encroachment permit and inspection fee. The Applicant has agreed to make the additional repairs necessary at his own expense.

This request meets the criteria for the reason as follows:

1. Section I.H. - The adjustment is available for any other fee the City may deem necessary to achieve the stated goals of this Policy.
2. Section II.1.b. - The Applicant owns the Property and the Property is located in the City.
3. Section II.2.a.iii – The repair to the cracked sidewalk improves the condition of the Property.

The City Manager has reviewed the request and finds that it meets the stated criteria of the Policy. Staff recommends the City Council find that all Policy requirements have been met and the Applicant's fee waiver of \$500 or a reduction of fees will be granted and processed.

Fiscal Impact:

If approved, this fee adjustment will result in a loss of \$500.00 to the General Fund.

Attachment(s):

- A. Resolution No. 2022-07-3256
- B. Fee Adjustment Policy approved June 20, 2005
- C. Application for Fee Adjustment dated December 16, 2021

Attachment “A”

RESOLUTION 2022-07-3256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING AN ENCROACHMENT AND INSPECTION FEE WAIVER REQUESTED FROM PROPERTY OWNER LAWRENCE CERVANTES

WHEREAS, on June 20, 2005, the City Council of City of Irwindale approved a Fee Adjustment Policy (Policy). The Policy encourages individuals to improve their properties and be provided financial relief for some of the costs required by the City; and

WHEREAS, on December 16, 2021, an application for a fee adjustment was received from Mr. Lawrence Cervantes (Applicant), property owner of 16008 Martinez Street, Irwindale, CA (Property); and

WHEREAS, in November 2021 the Applicant made repairs to the Property’s driveway approach without an encroachment permit or building inspection. The building inspector has determined that the work performed does not comply with the accessibility guidelines; and

WHEREAS, the Applicant is required to repair the driveway approach to meet the accessibility guidelines, obtain an encroachment permit, and have the work inspected by the building inspector; and

WHEREAS, the Applicant’s request meets the criteria established in the Policy; and

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

SECTION 1. The City Council deems that waiving the requested fees mentioned above meets the criteria listed in Sections I, II, and III of the Fee Adjustment Policy.

SECTION 2. The City Council approves the Application for Fee Adjustment by waiving the fee of \$500; and

SECTION 3. That the Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 26th of January, 2022.

Larry G. Burrola, Mayor

ATTEST:

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-07-3256 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of January 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**City of Irwindale
Fee Adjustment Policy**

The City of Irwindale would like to encourage investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City. To achieve this goal, the City is implementing this Fee Adjustment Policy to provide cost reduction for those non-profit organization applicants, which are taking action to improve and develop their properties and/or the community. Additionally, the City would like to encourage individuals to improve their residential properties and acknowledges that certain incentives may be necessary to accomplish certain improvements, such as adjustments to applicable permit fees. This policy is based on the premise that, in exchange for improvements to property, the community and structures within the City, the City may provide relief from some of the costs associated with building improvements, developments and community events occurring in the City.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of encouraging community events, building improvements and development in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council pursuant to the criteria in this Policy:

- A. Building permits
- B. Plan check fees
- C. Conditional use permit
- D. Development permits
- E. Electric permit
- F. Plumbing permit
- G. Grading permit
- H. Any other fee the City may deem necessary to achieve the stated goals of this Policy

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who directly or indirectly invest money in the City, when such waiver or reduction would serve a public purpose. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be:
 - a. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization, or
 - b. Property owners or prospective owners within the City.
2. Fee waivers or reductions may be granted for improvements or developments within City limits that can be shown, through documentary proof, to meet the criteria of subsection 2.a or 2.b below:

- a. Benefit the community. This includes, but is not limited to, circumstances where the applicant:
 - i. Supports civic or community programs for the City's residents, or businesses;
 - ii. Provides financial assistance to the City's residents or businesses; or
 - iii. Improves the condition of property or availability of affordable housing within the City.
- b. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the individual or entity provides needed donations or other assistance to residents and businesses of the City in areas such as:
 - i. health care;
 - ii. counseling services;
 - iii. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
 - iv. affordable housing;
 - v. transportation needs of residents or employees; or
 - vi. nutrition needs of residents.

III. PROCESS FOR CONSIDERATION

An individual or organization wishing to be considered for a fee waiver or adjustment should complete a fee adjustment application and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and processed along with the permit application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

**City of Irwindale
Application for Fee Adjustment**

Property Owner _____

Address _____

Phone _____

Location of property to be improved/developed: _____

Name and description of organization (if applicable):

Improvement or development to the property:

Fee(s) requesting to be waived:

Public purpose served by improvement or development (attach documents that establish the benefit to the community or the promotion of the public health, safety, and welfare, or the public service that will be provided):

Attachment "C"

RECEIVED

DEC 16 2021

CITY OF IRWINDALE
OFFICE OF CITY MANAGER

City of Irwindale Application for Fee Adjustment

Sylvia Aparicio
12/16/2021
3:57pm

Property Owner Lawrence Cervantes
Address 2740 Starline Dr. Irwindale Ca 91706
16008 Martinez St. Irwindale Ca
Phone 626-451-9862

Location of property to be improved/developed: 16008 Martinez St.
Irwindale Ca 91706

Name and description of organization (if applicable):

Improvement or development to the property:

Approach to driveway

Fee(s) requesting to be waived:

\$ 400[←] permit and \$ 100[←] Inspection

Public purpose served by improvement or development (attach documents that establish the benefit to the community or the promotion of the public health, safety, and welfare, or the public service that will be provided):

Repaired driveway approach. Approximately
3 feet cracked high pre-existing crack.
for many years. Very dangerous for pedestrians
or people on bikes to trip and fall on
the cracked sidewalk.

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

City of
IRWINDALE
AGENDA REPORT

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Approve Appropriation of Asset Forfeiture Funds

City Manager's Recommendation:

Adopt Resolution No. 2022-05-3254, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT," reading by title only and waiving further reading thereof, thereby appropriating asset forfeiture funds.

Administrative Action:

Submitted by:

Ty Henshaw, Police Chief
(626) 430-2200

Electronically Approved

Prepared by:

John Fraijo, Police Lieutenant

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

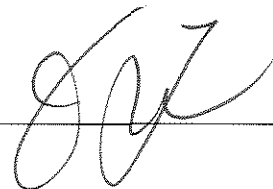
Electronically Approved

Jeanette Duran, Interim Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

The Department of Justice (DOJ) Equitable Sharing Program (Asset Forfeiture) was federally enacted in 1984. The primary purpose of this program is to assist law enforcement in the deterrence of crime by depriving criminals of the profits and proceeds of their criminal activities and to weaken criminal enterprises by removing the instrumentalities of crime. An ancillary purpose of this program is to enhance cooperation among federal, state and local law enforcement agencies through the equitable sharing of federal forfeiture proceeds.

The Irwindale Police Department in cooperation with federal, state, and local agencies, has participated in several investigations over the past four years that have resulted in the seizure of personal property to include automobiles and U.S. currency. Through the Equitable Sharing Program, the police department applied for and received a portion of funds from each related investigation from both federal and state equitable sharing programs. Allocations of funds through these programs are determined by the percentage of time and effort that a participating agency puts toward the case investigation that resulted in seized property.

Federal and state laws dictate permissible and non-permissible purchases that can be made with the received asset forfeiture funds under the asset forfeiture program. Permissible items for purchase with the received funds include law enforcement training in any area that is necessary to perform official law enforcement duties, equipment and operations for investigations and official law enforcement duties, telecommunications equipment, and law enforcement facilities and related items to include government furniture.

Asset forfeiture funds cannot be used for regular salaries of existing police officers, but may be used for the salary of police officers assigned to a specific task force for a specified period of time or under certain other conditions. The permissible appropriation of funds will include:

- Salary and overtime costs associated with asset forfeiture investigations
- Law enforcement training
- Hardware, software, wireless connectivity and other required equipment related to the department's reporting and telecommunications infrastructure
- Radio Communication Systems / In-car camera system / MDC-Mobile Data
- Video surveillance equipment
- Equipment and operations related to investigations
- Executive Conferences - In State/Out of State

Fiscal Impact:

Federal and State Asset Forfeiture funds are received, appropriated, and spent out of Funds 16 and 17, respectively. These funds are separate from the General Fund.

The police department has received \$14,556.55 for fiscal year 2020-2021 and interest from prior years in the amount of \$3,156.90, totaling \$17,713.45 – for federal asset forfeiture which is held in the Federal Treasury Funds (Fund 16).

The police department has also received \$582.06 from prior year's interest for state asset forfeiture which is held in the State Asset Forfeiture (Fund 17).

If approved, the attached resolution allows for an appropriation of \$17,713.45 in federal asset forfeiture revenue and interest, and \$582.06 state asset forfeiture interest funds, for the following expenses :

- \$17,713.45 to Computer Systems 16-35-370-44300-0000
- \$582.06 to Training (state) 17-35-370-41200-0000

Attachment: Resolution No. 2022-05-3254

RESOLUTION NO. 2022-05-3254

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS
FOR USE BY THE POLICE DEPARTMENT**

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

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, the Police Department has received an additional \$17,713.45 in federal asset forfeiture proceeds including interest earned and \$582.06 in state asset forfeiture interest, which are ready for use by the Police Department in accordance with the requirements.

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

SECTION 1. Asset forfeiture funds obtained through the U.S. Department of Justice Equitable Sharing Program in the amount of \$17,713.45, and through the California asset forfeiture interest in the amount of \$582.06, are appropriated for the total amount of \$18,295.51.

SECTION 2. These funds shall be used in accordance with federal and state law for law enforcement training, computer hardware, computer software, mobile video computers, and in-car camera system equipment.

SECTION 3. 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 26th day of January, 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-05-3254 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 26th day of January, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1G

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: A RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL
EMERGENCY REGARDING COVID-19 PANDEMIC

City Manager's Recommendation:

It is recommended that the City Council:

- 1) ADOPT RESOLUTION NO. 2022-08-3257 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44"**

Administrative Action:

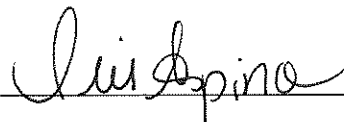
Submitted by:

Theresa Olivares, Assistant City Manager

Electronically approved

Prepared by:

Iris Espino, Assistant to the City Manager

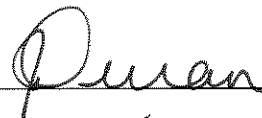


Reviewed by:

Adrian R. Guerra, City Attorney

Electronically approved

Jeanette Duran, Interim Finance Director /
City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

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

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

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

While Los Angeles County's coronavirus metrics had been steadily dropping and the State is has reopened, it is recommended that the City Council extend the local emergency for an additional period of 60 days to continue to make resources available to address the continuing effects of COVID-19 as well as the rise in cases of the Omicron variant.

Fiscal Impact:

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

Attachment: Resolution No. 2022-08-3257

RESOLUTION 2022-08-3257

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

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

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

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

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

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

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

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

SECTION 2. The City Council does hereby extend the City's proclamation of local emergency due to COVID-19, as last ratified by the City Council in Resolution No. 2021-124-3246 on December 8, 2021 for a period of 60 days.

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

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

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

PASSED, APPROVED AND ADOPTED this 26th day of January 2022.

Larry G. Burrola, Mayor

ATTEST:

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-08-3257 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of January, 2022 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: CalRecycle SB 1383 Local Grant Assistance Program Funding

City Manager's Recommendation:

Adopt Resolution No. 2022-09-3259 entitled, "A Resolution of the City Council of the City of Irwindale Authorizing On its Behalf the Submittal of a Grant Application By a Lead Agency For Which the San Gabriel Council of Governments Is Eligible."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director

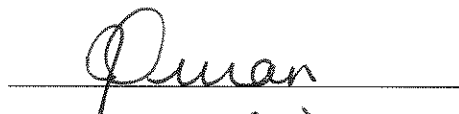


Reviewed by:

Adrian R. Guerra, City Attorney

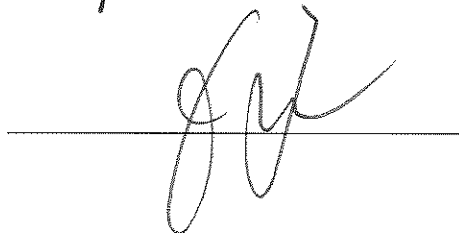
Electronically Approved

Jeanette Duran,
Interim Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

On January 4, 2022, CalRecycle through their SB 1383 Local Assistance Grant Program opened up a non-competitive grant program for local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. This is a one-time funding opportunity with an application due date of Tuesday, February 1, 2022. The guidelines to receive this grant are very stringent and allow for jurisdictions to use these monies for future SB 1383 education and outreach, capacity planning, edible food recovery, collection, procurement requirements, record keeping, enforcement and

inspection and program evaluation/gap analysis. Local jurisdictions are not allowed to use this funding for any programs that are already implemented or in place.

The San Gabriel Valley Council of Government (SGVCOG), at the requests from some cities, is seeking to expand the San Gabriel Valley Regional Food Recovery Program to establish subregional food recovery hubs across the San Gabriel Valley in order to increase the regional's food recovery capacity and infrastructure and provide additional education and outreach activities to Tier 1 and Tier 2 edible food waste generators, food recovery organizations and residents about SB 1383's food recovery regulations from April 1, 2022 to March 30, 2024. During the course of the current SGV Regional Food Recovery Program, staff has learned that many existing food recovery organizations do not have the capacity to bring in more edible food due to the lack of staff, refrigeration, vehicles, equipment and incidentals such as shelves, pallet jacks, electricity, gas, bags and insurance to name a few. Creating these subregional food recovery hubs will assist these food recovery organizations with receiving additional food for distribution and allow for Tier 1 and Tier 2 generators to donate edible food.

Cities must adopt a resolution to provide the SGVCOG the authority to apply for and act on the City's behalf in the implementation and administration of the grant funding. Resolution No. 2022-09-3259 provides the SGVCOG the requisite authority to apply for the grant and execute all SB 1383 Local Assistance Grant Program-related documents, effective for five years from the date of the adoption of the resolution. The resolution is due to the SGVCOG by January 28, 2022.

Irwindale is anticipated to receive an estimated \$20,000 from this grant program. As part of the regional application, SGVCOG is the Regional Lead Participant and will be the grantee responsible for the performance of the grant and all required documentation, including the establishment of subregional food recovery hubs and education and outreach efforts on SB 1383 on behalf of the City of Irwindale and the other San Gabriel Valley Cities who will be participating as a regional partner. City Staff will provide oversight on the funding used and be involved throughout the entire program.

Fiscal Impact:

There is no impact to the General Fund to apply for this grant.

Attachment(s):

1. Resolution No. 2022-09-3259

RESOLUTION NO. 2202-09-3259

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING ON ITS BEHALF THE SUBMITTAL OF A GRANT APPLICATION
BY A LEAD AGENCY FOR WHICH THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS IS ELIGIBLE**

WHEREAS, Public Resources Code sections 48000 et seq. authorize the California Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the SB 1383 Local Assistance Grant Program allows regional grant projects; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, the City Council of the City of Irwindale desires to provide the San Gabriel Valley Council of Governments the authority to apply for and act on the City's behalf for the implementation and administration of the City's share of the regional grant funding.

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

SECTION 1. The City Council of the City of Irwindale authorizes the San Gabriel Valley Council of Governments to submit a SB 1383 Local Assistance Grant Program regional application on behalf of the City of Irwindale as a regional participant.

SECTION 2. The City Council of the City of Irwindale hereby authorizes and empowers the San Gabriel Valley Council of Governments to execute, on behalf of the City of Irwindale, all SB 1383 Local Assistance Grant Program-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project.

SECTION 3. These authorizations shall remain effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 26th day of January 2022.

Larry G. Burrola, Mayor

ATTEST:

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-09-3259 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of January, 2022 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC Item 2A

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Olive Pit Mining and Reclamation Project – Progress Report

City Manager's Recommendation:

That the City Council receive the verbal presentation report provided and file the updated progress report for Olive Pit Mining and Reclamation Project.

Administrative Action:

Submitted by:

Arsanious Hanna
Authority Engineer/Building Official

Electronically approved by
Director of Engineering/Building Official

Prepared by:

Francisco Carrillo
Construction Compliance Manager
Phone: (626) 430-2251



Reviewed by:

Adrian R. Guerra, City Attorney

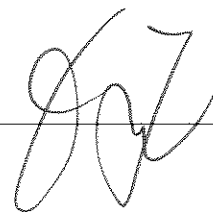
Electronically Approved

Jeanette Duran
Interim Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

As requested by Councilmember/Reclamation Board Member Ortiz at the meeting of December 8, 2021, the following questions/concerns were raised pertaining to the Olive Pit Mining and Reclamation Project.

- 1) Average annual tonnage of production at the Olive Pit
- 2) Allowable average annual tonnage production at the Olive Pit
- 3) Trucks operating at the site having out of state license plates
- 4) Observed air quality/dust control issues
- 5) Status of the two traffic signals.
- 6) Status update of the Olive Pit Mining and Reclamation Project Royalty

Item #1. - Based on the approved Addendum No. 1 to the FEIR¹ the permitted annual production is 1.5 MTY. In addition, the Olive Pit Development Agreement, as amended in 2017, provides: Developer shall extract an average of one million five hundred thousand (1,500,000) tons per year during Phase I but no more than the total amount approved per the certified EIR, or any duly-approved amendment, addendum or supplement thereto, including but not limited to Addendum No. 1.”

Item #2. - It is recommended that the City Council/Reclamation Board authorize City staff to discuss with URP to clarify as to how the average tonnage should be calculated.

Item #3. – Per Public Works Engineering request, Irwindale Police Department (IPD) has provided a speed check unit to enforce the posted speed limit at Azusa Canyon Road. In addition, IPD has communicated with California Highway Patrol (CHP) and CHP has provided a unit to enforce State of California Department of Motor Vehicle (DMV) laws.

Item #4. – Public Works Engineering has requested Southern California Air Quality Management District (SCAQMD) check and verify that the air quality around Olive Pit is within the acceptable/approved SCAQMD thresholds. SCAQMD is processing Irwindale’s request.

Item #5. - Design of the traffic signal plans started in late December 2016/beginning of January 2017. The City received the first submittal of the signal plans October 2017. By December 2018, 100% of the design of the signal at the new access road on Los Angeles Street was completed and submitted for final approval from the City, which remains pending. To date, the signal plans for the signal at Los Angeles Street and Azusa Canyon Road intersection have not been completed. Difficulties in adhering to the Schedule of Performance are related to right of way easement and property acquisition from adjacent businesses in the cities of Irwindale and West Covina. The proximity of the intersection to the Southern California Railroad Authority (SCRRA), Metro-Link railroad tracks, will require improvements to the railroad tracks that are estimated to cost over 2 million dollars.

¹ Olive Pit Addendum No. 1 to the FEIR approved on December 14, 2016.

Item #6. - The table below shows the quantity of aggregate mined from the Olive Pit and the funds the mining has raised for the City. Note that the 1.82 million tons mined in 2021 was in an effort to make up for the shortfalls in production in earlier years.

Production Year	Quantity (Tons)	Every 2 Year Average Quantity (Tons)	6 Year Average Quantity (Tons)	Amount (\$) @ \$1.00/Ton (First 12.5 Million Tons)
2016	105,374	284,130	778,987	\$ 105,374
2017	462,886			\$ 462,886
2018	501,257	805,803		\$ 501,257
2019	1,110,349			\$ 1,110,349
2020	674,732	1,247,029		\$ 674,732
2021	1,819,325			\$ 1,819,325*
Total Amount	4,673,923			\$ 4,673,923

* Reports received from URP for the months of October, November & December of 2021 have been submitted to Engineering, however funds are pending to Finance.

Fiscal Impact:

Please see above table.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 2B

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: ADOPT ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

City Manager's Recommendation:

It is recommended that the City Council:

1) ADOPT RESOLUTION NO. 2022-08-3258 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM," or provide other direction.

Administrative Action:

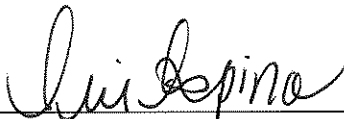
Submitted by:

Theresa Olivares, Assistant City Manager

Electronically approved

Prepared by:

Iris Espino, Assistant to the City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

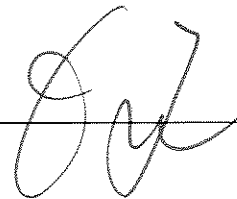
Electronically approved

Jeanette Duran, Interim Finance Director /
City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

With direction from the City Council, the Economic Development Division has identified the following three goals for the City of Irwindale:

1. To establish and promote a business-friendly environment to create and retain good quality jobs.
2. To proactively attract new business industries, jobs and investments.
3. To promote the rehabilitation of developable land to meet the strategic development objectives.

In an effort to satisfy goal #2 above, the Economic Development Division is continuously searching for business partnerships and incentive programs to compete for targeted industry jobs and investments. These partnerships will enable growth and expand the local economy while affording fiscal sustainability for the City, and ensuring ongoing revenues to support the unique municipal services and benefits that our community enjoys.

As such, it is the intent of the City to establish an Economic Development Incentive Program (EDIP) through a clear and transparent policy regarding economic development incentives as a way to encourage and promote economic development activities. The City of Irwindale is committed to providing powerful new resources and incentives for development sites and vacant buildings in an effort to attract new businesses while remaining competitive.

This EDIP Policy ("Policy") is being proposed to capture new additional sales and use tax revenues principally from large manufacturing, sales distribution and business operations that the City would otherwise not realize. These targeted operations have the potential to generate the greatest tax revenue increases for the City. The proposed Policy will allow the City an incentive tool to encourage business participation in the program while also providing for increased transparency in the administration of the program.

Proposed Program

Per the Bradley Burns Uniform Local Sales and Use Tax Law and the Irwindale Municipal Code Chapter 3.12, a sales or use tax of 1% is imposed upon business within the City for transactions occurring within the City's jurisdiction. The City, at its sole discretion, is able to enter into a sale and/or use tax-sharing agreement with a business located within the City for a percentage rebate of the local sale or use that that the City would otherwise not realize from that business. The proposed EDIP provides the City Council with the final decision for each individual agreement and subject to a maximum rebate in accordance to the following schedule:

Minimum Revenue Tax Base of Sales or Use	Maximum Agreement Term	Maximum Rebate Amount
\$100,000,000	10-years	35%
\$100,000,000	15-years	40%
\$100,000,000	20-years	45%

Procedures

1. Application

To be considered for an agreement, an authorized representative of the business shall submit a written application to the City's Economic Development Division in the form of a letter providing information about the business as specified in the Policy.

2. Economic Development Division Review and Preparation of Agreement

City staff will analyze and evaluate the application and any supporting material, such as prior tax returns, to determine whether it would be advantageous to the City to enter into an agreement with the business and will make a recommendation to the City Council for consideration. Staff shall prepare all required public hearing notices, staff reports, resolutions, and the agreement, in a form approved by the City Attorney.

3. City Council Final Decision

The City Council will review the proposed agreement and, in its sole discretion and upon a majority vote, will approve or deny the proposed agreement.

Fiscal Impact:

There is no fiscal impact to the General Fund at this time. Should this Policy be approved, as Economic Development Incentive agreements are brought before the City Council for consideration, the fiscal impact will be identified.

Attachment: Resolution No. 2022-08-3258
Economic Development Incentive Program (Draft)

RESOLUTION 2022-08-3258

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE
PROGRAM**

WHEREAS, the Economic Development Division is continuously searching for business partnerships and incentive programs to compete for targeted industry jobs and investments; and

WHEREAS, it is the intent of the City to establish an Economic Development Incentive Program through a clear and transparent policy regarding economic development incentives as a way to encourage and promote economic development activities; and

WHEREAS, this Economic Development Incentive Program is being proposed to capture new additional sales and use tax revenues principally from large manufacturing, sales distribution and business operations that the City would otherwise not realize through a sales and/or use tax sharing agreement; and

WHEREAS, these targeted operations have the potential to generate the greatest tax revenue increases for the City; and

WHEREAS, the proposed Policy will allow the City an incentive tool to encourage business participation in the program subject to the maximum rebate amount in accordance with the approved schedule while also providing for increased transparency in the administration of the program.

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

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

SECTION 2. The City Council of the City of Irwindale hereby adopts the Economic Development Incentive Program Policy, attached hereto as Exhibit "A".

SECTION 3. The Chief Deputy City Clerk shall certify the adoption of this Resolution, which shall take effect immediately.

PASSED, APPROVED AND ADOPTED this 26th day of January 2022.

Larry G. Burrola, Mayor

ATTEST:

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-08-3258 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of January, 2022 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

City of Irwindale Economic Development Incentive Program

Introduction and Purpose:

It is the intent of the City of Irwindale to establish a clear and transparent policy regarding economic development incentives as a way to encourage and promote economic development and business retention within the City of Irwindale. The purpose of this policy is to provide the City with a method to capture local sales and use tax revenues, subject to the limitations of California Government Code sections 53084 and 53084.5.

This policy is consistent with the City's General Plan, Community Development Element Policy 10: "The City of Irwindale will promote development that will benefit the community as a whole in terms of both jobs and revenue generation."

Policy:

In accordance with the Bradley Burns Uniform Local Sales and Use Tax Law and Irwindale Municipal Code (IMC) Chapter 3.12, a sales or use tax at the rate of 1% is imposed upon businesses within the City for transactions occurring within the City's jurisdiction.

The City may, in its sole discretion, enter into a sales and/or use tax sharing agreement with a business located within the City of Irwindale for a percentage rebate of the local sales or use tax that the City would not otherwise have realized from that business, in accordance with the following rebate schedule:

Minimum Revenue Tax Base of Sales or Use	Maximum Agreement Term	Maximum Rebate Amount (Up To)
\$100,000,000	10-years	35%
\$100,000,000	15-years	40%
\$100,000,000	20-years	45%

Each agreement entered into under this Policy shall follow this schedule and may not increase the percentage rebate allocated before the expiration of the above time-periods unless the City Council, in its sole discretion, finds good cause for doing so.

In order to enter into an agreement in accordance with this Policy, the City must make all of the following findings:

1. The net financial benefit to the public is larger than the financial incentive given which shall represent new resources of general fund revenue to the City.
2. The agreement provides a direct public benefit to the City, including any of the following:

- a. revenues that will be used to provide for municipal services, public improvements, and/or civic or community programs;
 - b. the creation, retention and/or expansion of jobs within the City;
 - c. retention of a local or regional business within the City;
 - d. a capital investment by the business into the City for local economic development;
 - e. whether the business is a regional draw for other local businesses and/or economic development; or
 - e. any other direct public benefit identified in the agreement.
- 3. The business establishes the City of Irwindale as its operative location for point of sale and/or use for purposes of the collection of local sales and use tax revenues directly attributable to the business conducted within the City;
- 4. The business itself is located within the City of Irwindale and will remain located within the City for a minimum of 10 years;
- 5. In the event that the City Council desires to increase the percentage rebate allocated before the expiration of the rebate schedule, good cause exists for doing so; and
- 6. Existing sales tax revenue will not be shared; only net new sales tax revenues resulting from future growth will be shared.

Agreement Administration:

1. Application

To be considered for an agreement, an authorized representative of the business shall submit a written application to the City's Economic Development Department in the form of a letter providing information about the business, including, but not limited to:

- a. a description of the business;
- b. projected annual tax base revenue subject to the Bradley Burns Uniform Local Sales and Use Tax Law and IMC Chapter 3.12 and supporting documentation, including, but not limited to, the previous years' tax returns;
- c. the proposed direct public benefit(s) the business intends to provide the City;
- d. proposed sales tax sharing term requests; and

- e. any other necessary supporting documentation or information upon the City's request.

2. Economic Development Department Review and Preparation of Agreement

City staff will analyze and evaluate the application and any supporting material, such as prior tax returns, to determine whether it would be advantageous to the City to enter into an agreement with the business and will make a recommendation to the City Council for consideration. Staff shall prepare all required public hearing notices, staff reports, resolutions, and the agreement, in a form approved by the City Attorney.

3. City Council Final Decision

The City Council will review the proposed agreement and, in its sole discretion and upon a majority vote, will approve or deny the proposed agreement.

State Reporting Requirements:

All agreements entered into by the City in accordance with this Policy shall, with the help of the business, as necessary, comply with the reporting requirements of Government Code sections 53083, 53083.1, and 53084, as applicable.

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

City of
IRVINDALE
AGENDA REPORT

Date: January 26, 2022
To: Honorable Mayor and Members of the City Council
From: Adrian Guerra, City Attorney
Issue: Consideration of Appointment of Julian A. Miranda as City Manager and Approval of City Manager Employment Agreement

Recommendation:

That the City Council adopt Resolution No. 2022-10-3260, appointing Julian Miranda as City Manager and approving the attached employment agreement; or provide alternative direction to staff regarding the attached employment agreement.

Administrative Action:

Prepared / Submitted by:

Adrian R. Guerra, City Manager

Electronically Approved

Reviewed by:

Jeanette Duran, Interim Finance Director /
City Treasurer

Electronically Approved

Approved by:

William K. Tam, City Manager



Background and Analysis:

The City's current City Manager, William Tam, recently announced that he will be retiring effective February 13, 2022. Accordingly, the City is in need of the services of a new City Manager beginning on February 14, 2022.

The City Council directed the City Manager and City Attorney to negotiate the terms of an employment agreement with Julian A. Miranda for the position of City Manager. Mr. Miranda has over a decade of local government experience, as he served on the City Council for the City of Irwindale from 1992-1997; 2003-2007; and 2011-2015. He also served four terms as the City's Mayor. Mr. Miranda has also served as a teacher for 24 years. He earned his Bachelor's degree in Political Science and Teacher's credential from the University of La Verne.

Adoption of the attached resolution would appoint Mr. Miranda as City Manager and approve the proposed employment agreement. If approved, Mr. Miranda's first day as City Manager will be Monday, February 14, 2022.

California Government Code section 54953(c)(3) requires an oral report in an open meeting summarizing the proposed final action on salaries, salary schedules, or compensation paid in the form of fringe benefits of a City Manager. Accordingly, the terms of Mr. Miranda's proposed employment agreement are outlined below and will be orally summarized at the January 26, 2022 Council meeting:

Term: February 14, 2022 to February 13, 2025 (3 years).

Annual Salary: Initially \$216,752.00. If he achieves Council goals as determined by the City Council in its discretion, he will receive 5% salary increases after his first and second year of employment.

Cost of Living Adjustments (COLAs): Same COLAs as Unclassified Management Employees- 3% effective July 1, 2022 and July 1, 2023.

Employment Status: The City Manager position is at-will.

Severance: For termination without cause, the agreement provides a severance payment of 6 months' base salary in exchange for general release.

Automobile Allowance: City will provide a City vehicle, fuel and maintenance, for official and personal use.

Cell Phone: Provided for City-related business.

Computer Loan Program: Up to a maximum of \$3,000.00 for the first computer loan and \$2,000.00 every two years after.

Bilingual Pay: Eligible for 2½% of Salary upon passing an appropriate verbal bilingual exam in Spanish and/or American Sign Language and if required to use the language in the course of City business.

Medical, Dental, Vision, Other Insurance: Same group medical, dental, and vision insurance plans as offered to Unclassified Management Employees.

Retirement Benefits (PERS): Same retirement plans as offered to Unclassified Management Employees. If he is determined by CalPERS to be a CalPERS "classic" member, then he will be in the City's 2% at 55 plan for miscellaneous employees. If he is determined by CalPERS to be a "new" member as defined by the California Public Employees' Pension Reform Act (PEPRA) then he will be in the 2 @ 62 plan for CalPERS "new" members.

Retiree Medical: Same retiree medical eligibility as offered to Unclassified Management Employees. Hire date for purposes of determining retiree medical is determined by CalPERS.

Vacation Leave: Same as Unclassified Management Employees- initially at 3.693 hours bi-weekly, with an accrual cap of 300 hours.

Sick Leave: Same as Unclassified Management Employees- 3.693 hours bi-weekly.

Leave Cashouts: Subject to same rules as applicable to Unclassified Management Employees- maximum of 100 hours per fiscal year of vacation or sick leave to be converted.

Administrative Leave: Same as Unclassified Management Employees- 60 hours per year, credited in January of each year.

Holidays, Bereavement Leave, Jury Duty and Witness Leave: Same as Unclassified Management Employees.

Fiscal Impact:

If the employment agreement is approved, then the City will pay Mr. Miranda an annual salary of \$216,752.00 initially. The City will also have to pay for fringe benefits as described above and in the employment agreement.

Funding for the City Manager position was budgeted in the City's 2021-22 FY budget, and no appropriations are required to cover the cost.

Attachment(s):

- (1) Resolution No. 2022-10-3260, A Resolution of the City Council of the City of Irwindale Appointing City Manager and Approving City Manager Employment Agreement
- (2) City Manager Employment Agreement Between the City and Julian A. Miranda

RESOLUTION NO. 2022-10-3260

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING CITY MANAGER AND APPROVING CITY MANAGER
EMPLOYMENT AGREEMENT**

WHEREAS, Irwindale Municipal Code Section 2.08.010 creates and establishes the office of the City Manager; and

WHEREAS, Irwindale Municipal Code Section 2.08.020 provides that persons appointed to the position of City Manager “shall hold such office at the pleasure of the city council. . . [;]” and

WHEREAS, Irwindale Municipal Code Section 2.08.020 further provides that appointments to the position of City Manager shall be made by the City 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 his executive and administrative qualifications and leadership experience in municipal government, the City now desires to appoint Julian Miranda as the City's City Manager; and

WHEREAS, pursuant to Irwindale Municipal Code Section 2.08.040, the City Council shall determine and fix the compensation for the position of city manager[;]” and

WHEREAS, the City Manager shall receive such salary and benefits as set forth in an employment agreement between the City Council and City Manager which shall be approved by this resolution.

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

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

SECTION 2. The City Council hereby appoints Julian A. Miranda to the at-will position of City Manager and approves the City Manager Employment Agreement. The City Council authorizes the Mayor to execute the City Manager Employment Agreement.

SECTION 3. This resolution shall be effective on January 26, 2022. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of January, 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-10-3260 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 26th day of January, 2022 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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").

R E C I T A L S

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:

A G R E E M E N T

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
1 st 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.

CITY OF IRWINDALE
City Manager (Continued)

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]

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

SA Item 1A1

DECEMBER 8, 2021
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Also Present: William Tam, City Manager; Adrian Guerra, City Attorney; Mary Hull, Human Resources Manager; Jeanette Duran, Interim Director of Finance / City Treasurer

SPONTANEOUS COMMUNICATIONS

None.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Garcia, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved; Mayor Ortiz abstaining.

ITEM NO. 2

WAIVE CONDITION OF CLOSING FOR THE SALE OF PROPERTY LOCATED AT 2200 ARROW HIGHWAY TO ATHENS SERVICES, AUTHORIZATION TO VEST TITLE IN IRWINDALE INVESTMENTS, LLC, A SPECIAL PURPOSE ENTITY, AND AUTHORIZATION TO EXECUTE CC&R'S TO IDENTIFY CITY AS BENEFICIARY THERETO

WAIVE CONDITION OF CLOSING FOR THE SALE OF PROPERTY LOCATED AT 2200 ARROW HIGHWAY BY THE SUCCESSOR AGENCY TO ATHENS SERVICES, AUTHORIZATION TO VEST TITLE IN IRWINDALE INVESTMENTS LLC, A SPECIAL PURPOSE ENTITY, RATHER THAN ATHENS AS PART OF THE SALE OF PROPERTY, AND AUTHORIZATION TO EXECUTE CC&R'S TO IDENTIFY CITY AS BENEFICIARY THERETO

1) The requirement that, as a condition of Closing on the sale of the property at 2200 Arrow Highway ("Property"), from the Successor Agency to Athens, Athens must be in a condition to pull building permits and, instead, authorize closing subject to the following: (a) Athens will have 10 days from the Close of Escrow to pull the grading permit, and (b) Athens will have five months from the Close of Escrow to pull the building permit (subject to extensions by the Executive Director), 2) the title of the Property was authorized to be vested in Irwindale Investments LLC, a special purpose entity ("SPE"), rather than Athens at the Closing, 3) the following documents were approved to be executed at Closing and the Executive Director was authorized to execute same as necessary, subject to Agency Counsel approval as to form: (I) Partial Assignment and Assumption Agreement and Consent, (II) Guaranty, (III) modified Grant Deed, and (IV) modified CC&Rs as provided in this agenda report, and (V) the Lease Agreement (and Memorandum of Lease) between the SPE and Athens. All the foregoing are subject to any non-substantive revisions as approved by the Executive Director and Agency Counsel, and 4) the Executive Director was authorized to execute all required documents necessary for Closing the sale of the property DDA

consistent with these approvals and subject to Agency Counsel's approval as to form.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:30 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

SA Item 1A2

**DECEMBER 8, 2021
WEDNESDAY
10:38 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 Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem Larry G. Burrola, Mayor H. Manuel Ortiz

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Jeanette Duran, Interim Finance Director / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman complained about the lack of Christmas decorations at Las Casitas Senior Apartments.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Breceda, to approve Consent Calendar, reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

1) Regular meeting held October 27, 2021

**ITEM NO. 1B
WARRANTS**

WARRANTS

None for approval

**ITEM NO. 1C
APPOINTING AN
INTERIM CITY
TREASURER**

APPOINTING AN INTERIM CITY TREASURER (Joint Items on City Council and Housing Authority)

**RESOLUTION NO.
2021-119-3241
ADOPTED**

Joint Resolution No. 2021-119-3241, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR

AGENCY”), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF INTERIM CITY TREASURER,” was adopted.

ITEM NO. 1D
AUTHORIZATION TO
INVEST MONIES
INTO THE LOCAL
AGENCY INVESTMENT
FUND ACCOUNT

AUTHORIZATION TO INVEST MONIES INTO THE LOCAL AGENCY INVESTMENT FUND ACCOUNT (Joint Item on City Council and Housing Authority)

RESOLUTION NO.
SA 2021-121-3243
ADOPTED

Joint Resolution No. SA 2021-121-3243, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY (“SUCCESSOR AGENCY”), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND,” was adopted.

ITEM NO. 1E
A RESOLUTION TO
RE-RATIFY THE
EXISTENCE OF A
LOCAL EMERGENCY
AND AUTHORIZE
REMOTE HYBRID
MEETINGS OF THE
LOCAL LEGISLATIVE
BODIES OF THE CITY
OF IRWINDALE FOR
THE MONTH OF
DECEMBER 2021

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LOCAL LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF DECEMBER 2021 (Joint City Council, Housing Authority, and Reclamation Authority)

RESOLUTION NO.
SA 2021-110-3322
ADOPTED

Joint Resolution No. SA 2021-110-3322, entitled:

“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021, THROUGH JANUARY 8, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361,” was adopted.

<u>ITEM NO. 1F</u> CONSIDERATION OF RESOLUTION APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2022, THROUGH JUNE 30, 2023	CONSIDERATION OF RESOLUTION NO. SA 2021-127-3249 OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2022, THROUGH JUNE 30, 2023
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RESOLUTION NO.
SA 2021-127-3249
ADOPTED

Resolution No. SA 2021-127-3249, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR
AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT
AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT
SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-
MONTH FISCAL PERIOD BEGINNING JULY 1, 2022, AND ENDING
JUNE 30, 2023," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS None.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was
adjourned at 10:40 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

November 2021

November 1 - 30, 2021

Successor Agency



Number	Vendor Name	Date	Amount
600	06 Sub Lien TA Ref Bond	11/8/2021	1,308,862.50
		Report Total:	1,308,862.50

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
75951	USBANK03	US Bank Trust N.A.	01/13/2022	3,850.00
Report Total (1 checks):				3,850.00

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

HA Item 1A1

DECEMBER 8, 2021
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Present: William Tam, Executive Director; and Adrian Guerra, Board
Attorney

**SPONTANEOUS
COMMUNICATIONS**

None.

**RECESS TO
CLOSED SESSION**

At 5:32 p.m., the Housing Authority met in Closed Session to discuss
the following:

Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8

Property: Las Casitas
5164 Ayon Avenue
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms of potential sale

ACTION: Discussion held; no reportable action taken.

ADJOURNMENT

There being no further business to conduct, the meeting was
adjourned at 6:30 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

DECEMBER 8, 2021
WEDNESDAY
10:40 P.M.

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

ROLL CALL:

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

Also present: William Tam, Executive Director; Theresa Olivares, Assistant Executive Director; Adrian Guerra, Board Attorney; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Jeanette Duran, Interim Finance Director / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Assistant Authority Secretary

SPONTANEOUS COMMUNICATIONS

CARMEN ROMAN

Carmen Roman complained about the lack of Christmas decorations at Las Casitas Senior Apartments and requested that flyers be sent out to residents to advertise open employment opportunities.

DENA ZEPEDA

Dena Zepeda requested that a staff member be disciplined, and requested to view this staff member's personnel file, made allegations of stolen funds, and questioned why non-residents became tenants of Las Casitas.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Ortiz, seconded by Board Member Garcia, to approve Consent Calendar, reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Board Members Breceda and Ortiz abstaining on Item No. 1F, and Item No. 1E to be resubmitted in the future.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held October 27, 2021

ITEM NO. 1B
RELEASE OF BONDS
FOR MAYANS
HOUSING
DEVELOPMENT

RELEASE OF BONDS FOR MAYANS HOUSING DEVELOPMENT PHASE 3 AND 4, PARCEL MAP 82188, PARCEL MAP 82189, AND TRACT MAP 82190 (Joint with City Council)

The release of faithful performance, labor and material, and

PHASE 3 AND 4,
PARCEL MAP 82188,
PARCEL MAP 82189,
AND TRACT
MAP 82190

monument bonds for the Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190, was approved.

ITEM NO. 1C
APPOINTING AN
INTERIM CITY
TREASURER

APPOINTING AN INTERIM CITY TREASURER (Joint Items on City Council and Successor Agency)

RESOLUTION NO.
HA 2021-10-109
ADOPTED

Joint Resolution No. HA 2021-10-109, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF INTERIM CITY TREASURER," was adopted.

ITEM NO. 1D
AUTHORIZATION
TO INVEST MONIES
INTO THE LOCAL
AGENCY INVESTMENT
FUND ACCOUNT

AUTHORIZATION TO INVEST MONIES INTO THE LOCAL AGENCY INVESTMENT FUND ACCOUNT

RESOLUTION NO.
HA 2021-11-110
ADOPTED

Joint Resolution No. HA 2021-11-110, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND," was adopted.

ITEM NO. 1E
LAS CASITAS
ELIGIBILITY LIST

LAS CASITAS ELIGIBILITY LIST

This matter was tabled to a future meeting.

ITEM NO. 1F
CONSIDERATION OF
APPROVAL –
SUBORDINATION OF
HOME PURCHASE
LOAN AT 4612 NORA
AVENUE

CONSIDERATION OF APPROVAL – SUBORDINATION OF HOME PURCHASE LOAN AT 4612 NORA AVENUE

1) The request by Marguerite Lopez for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies, and Procedures for the Mayans Housing Purchase Program, was approved, and 2) the Executive Director was

authorized to execute the Subordination Agreement subject to Authority Counsel approval as to form.

ITEM NO. 1G
IRWINDALE HOUSING
AUTHORITY ANNUAL
REPORT FOR
FY 20/21 AND SB 341
ANNUAL REPORT
FOR FY 20/21

IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR (FY) 2020-2021 AND SB 341 ANNUAL REPORT FOR FY 2020-2021

1) The FY 2020-2021 Irwindale Housing Authority Annual Report was received and filed and direction was provided that such report be filed with the City of Irwindale City Clerk's Office, and 2) the SB 341 Annual Report for FY 2020-2021 was approved and the posting of such report and supporting documentation on the City's website was approved.

ITEM NO. 1H
GLOBAL
SUBORDINATION
POLICY

GLOBAL SUBORDINATION POLICY

1) The Global Subordination Policy was adopted and 2) Instructions for staff to process Global Subordination Policy was received and filed.

ITEM NO. 1I
RESOLUTION TO
RE-RATIFY THE
EXISTENCE OF A
LOCAL EMERGENCY
AND AUTHORIZE
REMOTE HYBRID
MEETINGS OF THE
LOCAL LEGISLATIVE
BODIES OF THE CITY
OF IRWINDALE FOR
THE MONTH OF
DECEMBER 2021

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LOCAL LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF DECEMBER 2021 (Joint City Council, Successor Agency, and Housing Authority Item)

RESOLUTION NO.
HA 2021-09-108
ADOPTED

Joint HA Resolution No. 2021-09-108, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021, THROUGH JANUARY 8, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

NEW BUSINESS

ITEM NO. 2A
**CONSIDERATION OF
FINANCIAL ASPECTS
OF REQUEST FOR
PROPOSALS FOR
DEVELOPMENT OF
AFFORDABLE
HOUSING UNITS
ON SOUTHERN
THREE (3) ACRES OF
LAND LOCATED AT
5100 ALLEN DRIVE**

CONSIDERATION OF FINANCIAL ASPECTS OF REQUEST FOR PROPOSALS FOR DEVELOPMENT OF AFFORDABLE HOUSING UNITS ON SOUTHERN THREE (3) ACRES OF LAND LOCATED AT 5100 ALLEN DRIVE (Continue from November 10, 2021)

BOARD MEMBER
BRECEDA

Board Member Breceda declared a potential conflict of interest, recused himself from this item, and exited the Council Chambers at 10:52 p.m.

ASSISTANT BOARD
COUNSEL LEE

Assistant Board Counsel Robert Lee presented the report.

CARMEN ROMAN

Carmen Roman asked what types of buildings would be placed at the seven acre portion of land reserved for development, and spoke on her understanding of grants vs. loans.

DENA ZEPEDA

Dena Zepeda spoke on her understanding of grants vs. loans.

VICE CHAIR AMBRIZ

Responding to a question by Vice Chair Ambriz, Executive Director Tam advised that the Board has previously earmarked three acres of the site for housing, and noted that the entire site will be developed in phases. He stated that staff is seeking the Board's input regarding the financial structure to implement to support the three acres of affordable housing that the Board wishes to construct.

VICE CHAIR AMBRIZ

Vice Chair Ambriz suggested proceeding with issuing a Request for Proposals for construction of housing at the three-acre site and with consideration for the issues raised tonight.

BOARD ATTORNEY
GUERRA

Board Attorney Guerra clarified that staff is seeking direction from the Board about whether the Housing Authority should continue owning the property, sell it, rent it, etc. He also stated that developers could be invited to propose ideas for the housing units. He emphasized that RFP's ideally would provide a framework for developers to work with, and noted that the Board would still need to develop said framework. Another option would be to hire a consultant or broker to recommend concepts and ideas.

BOARD MEMBER GARCIA	Board Member Garcia wondered which types of housing units the state would allow for the site, such as apartments, condos, and/or townhomes. He stated that the Board would likely prefer single family houses, but noted that the state may not permit it.
BOARD ATTORNEY GUERRA	Board Attorney Guerra indicated that any housing project would still need to comply with zoning codes, though he acknowledged that there will likely be a push for higher-density housing at the site.
BOARD MEMBER ORTIZ	Board Member Ortiz suggested hiring a consultant to analyze the entire site and help determine the best use for it.
CARMEN ROMAN	Carmen Roman suggested sending a survey to residents to determine their preferences and questioned the need for consultants.
ROBERT LEE	Robert Lee responded to a comment made by stating that a consultant would be able to provide valuable feedback irrespective of housing staff's expertise, and would be provided free of charge.
BOARD MEMBER ORTIZ	Board Member expressed his preference to select a bid through the RFP process.
MAYOR BURROLA	Mayor Burrola concurred that a consultant would best be able to explore the site and determine the best use for the site, in conjunction with residents' preferences.
MOTION	A motion was made by Chair Burrola, seconded by Board Member Ortiz, to issue an RFP for the selection of a qualified consultant to analyze the 10-acre site to determine the best type of uses and the financing for the identified uses, including the three-acre site reserved for housing. The motion was unanimously approved.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11:26 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of
IRWINDALE
AGENDA REPORT

Date: January 26, 2022
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Consideration of Approval – Subordination of Substantial Rehabilitation
Housing Improvement Loan at 16169 Progress Lane

City Manager's Recommendation:

- 1) Approve the request by Marco P. Romero and Magdalena R. Romero for the Housing Authority to subordinate its loan to a new loan made in a refinancing, which is subject to all conditions established by the Irwindale Housing Authority's Subordination Policy; and
- 2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel

Electronically Approved

Jeanette Duran, Interim Finance Director / City
Treasurer

Electronically Approved

Approved by:

William K. Tam, Executive Director



Background and Analysis:

- 1) As part of the Irwindale Housing Authority Substantial Rehabilitation Housing Improvement Loan Program ("Program"), the Irwindale Housing Authority ("Authority") received a written request from Marco P. Romero and Magdalena R. Romero ("Owner") for the Authority to subordinate its loan ("Authority Loan") made to Owner, secured by a deed of trust recorded with the Recorder's Office ("Authority Deed of Trust"), in connection with a proposed refinance of Owner's existing mortgage and HERO loan (together, "Previous Loans") for the property located at 16169 Progress Lane ("Property") without taking any cash out. The original loan amount for the Previous Loans was \$213,251, and the new loan ("New Loan") would be for the amount of \$204,896.57 (including closing costs).
- 2) Any subordination of the Authority Loan to the New Loan for the proposed refinance will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via a subordination agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full. It should be noted, however, that Authority agreement to subordinate to the New Loan essentially places the Authority in the same lien priority position as the status quo and will therefore, not place Authority in any worse priority position.¹

Any approval of the requested subordination would comply with the global Subordination Policy ("Policy") adopted by the Board on December 8, 2021, including the requirement that all debt on the property must not exceed 80% of the property value (Attachment 2). Moreover, the Policy states that for the Home Improvement Program only, "if the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the above-referenced requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio." Here, the loan-to-value ratio would be no greater than 43%.

- 3) Approval of this request would permit the Owner to close escrow on the New Loan before the rate lock-in expires.

¹ California is a race notice state which means as a general rule, under California's race notice recording statute, a bona fide purchaser for value without notice who first records wins a priority dispute. Civ. Code § 1214. Because the Authority Deed of Trust was recorded before the deed of trust that will be recorded to secure payment of the New Loan, the lender of the New Loan is requesting subordination of the Authority Deed of trust to the New Loan.

Fiscal Impact:

None because the Authority will be maintaining the status quo with respect to its lien position.

Attachment:

1. Subordination Agreement
2. Subordination Policy adopted December 8, 2021

RECORDING REQUESTED BY:

Attachment 1

WHEN RECORDED MAIL TO:
IRWINDALE HOUSING AUTHORITY
5050 N IRWINDALE AVENUE
IRWINDALE, CA 91706

ESCROW NO:
TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103

APN: 8417-031-016
16169 Progress Lane
Irwindale, CA 91706

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, is made February ____, 2022, by MARCO P. ROMERO and MAGDALENA R. ROMERO, owners of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body and housing successor to the IRWINDALE REDEVELOPMENT AGENCY, present owner and holder of the Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land ("Affordable Housing Agreement") dated August 19, 2004, and Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Agency Deed of Trust"), dated August 19, 2004, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did execute the Agency Deed of Trust in favor of the IRWINDALE REDEVELOPMENT AGENCY to First American Title Insurance Company, Trustee, which Agency Deed of Trust was recorded on October 4, 2004 as document no. 04-2542780, and Owner did execute the Affordable Housing Agreement in favor of IRWINDALE REDEVELOPMENT AGENCY, which Affordable Housing Agreement was recorded on October 4, 2004 as document no. 04-2542781, Official Records of said county covering:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 16 OF TRACT NO. 29197, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP IN BOOK 729, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of TWO HUNDRED FOUR THOUSAND EIGHT HUNDRED NINETY SIX DOLLARS AND FIFTY SEVEN CENTS (\$204,896.57), in favor of:

CMG FINANCIAL

hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust ("Lender Deed of Trust") is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lender Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Agency Deed of Trust; and

WHEREAS, Lender is willing to make said loan provided the Lender Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate

the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Lender Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Lender Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Agency Deed of Trust and Affordable Housing Agreement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (A) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned in favor of the lien or charge upon said land of the Lender Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (B) An endorsement has been placed upon the note secured by the Agency Deed of Trust and Affordable Housing Agreement first above mentioned that said Agency Deed of Trust and Affordable Housing Agreement have by this instrument been subordinated to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

“BENEFICIARY”

IRWINDALE HOUSING AUTHORITY, a public body,
as Housing Successor to the Irwindale Redevelopment Agency

William K. Tam, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, Authority Counsel

“OWNER”

MARCO P. ROMERO

Marco P. Romero

MAGDALENA R. ROMERO

Magdalena R. Romero

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

STATE OF CALIFORNIA)
)
County of _____) §

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

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

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
) §
County of _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

ATTACHMENT 2

SUBORDINATION POLICY

Effective December 8, 2021

Purpose and Applicability:

This Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the Irwindale Housing Authority ("Authority") for all Authority housing programs. The Authority Board shall approve or deny all subordination requests.

Effects of Subordination:

Subordination occurs where one creditor voluntarily agrees to become ranked behind another creditor in priority for purposes of collecting repayment from a debtor, and it is effectuated via a subordination agreement. The priority of debts is significant when a debtor defaults on payments or declares bankruptcy, as the party subordinating its debt will only collect on a debt owed when and if the obligation to the primary (or first lien) lender has been fully satisfied in the event of foreclosure and liquidation and only then to the extent there are monies left over. Therefore, when an affordable housing property owner seeks a refinance of its existing loan obtained from a private lender or seeks to take out a second mortgage, or alternatively, when a new affordable housing property owner acquires an affordable housing unit and takes out a new loan from a private lender, and the Authority is asked to subordinate its loan to any of these new loans, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.

Requirements for Approving Subordinations:

Loans given by the Authority to an affordable housing property owner secured by a trust deed shall not be subordinated to any loan due to refinancing or for any other reason, except that the Authority may consider subordinating its position when all of the following requirements are satisfied:

- **For refinances, approval of the subordination request will result in borrower's monthly financial housing obligations being decreased. For example, the refinance must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, resulting in a lower monthly mortgage payment;**
- A fair market appraisal of the property is obtained by the lender except as expressly provided elsewhere in this Policy. The cost of the appraisal will be paid by the property owner;

- When an appraisal is required, a copy of the appraisal must be submitted to the Authority for its review;
- All debt on the property must not exceed 80% of the property value;
- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property ~~or will be used for medical reasons~~, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills; and
- The property owner must provide Authority staff all the applicable documentation listed in the Subordination Requirements Checklist attached as Exhibit "A" to this Policy.

For the Home Improvement Program Only:

- If the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the above-referenced requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio.

Cashing out on a refinance means borrower receiving a new loan in an amount exceeding the pay-off balance due under the current balance of the loan being refinanced plus customary and reasonable loan closing costs and expenses such as lender points and fees, title, escrow and recording charges. Any cash out prohibition or limitation in connection with any subordination to refinancing helps ensure sufficient equity is maintained in the home in the event of foreclosure of the new loan where the Authority is left to seek repayment of its loan only once the prior lien is satisfied.

Additionally, there are times when an appraisal may not be needed. For example, for certain Fannie Mae loans, Fannie Mae does not require appraisals and instead relies on comparable sales data in connection with refinance approvals.

EXHIBIT "A"

SUBORDINATION REQUIREMENTS CHECKLIST

- ☐ 1. Signed Authorization to Disclose Information.
- ☐ 2. Evidence of **VALID** home owner's insurance, showing the Irwindale Housing Authority as additional insured must be provided.
- ☐ 3. The request to Subordinate must be in writing from the property owner. The written request is to include:
 - i. Name of the property owner(s)
 - ii. Property address
 - iii. Current 1st Trust Deed terms (including but not limited to name of mortgage company, interest rate, payment history of property owner, total amount owed, etc...)
 - iv. A statement indicating that all debt on the property does not exceed 80% of the appraised value, prior to Refinancing.
 - v. Household Information: Annual Income, # of people in household, bedroom count for property.
 - vi. A statement indicating the purpose/reason for cash-out, **if applicable**.
- ☐ 4. New Loan - Uniform Residential Loan Application
- ☐ 5. New Loan - Uniform Underwriting and Transmittal Summary
- ☐ 6. New Loan – Loan Estimate
- ☐ 7. New Loan – Closing Disclosure
- ☐ 8. Demand for Payoff on all loans (other than Irwindale Community Redevelopment Agency/Irwindale Housing Authority Loan) on property.
- ☐ 9. Existing Loans – Promissory Note
- ☐ 10. Existing Loans – Demand for Payoff
- ☐ 11. A current appraisal report (dated within 30 days of the written request) is **REQUIRED**. The cost of the appraisal report will be the sole responsibility of the property owner.
- ☐ 12. Title Commitment
- ☐ 13. ~~Cash-out Requests: The property owner must have sufficient equity in the~~

~~property to provide a total loan-to-value ratio on the property that is less than 60% (including all outstanding loans against the property, outstanding balance of Authority Loan and proposed new loan).~~

Cash-out Requests require Irwindale Housing Authority Board Approval. The Board meets the 2nd and 4th Wednesday of every month. In order for the request to be placed on the Board agenda all of the required items listed above must be submitted, reviewed and approved by staff 10 days prior to the scheduled meeting. Failure to meet this deadline will delay the Board's consideration of this matter.

- ☐ 13. The Authority will consider on a case-by-case basis, requests for additional cash-out beyond that described above only if the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property ~~or will be used for medical reasons~~, which is verified by the Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.
- ☐ 14. If the requirements under paragraphs 1 through **12 9** above are met, the Authority may allow the property owner to refinance, with no cash out. If the requirements under paragraphs 1 through **13 10** are met, the Authority may allow the property owner to refinance and take cash out.

Information should be addressed to the
following: Irwindale Housing Authority
Attn: Housing Department 5050 N
Irwindale Avenue Irwindale, CA 91706
Or e-mail to jjhernandez@IrwindaleCA.gov or msimpson@IrwindaleCA.gov
Questions: Call Jesus Hernandez (626) 430-2208 or Marilyn Simpson (626) 430-2209

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

City of
IRWINDALE
AGENDA REPORT

Date: January 26, 2022
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Las Casitas Senior Affordable Housing Apartment Complex

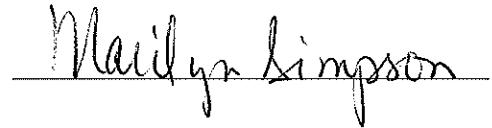
City Manager's Recommendation:

Discuss and provide direction regarding the IHA's purchasing the lease agreement for Las Casitas Senior Affordable Housing Apartment Complex located at 5164 Ayon Street.

Administrative Action:

Submitted by:

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

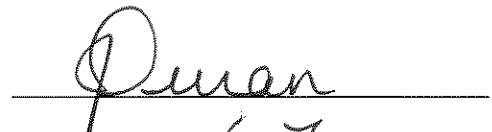


Reviewed by:

Adrian R. Guerra, Authority Counsel

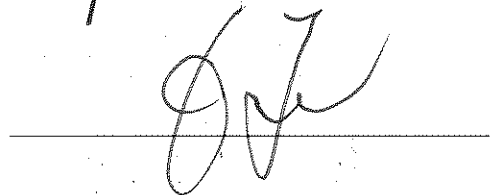
Electronically Approved

Jeanette Duran, Interim Finance Director / City Treasurer



Approved by:

William K. Tam, Executive Director



Background and Analysis:

As requested by the Irwindale Housing Authority Board at the meeting of January 12, 2022, this matter has been placed on the agenda for the Housing Board to discuss and provide direction regarding purchasing the lease agreement for Las Casitas Senior Affordable Apartment Complex.

Las Casitas is a senior affordable housing apartment complex located at 5164 Ayon Street. The land is owned by Irwindale Housing Authority (IHA). Per the Disposition and Development Agreement for the site, the Northridge Group, Inc. owns the building lease and was responsible for the construction of the apartment complex. Phase 1 completed

in 1996 consisting of 16 units (including the manager's unit) and Phase 2 completed in 2012 consisting of 10 units.

The Northridge Group, Inc. (NGI) currently serves as the landlord for Las Casitas in accordance with a 2011 Disposition Development Agreement (DDA). As landlord and property manager, Northridge is responsible for managing, operating, and maintaining the apartment complex. This includes processing and executing lease agreements with the tenants. The term of the DDA is for a 55 year term beginning July 1, 2012 and ending on July 1, 2067.

As directed by the Irwindale Housing Authority Board at its meeting on December 8, 2021, staff met with Northridge Group, Inc. on December 22, 2021 to discuss potential acquisition. Northridge Group, Inc. agreed to sell the project to IHA with the following terms and conditions:

- A) Final sale price at \$898,500
- B) A 60-90 days escrow process
- C) IHA to retain qualified property inspection firm to inspect all units prior to closing of escrow, and any issues identified by this inspection will be addressed by NGI
- D) After closing of escrow, NGI will provide property management assistance to IHA staff for 2-3 months period at no cost to IHA
- E) IHA to retain onsite manager to manage apartment after closing of escrow
- F) NGI will transfer all tenants security deposits and any remaining set aside funds/reserves to IHA

At its meeting on January 12, 2022, IHA reviewed the offer from NGI in closed session and provided direction to staff regarding proposed terms and price. On January 14, 2022, NGI submitted its formal written offer to sell to IHA, and a copy of this letter is attached for IHA's review.

If the IHA has decided to purchase the lease agreement for Las Casitas Senior Affordable Apartment Complex from NGI, the existing property management structure to manage, operate and maintain the apartment complex will need to be modified. It's anticipated that additional staffing needs will be necessary in the Community Development and Finance Departments. In addition, there will be a need to have an on-call building contractors to maintain the apartments and property.

The estimated budget increases in the Community Development Department is \$150,000, and \$168,000 in the Finance Department. The cost to have on-call building contractors to maintain the apartments and property will be determined at a future date.

Attachments:

1. NGI Written Offer, dated January 14, 2022

Attachment 1

798 Pine Knot Avenue
P. O. Box 134401
Big Bear Lake, CA 92315

The Northridge
Group, Inc.

(909) 866-0050
Fax (909) 866-8567

JANUARY 14, 2022

**MR. WILLIAM TAM
EXECUTIVE DIRECTOR
IRWINDALE HOUSING AUTHORITY
CITY OF IRWINDALE
5050 NORTH IRWINDALE
IRWINDALE, CA 91706**

RE: LAS CASITAS SENIOR COMPLEX

Dear Mr. Tam:

Pursuant to our discussions this morning, please find listed below the deal points for purchase of Las Casitas Senior Complex from The Northridge Group, Inc.

BUYER: Irwindale Housing Authority
SELLER: The Northridge Group, Inc.

PROPERTY: Las Casitas Senior Housing Complex
5164 Ayon Avenue
Irwindale, CA 91706
Consisting of Twenty-six (26) Senior Housing Units, one Clubhouse and all improvements, fixtures, machinery and equipment thereon.

SALES PRICE:
Eight Hundred Ninety Eight Thousand Five Hundred Dollars (\$898,500.00).

DEPOSIT:
Within seven (7) days of approval to purchase, by the Irwindale Housing Authority, Buyer agrees to open Escrow with a good faith deposit of Ten Thousand Dollars (\$10,000.00). Deposit to be applied to Sales Price at close of escrow. Said Deposit shall be fully refundable to Buyer upon demand by Buyer any time during the escrow period thereby canceling the escrow.

MR. WILLIAM TAM
EXECUTIVE DIRECTOR
IRWINDALE HOUSING AUTHORITY
CITY OF IRWINDALE
Page 2
January 14, 2022

ESCROW/TITLE/FEEES:

Escrow and Title Company to be determined by Buyer and approved by Seller. Buyer and Seller shall each pay their respective attorneys fees. All other closing costs to be split between Buyer and Seller as is customary in the greater Los Angeles metropolitan area.

CLOSE OF ESCROW:

Escrow to close within forty-five (45) days from the opening date.

PRORATIONS:

Any rents, property taxes, insurance, repairs and operational expenses shall be prorated as of the close of escrow.

INSPECTION REPORT:

During the escrow period the Buyer will obtain a Buyer's Inspection Report. All corrections shall be limited to Code issues only. Said Inspection Report shall be approved by Seller. Buyer to pay for said Inspection Report.

ONSITE MANAGER:

Upon Close of Escrow Irwindale Housing Authority to provide and employ a Resident Manager.

OVERSITE:

Upon Close of Escrow Seller agrees to provide oversight and training for 60 to 90 days from close of escrow the Buyer's Resident Manager at no cost to the Buyer.

SECURITY DEPOSITS & RESERVES:

Upon close of escrow Seller agrees to transfer all Tenant Security Deposits and Replacement Reserves Account to Buyer.

REAL ESTATE BROKERAGE:

It is hereby acknowledged, by all parties, that Mary Jo Jahn, President of The Northridge Group, Inc. is a Real Estate Broker, however, Buyer and Seller agree this is a principal-to-principal transaction and there are no brokerage fees/commissions involved.

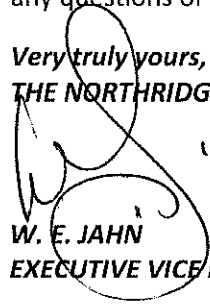
MR. WILLIAM TAM
EXECUTIVE DIRECTOR
IRWINDALE HOUSING AUTHORITY
CITY OF IRWINDALE
Page 3
January 14, 2022

EXCHANGE:

If requested by Seller, Buyer agrees to cooperate with Seller on a 1031 Exchange or Charitable Trust at no cost to Buyer.

William, I believe this pretty well outlines our discussion, and we look forward to working with you and/or your designee to bring this transaction to a conclusion. Please feel free to contact my office with any questions or clarifications.

Very truly yours,
THE NORTHRIDGE GROUP, INC.

A handwritten signature in black ink, appearing to be 'W. E. Jahn', is written over the typed name and title. The signature is stylized with loops and a long horizontal stroke.

W. E. JAHN
EXECUTIVE VICE PRESIDENT

WEJ/mjj