CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

November 13, 2024

SPECIAL MEETING – 5:30 PM
REGULAR MEETING – 6:00 PM

IRWINDALE CITY COUNCIL CHAMBERS

ALBERT F. AMBRIZ - Mayor

LARRY G. BURROLA - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

H. MANUEL ORTIZ - Councilmember

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

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

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

SPECIAL MEETING

1. CALL TO ORDER

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

3. AB 2449 DISCLOSURES

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION

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

Title: City Manager

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

Property: 16359 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: 39 Dalton Financial Ltd. Partnership
Under Negotiation: Price and terms of payment

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

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

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

D. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

REGULAR MEETING

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

13. AB 2449 DISCLOSURES

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Alex Tong, Assistant Engineer

B. Alexandra Purpero, Public Works Services Office Specialist

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

19. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings Held October 9, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve.

C. Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of $100,000 for Traffic Safety Education and Impaired driving enforcement
Department: Police

Recommendation: **Adopt Resolution No. 2024-83-3560** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $100,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)",

D. Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of $135,000 for Traffic Records Improvement Project (TRIP)
Department: Police

Recommendation: **Adopt Resolution No. 2024-84-3561** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $135,000 FOR THE TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)",

E. Approval of a Joint Powers Authority Agreement to join the Public Risk Innovation, Solutions, and Management ("PRISM") Authority for Benefits for City Employees
Department: Human Resources

Recommendation: Adopt Resolution No. 2024-91-3568 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A JOINT POWERS AUTHORITY AGREEMENT TO JOIN THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ("PRISM") AUTHORITY AND DELEGATING AUTHORITY TO THE CITY MANAGER TO ACT ON BEHALF OF THE CITY COUNCIL IN MATTERS RELATED TO THE JPA."

F. Consideration of Proposed Personnel Adjustments
Department: Human Resources

Recommendation: Authorize the proposed personnel adjustments as outlined in this report by adopting Resolution No. 2024-90-3567 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-76-3553, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

G. Approval of Memorandum of Understanding with the Irwindale City Employees Association (ICEA)
Department: Human Resources

Recommendation: Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale City Employees Association July 1, 2024 – June 30, 2027.

H. Approval of Amendment No. 3 with PlaceWorks, Inc.
Department: Community Development

Recommendation: That the City Council approve the attached contract Amendment No. 3 with PlaceWorks, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706.

I. Request to approve the parade permit and a Fee Waiver for the procession or parade license fee for the "Our Lady of Guadalupe Church Fiesta" procession being held by Our Lady of Guadalupe Church on December 7- 8, 2024
Department: Community Development

Recommendation: That the City Council adopt **Resolution No. 2024-96-3573** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 7-8, 2024."

J. Approve the Safe, Clean Water Program Transfer Agreement No. 2024MP37 for the Municipal Program to Continue Receiving Measure W Funds
Department: Engineering

Recommendation: That the City Council (1) approve Safe, Clean Water Program Transfer Agreement No. 2024MP37 for the Municipal Program between the City of Irwindale and the Los Angeles County Flood Control District in order to continue receiving Measure W Funds subject to City Attorney approval as to form; and (2) approve Resolution No. 2024-94-3571 entitled, "A Resolution of the City Council of the City of Irwindale Approving Continued Participation in the Safe, Clean Water Program and Authorizing the Mayor to Execute the Transfer Agreement with Los Angeles County Flood Control District."

K. Approval of Construction Change Orders for the 2023-2024 Resurfacing Project: Residential Resurfacing Project – Phase III; P-1053
Department: Engineering

Recommendation: That the City Council **adopt a Resolution No. 2024-95-3572** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDERS IN THE AMOUNT OF $130,471.71 FOR THE 2023-2024 RESURFACING PROJECT: RESIDENTIAL RESURFACING PROJECT—PHASE III TO INCREASE THE CONTRACT FROM $962,098.50 TO $1,092,570.21; (2) APPROVING AN UPDATED 5% PROJECT CONTINGENCY IN THE AMOUNT OF $54,629 TO COVER ANY UNFORESEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION; AND (3) APPROPRIATING AN ADDITIONAL $62,189.82 FROM THE GENERAL FUND AND $74,805.89 FROM THE MINING IMPACT FUND TO THE RESIDENTIAL RESURFACING PROJECT – PHASE III; P-105"

L. Acceptance of the Irwindale Veterans Monument Improvement Project – Phase II; P-1059
Department: Engineering

Recommendation: That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements of the Irwindale Veterans Monument Improvement Project – Phase II (2) approve the final construction project amount of $210,487.07 under the construction contract with Mariposa Landscapes, Inc.; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project.

M. Approval of Plans and Specifications for the City of Irwindale Public Library Improvement Project; P-1044
Department: Engineering

Recommendation: That the City Council (1) approve the plans and specifications for the Public Library Improvement Project; (2) authorize staff to solicit bids for construction of the project; and (3) **adopt Resolution No. 2024-98-3575** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, FINDING THE PROJECT CATEGORICALLY EXCLUDED FROM THE NATIONAL ENVIRONMENTAL POLICY ACT ("NEPA") PURSUANT TO 24 CFR 58.35 (a)(1)), AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") UNDER CEQA GUIDELINES SECTION 15302".

N. Approve the Clean Off-road Equipment Voucher Incentive Project (CORE)
Department: Public Services

Recommendation: **Adopt Resolution Number 2024-97-3574** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING CITY STAFF TO APPLY FOR AND ACCEPT THE CLEAN OFF-ROAD EQUIPMENT VOUCHER INCENTIVE PROJECT (CORE), WAIVE THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), APPROPRIATE FUNDING TO PURCHASE A CLEAN OFF-ROAD EQUPMENT AND ELECTRIC CHARGING STATIONS, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT."

20. SPONTANEOUS COMMUNICATIONS

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

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

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

The Council may regulate a speaker who is speaking too long or out of order, being unduly repetitious, discussing irrelevancies, or extending to items not within its subject matter jurisdiction. Please be reminded that discrimination, abusive use of profanity, unruly disruption, and violent or physically threatening conduct is discouraged. Members of the public shall not disrupt the orderly conduct of the meeting. The Presiding Officer will request that a person cease any disruptive conduct, and if not immediately stopped, will direct the person to be removed from the meeting.

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

21. NEW BUSINESS

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

A. Introduction and First Reading of Ordinance No. 790 to Add Chapter 9.68 of Title 9 to the Irwindale Municipal Code
Department: City Attorney

Recommendation: Direct the City Attorney to **read by title only, waive reading of, and introduce Ordinance No. 790**, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY."

B. Introduction and First Reading of Ordinance No. 791 to Add Chapter 9.72 of Title 9 to the Irwindale Municipal Code
Department: City Attorney

Recommendation: Direct the City Attorney to **read by title only, waive reading of, and introduce Ordinance No. 791** entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE."

22. PUBLIC HEARINGS

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

A. Site Plan & Design Review (DA) No. 01-2024 - Maintenance and Wash Bay Canopy Structure
Department: Community Development

Recommendation: That the City Council **adopt Resolution No. 2024-92-3569**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2024 FOR THE CONSTRUCTION OF A ±5,520 SQUARE FOOT MAINTENANCE AND WASH BAY STRUCTURE FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162, AND MAKING CERTAIN FINDINGS OF FACT".

23. CITY MANAGER'S REPORT

24. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

If a City Council Member is interested in a task or project, the City Council Member shall request that the item be agendized in this section.

25. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held October 9, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

28. SPONTANEOUS COMMUNICATIONS

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

29. NEW BUSINESS

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

30. PUBLIC HEARINGS

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

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

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

33. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held October 9, 2024
Department: City Clerk

Recommendation: Approve

34. SPONTANEOUS COMMUNICATIONS

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

35. NEW BUSINESS

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

A. Adopt a 45 Year Affordability Covenant Loss Mitigation Formula
Department: Administration

Recommendation: That the Authority Board provide staff direction regarding the adoption of a 45 Year Affordability Covenant Loss Mitigation Formula allowing former participants of the Property Rehabilitation Loan Program to sell their Affordable Units at a Market Rate Price.

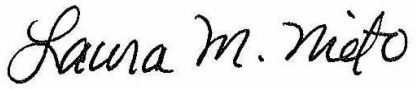
36. PUBLIC HEARINGS

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

37. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on November 13, 2024, be posted at the City Hall, Library, and Post Office on November 8, 2024.



Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 9, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:34 P.M.**

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

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

Absent: Councilmember H. Manuel Ortiz

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

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 5:35 p.m., the City Council met in Closed Session to discuss the following:

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

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

ACTION: Update provided, direction provided to staff; no reportable action (straws were drawn on August 28 amongst Councilmembers Breceda, Garcia, and Mayor Pro Tem Burrola, who each held conflicts with this matter. It was determined that Mayor Pro Tem Burrola may participate in discussing this matter).

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency Negotiator: Fernando Lopez, Housing Coordinator
Negotiating Parties: Rudolfo A. Dominguez, Trustee
Under Negotiation: Price and terms of payment

ACTION: Discussed, update provided; no reportable action (Councilmember Breceda and City Manager Miranda did not participate in this discussion due to potential conflicts of interest).

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

ACTION: Discussion held; direction provided to staff; no reportable action.

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation (Pursuant to Government Code Section 54956.9 (d) (4)

Number of Cases: One

ACTION: Information provided to the Council; some direction provided; no reportable action.

RECONVENE IN OPEN SESSION

At 6:40 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:42 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 9, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:38 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA

CITY MANAGER MIRANDA: City Manager Miranda noted that Item No. 35A relating to the Global Subordination Policy has been removed from tonight's agenda. Also, an item was added to the agenda to recognize Aria Burrola.

COUNCILMEMBER TRAVEL REPORTS None.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM BURROLA: Mayor Pro Tem Burrola thanked Recreation Manager Zepeda and the Recreation Department for its successful MariachiFest.

COUNCILMEMBER ORTIZ: Councilmember Ortiz requested that tonight's meeting be adjourned in memory of Alfredo Leyva.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

INTRODUCTION OF FINANCE TECHNICIAN SYLVIA TAPIA: INTRODUCTION OF FINANCE TECHNICIAN SYLVIA TAPIA

The introduction was made.

INTRODUCTION OF SERGEANT NICK LOPEZ: INTRODUCTION OF SERGEANT NICK LOPEZ

The introduction was made.

INTRODUCTION OF CORPORAL JAMES ARMSTRONG

INTRODUCTION OF CORPORAL JAMES ARMSTRONG

The introduction was postponed to a future meeting.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 18A
RECOGNITION OF IRWINDALE RESIDENT ARIA BURROLA

RECOGNITION OF IRWINADLE RESIDENT ARIA BURROLA

The presentation was made.

ITEM NO. 18B
INSIGHTS FROM YOUR WATER DISTRICT BY JOSE MARTINEZ, VALLEY COUNTY WATER DISTRICT

INSIGHTS FROM YOUR WATER DISTRICT BY JOSE MARTINEZ, VALLEY COUNTY WATER DISTRICT

The presentation was made.

MAYOR PRO TEM BURROLA

In response to a question by Mayor Pro Tem Burrola, Mr. Martinez advised that the Water District does not offer programs specifically for seniors, though it does offer programs for low-income households.

FRED BARBOSA

Fred Barbosa asked about the Water District's tree rebate program, to which Mr. Martinez indicated that the program provides participants up to five trees, and that it does not include height requirements.

ITEM NO. 18C
QUARTERLY LEGISLATIVE UPDATE FROM GONSALVES AND SON

QUARTERLY LEGISLATIVE UPDATE FROM GONSALVES AND SON

The update was presented.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar, reading ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Ortiz abstaining on Item No. 19A.

ITEM NO. 19A
MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD MARCH 13, 2024, AND SEPTEMBER 25, 2024

MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD MARCH 13, 2024, AND SEPTEMBER 25, 2024

The minutes were approved as presented; Councilmember Ortiz abstained.

ITEM NO. 19B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19C
APPROVE APPROPRIATION OF ASSET FORFEITURE FUNDS

APPROVE APPROPRIATION OF ASSET FORFEITURE FUNDS

RESOLUTION NO. 2024-78-3555
ADOPTED

Resolution No. 2024-78-3555, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT," was adopted.

ITEM NO. 19D
BIENNIAL CONFLICT OF INTEREST CODE UPDATE

BIENNIAL CONFLICT OF INTEREST CODE UPDATE

RESOLUTION NO. 2024-79-3556
ADOPTED

Resolution No. 2024-79-3556, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2022-93-3343 AND ESTABLISHING A CONFLICT-OF-INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS," was adopted.

ITEM NO. 19E
ADOPT A REVISED FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, THE IRWINDALE AQUATICS CENTER AND IRWINDALE PARKS

ADOPT A REVISED FACILITY & OPEN SPACE RENTAL POLICY FOR THE DAN DIAZ RECREATION CENTER, THE IRWINDALE AQUATICS CENTER AND IRWINDALE PARKS

RESOLUTION NO. 2024-80-3557
ADOPTED

Resolution No. 2024-80-3557, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RESCINDING RESOLUTION NO. 2024-16-3493 AND ADOPTING A REVISED FACILITY & OPEN SPACE RENTAL

POLICY FOR THE DAN DIAZ RECREATION CENTER, IRWINDALE AQUATICS CENTER, AND IRWINDALE PARKS," was adopted.

ITEM NO. 19F
AWARD OF CONTRACT FOR 2024 TOPOGRAPHIC AND HYDROGRAPHIC SURVEY PROJECT

AWARD OF CONTRACT FOR 2024 TOPOGRAPHIC AND HYDROGRAPHIC SURVEY PROJECT; P-1070

The City Council awarded a professional services contract in the amount of $148,500 to WestLand Group, Inc. for the Topographic and/or Hydrographic survey of seven (7) SMARA pits and the City Manager was authorized the execute the contract on behalf of the City, subject to approval as to form by the City Attorney.

ITEM NO. 19G
APPROVE THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES AND WAIVE FORMAL BIDDING PROCEDURES

APPROVE THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES AND WAIVE FORMAL BIDDING PROCEDURE

RESOLUTION NO. 224-81-3558
ADOPTED

Resolution No. 2024-81-3558, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF TWO (2) PUBLIC SERVICES FOR THE PUBLIC SERVICES MAINTENANCE DIVISION," was adopted.

ITEM NO. 19H
APPROVE AN APPROPRIATION TO INCREASE THE PART-TIME HOURS FOR IRWINDALE RECREATION

APPROVE AN APPROPRIATION TO INCREASE THE PART-TIME HOURS FOR IRWINDALE RECREATION

RESOLUTION NO. 2024-82-3559
ADOPTED

Resolution No. 2024-82-3559 entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025 ADOPTED BUDGET AND APPROPRIATING $45,000 TO THE RECREATION DIVISION BUDGET FOR THE ADDITIONAL 1,950 PART-TIME HOURS," was adopted.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

ABEL CASANOVA	Abel Casanova, from Assemblymember Rubio's Office, invited all to a job fair at the Dan Diaz Recreation Center scheduled for October 19.

NEW BUSINESS

ITEM NO. 21A RECEIVE UPDATE ON CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT AND PROVIDE DIRECTION TO STAFF RELATING TO THE LIBRARY CHAIRS	RECEIVE UPDATE ON CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT (PROJECT) AND PROVIDE DIRECTION TO STAFF RELATING TO THE LIBRARY CHAIRS (Continued from September 25, 2024)
COUNCILMEMBERS BRECEDA AND GARCIA AND CITY MANAGER MIRANDA	Councilmembers Breceda and Garcia and City Manager Miranda declared potential conflicts of interest on this item and exited the Council Chambers.
CITY LIBRARIAN BALLI	City Librarian Balli presented the staff report.
MAYOR AMBRIZ	Mayor Ambriz thanked Librarian Balli for the diligence she and her staff have shown throughout this process. He noted that residents had different ideas but are very happy with the final presentation.
COUNCILMEMBER ORTIZ	Councilmember Ortiz expressed his appreciation for those working on the Library project and stated that chairs selected look very nice.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola also thanked those involved in the project. He then asked when the project is scheduled to break ground, to which Librarian Balli indicated that staff currently estimates that the plans and specifications for the project will be considered by the Council in November, after which it would circulate for bids. The project is currently scheduled for completion by March 2026.
MOTION	A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to receive the update and direct staff to proceed with incorporating the TMC Algonquin Lounge Chair into the Library. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 21B SPEED HUMPS POLICIES, GUIDELINES, AND PROCEDURES	SPEED HUMPS POLICIES, GUIDELINES, AND PROCEDURES
COUNCILMEMBERS BRECEDA AND GARCIA AND CITY MANAGER MIRANDA	Councilmembers Breceda and Garcia and City Manager Miranda returned to the Council Chambers at 7:45 p.m.
DIRECTOR CHAN	Director Chan presented the staff report.
COUNCILMEMBER ORTIZ	In response to a question by Councilmember Ortiz, Director Chan explained that the process can be quite lengthy due to the procedures outlined in the guidelines that staff must adhere to, which include a street assessment, law enforcement follow up, and a traffic study.
COUNCILMEMBER GARCIA	Councilmember Garcia suggested the possibility of adopting an emergency ordinance to install speed humps where speeding motorists frequent and too few resident survey responses have been received. He noted that some streets have motorists performing “donuts” and generally causing problems in the neighborhood.
DIRECTOR CHAN	Director Chan stated that other traffic calming devices or strategies could be deployed depending on the circumstances, including conducting traffic education and employing additional police patrols.
FRED BARBOSA	Fred Barbosa suggested that speed humps be designed in a way to avoid affecting the availability of parking at street curbs. He suggested that surveys be sent to residents to gauge their interest in installing speed humps.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola noted that residents of Hidalgo and Martinez streets have expressed concern regarding speeding vehicles, and voiced concern that the children of some residents play in the streets. He added that residents on Nora are also concerned about speeding vehicles.
MOTION	A motion was made by Mayor Pro Tem Burrola for a survey to be sent to residents of Hidalgo and Martinez Streets to gauge their interest in having speed humps installed.
COUNCILMEMBER BRECEDA	Councilmember Breceda concurred with Mayor Pro Tem Burrola and advised that residents are concerned about speeding vehicles along Al Cruz Street in the middle of the night since there are no speed humps there nor are there vehicles parked there. He suggested possibly placing a decoy police vehicle at the street to deter speeders.

COUNCILMEMBER ORTIZ

Councilmember Ortiz noted that he has previously mentioned concerns from residents on Hidalgo and Juarez regarding speeding motorists and advised that surveys had previously been conducted, the results of which demonstrated that residents did not support speed humps. He suggested that the same process be undertaken again.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola also requested that the survey be included on the City website, to which City Manager Miranda stated that staff would look into the request, though he cautioned that having it on the website meant that any member of the public could participate in the survey, not just those living on the subject streets.

COUNCILMEMBER GARCIA

Councilmember Garcia suggested that the survey indicate that the Council does not wish to eliminate any parking availability, to which Mayor Pro Tem Burrola stated that he would prefer not to include the request in his motion.

DIRECTOR CHAN

Director Chan spoke about speed hump size requirements and how they are designed to avoid liability issues. He added that vehicles are generally not allowed to park next to speed humps, which may take some parking availability away.

CITY MANAGER MIRANDA

City Manager Miranda asked whether the curb could be painted red to avoid having individuals park their vehicles near speed humps, to which Director Chan advised speed hump designs usually include red curbs.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares suggested moving forward with the motion, including the stipulation that the Engineering Department conduct its analysis and that a survey be conducted amongst the residents living on the subject streets to determine whether a separate process is necessary for the installation of speed humps.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola reiterated that his motion was for a survey to be sent to residents of Hidalgo and Martinez Streets to gauge their interest in having speed humps installed.

ROLL CALL

The above-mentioned motion was seconded by Councilmember Ortiz and was unanimously approved.

PUBLIC HEARINGS

ITEM NO. 22A
APPROVE CANCELLATION OF FY 24/25 PROJECT IMPLEMENTATION

APPROVE CANCELLATION OF FY 2024-2025 PROJECT IMPLEMENTATION AND USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AND DEFER IT TO FY 2025-2026

AND USE OF CDBG FUNDING AND DEFER TO FY 25/26

FINANCE MANAGER DURAN — Finance Manager Duran presented the staff report.

OPEN PUBLIC HEARING — Mayor Ambriz opened the public hearing at 8:12 p.m.

CLOSE PUBLIC HEARING — There being no speakers, Mayor Ambriz closed the public hearing at 8:12 p.m.

RESOLUTION NO. 2024-77-3554 ADOPTED — **Resolution No. 2024-77-3554**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CANCELING PREVIOUSLY APPROVED FISCAL YEAR (FY) 2024-2025 PROJECT AND DEFERRING BOTH THE PROJECT IMPLEMENTATION AND USE OF ALLOCATED FUNDS FROM LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT TO FY 2025-2026," was adopted on the motion of Councilmember Garcia, seconded by Councilmember Breceda, and unanimously approved.

CITY MANAGER'S REPORT

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

1) Applications for the full time Office Specialist and Assistant Planner positions will be accepted beginning October 14, and applications for the the full time Maintenance Aide position will be accepted beginning October 21.
2) The Public Works Services Department has arranged for the bulky-item pickup event scheduled for October 11.
3) A free compost giveaway event hosted by Athens Services has been scheduled for October 12.
4) He also provided details on upcoming Recreation and Senior Center activities.
5) The San Gabriel Valley Mosquito Abatement and Vector Control District has scheduled mosquito control treatments for October 14-16.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

COUNCILMEMBER BRECEDA — Councilmember Breceda asked whether the homeowners along Citrus View Avenue can arrange to repair their street, since it's a private road. He also asked whether arrangements could be made for street sweeping services along the street.

CITY MANAGER MIRANDA

City Manager Miranda indicated that staff would look into the queries and get back to him.

COUNCILMEMBER BRECEDA

Councilmember Breceda also asked about placing street sweeper signage on Citrus View, to which City Manager Miranda stated that staff would also check on this request.

Councilmember Breceda then stated that he and Mayor Pro Tem Burrola have spoken about the vines at the home at the corner of Mountain and Shrode and asked whether a vine and irrigation could be installed there since the homeowner is having issues with vandalism, to which City Manager Miranda advised that the property is regulated under a “Conditions, Covenants, and Restrictions” type of agreement with the homeowner and advised that he and Housing Coordinator Lopez would revisit the site.

COUNCILMEMBER ORTIZ

Councilmember Ortiz requested an update on the portion of Azusa Canyon Road that seems to be sinking, to which City Manager Miranda advised that an update will be provided at the next meeting.

COUNCILMEMBER GARCIA

Councilmember Garcia requested that staff follow up with crews from the County of Los Angeles regarding the installation of a 4-way stop at the intersection of Shrode and Mountain Avenues, to which City Manager Miranda advised that staff would reach out regarding the request.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola expressed his optimism that the residents’ concerns would be resolved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:23 p.m., in memory of Alfredo Leyva.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 11/5/2024 12:06 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103122	ABSOL01	Absolute Security International, Inc.	10/24/2024	26,111.40
103123	ACCO01	ACCO Engineering Systems	10/24/2024	3,622.95
103124	AT&T02	AT & T	10/24/2024	34.45
103125	CINGULAR	AT & T Mobility	10/24/2024	1,772.97
103126	BAKER10	Bakers Man Production	10/24/2024	1,000.00
103127	BRECED04	Mark A. Breceda	10/24/2024	652.45
103128	BURROL07	Lorene Burrola	10/24/2024	75.00
103129	Cat Spec	Cat Specialities Inc	10/24/2024	213.05
103130	CHARTE01	Charter Communications	10/24/2024	1,077.01
103131	CINTAS	Cintas Corporation #693	10/24/2024	141.49
103132	CONCE01	Concentra	10/24/2024	328.00
103133	CPRSCA	CPRS Park & Recreation	10/24/2024	50.00
103134	CPS01	CPS HR Consulting	10/24/2024	1,053.50
103135	PMIDEN	Delta Dental Insurance Company	10/24/2024	628.01
103136	PMIDEN01	Delta Dental of California	10/24/2024	13,147.89
103137	EBSCOS	EBSCO Subscription Services	10/24/2024	197.76
103138	BATE01	Elior Inc.	10/24/2024	4,143.75
103139	ESPINO10	Iris Espino	10/24/2024	140.23
103140	FRONT01	Frontier Communications	10/24/2024	1,709.62
103141	GASTE01	Graciela Gastelum	10/24/2024	75.00
103142	GLENA01	Glenna Oliver 911WP	10/24/2024	399.99
103143	GUERR10	Adalberto Guerrero	10/24/2024	150.00
103144	1her	Carol Hernandez	10/24/2024	297.00
103145	HERNAN45	Jesus Hernandez	10/24/2024	69.23
103146	HOVE01	Armando Hovey	10/24/2024	500.00
103147	PADILLAM	Melissa Marez	10/24/2024	186.15
103148	MOBI02	Mobile Citizen, LLC	10/24/2024	1,026.65
103149	NATION23	National Union Fire Insurance	10/24/2024	731.82
103150	NORMAN02	Norman A. Traub Associates	10/24/2024	3,732.08
103151	NUNEZ01	Joe Nunez Jr.	10/24/2024	75.00
103152	OPTUM01	OptumRx, Inc.	10/24/2024	42,473.56
103153	ORKINP	Orkin Pest Control	10/24/2024	2,309.91
103154	PALACI01	Joanna Palacios	10/24/2024	300.00
103155	PART01	Party Pronto, Inc	10/24/2024	1,142.00
103156	PONCE04	Delicia Ponce	10/24/2024	100.00
103157	PONCE10	Lorraine Ponce	10/24/2024	450.00
103158	LEGAL03	Pre-Paid Legal Services, Inc.	10/24/2024	110.65
103159	RANCHO01	Rancho Duarte Florist	10/24/2024	148.87
103160	ROSENO	RSG Inc.	10/24/2024	2,481.25
103161	RUGG02	Mary Dolores Ruggio	10/24/2024	1,000.00
103162	SOUTH12	South Coast Repertory	10/24/2024	1,992.00
103163	STANDA03	Standard Insurance Company	10/24/2024	2,522.28
103164	STATEO01	State Of California	10/24/2024	128.00
103165	SULLYM	Sully-Miller Contracting Co.	10/24/2024	18,779.20
103166	TEDJOH	Ted Johnson Propane	10/24/2024	58.73
103167	TEXAS01	Texas Life Insurance Co.	10/24/2024	4,316.74
103168	URIBE01	Jasmine Angelica Uribe	10/24/2024	75.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103169	VALOR01	Valorence, LLC	10/24/2024	11,200.85
103170	VARGAS03	Jose Vargas	10/24/2024	108.62
103171	VISION01	Vision Service Plan - (CA)	10/24/2024	4,435.81
103172	VISION01	Vision Service Plan - (CA)	10/24/2024	1,881.39
103173	WALT01	Walters Wholesale Electric Co.	10/24/2024	684.70
103174	HDSUP01	WHITE CAP, L.P.	10/24/2024	127.04
103175	WILLDAN	Willdan Financial Services	10/24/2024	7,065.72
103176	CALIFO56	California State Disbursement Unit	10/31/2024	604.15
103177	CALIFO57	California State Disbursement Unit	10/31/2024	143.07
103178	FRANC06	Franchise Tax Board	10/31/2024	488.43
103179	ICEA	Irwindale City Employee Assoc.	10/31/2024	1,365.00
103180	LOSANG31	Los Angeles County Sheriff's Dept.	10/31/2024	103.28
103181	ALLK01	All Kinds of BBQ	10/31/2024	1,339.54
103182	AMERIFID	American Fidelity Assurance	10/31/2024	8,805.00
103183	AMERIC34	American Fidelity Assurance Co	10/31/2024	5,458.98
103184	AZUSALW	Azusa Light & Water	10/31/2024	567.12
103185	BARNEY	Barney's Locksmith Service	10/31/2024	16.37
103186	CALIFO02	California American Water	10/31/2024	3,163.10
103187	CACE	California Association of	10/31/2024	100.00
103188	CHARTE04	Charter Communicatons	10/31/2024	115.77
103189	CINTAS	Cintas Corporation #693	10/31/2024	523.69
103190	CITYOF11	City of Azusa	10/31/2024	5,059.47
103191	CONCE01	Concentra	10/31/2024	458.00
103192	DELONG	Delong Unlimited	10/31/2024	418.95
103193	GERMEN01	Sarah Gertmenian	10/31/2024	2,200.00
103194	HDLCOR	HdL Coren & Cone	10/31/2024	1,575.00
103195	IRWIND04	Irwindale Chamber Of Commerce	10/31/2024	11,250.00
103196	LEDEZMA	Erica Ledezma	10/31/2024	2,280.00
103197	LIEBERT	Liebert Cassidy Whitmore	10/31/2024	5,450.00
103198	LOPEZJ01	Jade Lopez	10/31/2024	58.40
103199	MIDAS	Manuel C Muratalla	10/31/2024	1,545.18
103200	PADILLAM	Melissa Marez	10/31/2024	599.70
103201	MOBI02	Mobile Citizen, LLC	10/31/2024	85.33
103202	NATION25	National Auto Fleet Group	10/31/2024	290,591.70
103203	ORKINP	Orkin Pest Control	10/31/2024	232.99
103204	PERME01	Permeco Inc.	10/31/2024	655.00
103205	PURCHA	Purchase Power	10/31/2024	2,034.49
103206	ACCOUN	Robert Half	10/31/2024	554.72
103207	SCFUELS	SC Fuels	10/31/2024	5,814.65
103208	GASCOM	SoCalGas	10/31/2024	209.26
103209	SOUTH09	Southern Computer Warehouse Inc,	10/31/2024	11,166.51
103210	STANDA01	Standard Insurance Co. RV	10/31/2024	448.45
103211	VARGAS03	Jose Vargas	10/31/2024	133.50
103212	YTIRES	Y Tire Sales	10/31/2024	30.00
103213	ACCO01	ACCO Engineering Systems	11/13/2024	2,556.00
103214	ALLCI01	All City Management Services, Inc	11/13/2024	1,086.30
103215	ASSA01	Assa Abloy Entrance System US Inc	11/13/2024	546.77
103216	BAKER01	Baker & Taylor Books	11/13/2024	762.09
103217	MIJACA	Balcon Holdings, Inc.	11/13/2024	260.00
103218	BILLST	Bill's Truck Repair, Inc.	11/13/2024	430.95
103219	BRITEW	BriteWorks, Inc.	11/13/2024	12,847.12
103220	Cat Spec	Cat Specialities Inc	11/13/2024	427.32
103221	DGINV01	Convergint Technologies LLC	11/13/2024	1,260.00
103222	COSTA01	Costar Realty Information, Inc.	11/13/2024	438.90
103223	DEPTOF02	County of LA Dept of Animal Care & Cont	11/13/2024	4,134.31
103224	COUNTY04	County of Los Angeles	11/13/2024	24,004.14
103225	LOSANG33	County of Los Angeles	11/13/2024	43,174.51

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103226	CRAFT01	Craftwater Engineering, Inc.	11/13/2024	1,485.00
103227	CWA01	CWA AIA, Inc	11/13/2024	2,782.35
103228	DAVIDE	David Evans & Associates Inc	11/13/2024	466.20
103229	DUDEK01	Dudek	11/13/2024	5,130.00
103230	ECORP01	ECORP Consulting, Inc.	11/13/2024	37,622.75
103231	FORENS01	Forensic Nurse Specialists, Inc.	11/13/2024	1,200.00
103232	GEOLOG	Geologic Associates	11/13/2024	36,576.70
103233	1Glendor	Glendora Chevrolet	11/13/2024	132.16
103234	Harvey	Harvey Consulting Group, Inc.	11/13/2024	10,200.00
103235	HASA01	Hasa Inc.	11/13/2024	1,659.73
103236	INTELL01	Intelli-tech, Inc.	11/13/2024	2,582.33
103237	KEYSTO	Keystone Uniform Depot	11/13/2024	1,038.89
103238	KIML01	Kimley-Horn and Associates, Inc.	11/13/2024	4,702.50
103239	KOSMON	Kosmont Companies	11/13/2024	14,045.20
103240	LANDSC	Landscape Warehouse III Inc.	11/13/2024	117.74
103241	LAWE01	Law Enforcement Medical Services, Inc.	11/13/2024	725.00
103242	LEWISE	Lewis Engraving, Inc.	11/13/2024	2,321.55
103243	LSA01	LSA Associates, Inc.	11/13/2024	470.00
103244	MIDAS	Manuel C Muratalla	11/13/2024	4,496.41
103245	MODEL01	Model 1 Commercial Vehicle, Inc.	11/13/2024	802.13
103246	NOVA01	Nova Geotechnical & Inspection Services -	11/13/2024	9,987.50
103247	OFFICE03	ODP Business Solutions, LLC	11/13/2024	1,887.17
103248	PLACE01	PlaceWorks, Inc.	11/13/2024	3,325.20
103249	PROPRINT	Pro Printing, Inc.	11/13/2024	862.28
103250	PROFOR01	ProForce Law Enforcement	11/13/2024	864.47
103251	SOUTH06	South Coast AQMD	11/13/2024	707.00
103252	LEES01	Chad A. Streelman	11/13/2024	176.40
103253	TRIANG01	Triangle Truck Parts	11/13/2024	21.04
103254	UNITED15	United Refrigeration Inc	11/13/2024	388.17
103255	UNITED11	United Site Services of CA Inc	11/13/2024	589.50
103256	V&V01	V & V Manufacturing, Inc.	11/13/2024	547.56
103257	WESTCO05	West Coast Arborists, Inc.	11/13/2024	3,018.40
103258	HDSUP01	WHITE CAP, L.P.	11/13/2024	83.49
103259	YTIRES	Y Tire Sales	11/13/2024	30.00
			Report Total (138 checks):	775,852.80

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 11/5/2024 12:07 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
103078	BURKEW	Burke, Williams & Sorensen	10/15/2024	8,025.00
103079	CALIFO56	California State Disbursement Unit	10/17/2024	604.15
103080	CALIFO57	California State Disbursement Unit	10/17/2024	143.07
103081	CALIFO58	California State Disbursement Unit	10/17/2024	100.00
103082	CITY01	City of Hope	10/17/2024	34.00
103083	FRANC06	Franchise Tax Board	10/17/2024	488.25
103084	IMEA	Irwindale Mgmt Employee Assoc.	10/17/2024	490.00
103085	IRWIND02	Irwindale Police Officers Assoc.	10/17/2024	2,968.00
103086	LOSANG31	Los Angeles County Sheriff's Dept.	10/17/2024	112.66
103087	ACUNA03	Luana Acuna	10/17/2024	165.39
103088	ALESHIRE	Aleshire & Wynder, LLP	10/17/2024	65,618.41
103089	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	10/17/2024	705.00
103090	AT&T06	AT & T	10/17/2024	1,716.29
103091	AT&TCI	c/o Cochran Investment Company AT&T	10/17/2024	16,110.84
103092	ATHE01	Athena Brands, LLC	10/17/2024	8,959.40
103093	ATHENS	Athens Services	10/17/2024	6,049.43
103094	BRINK02	Adriana Brinko	10/17/2024	75.00
103096	CARDEN01	Rudy Cardenas	10/17/2024	350.00
103097	CARLS01	Cory Carlson	10/17/2024	75.00
103098	CHARTE04	Charter Communicatons	10/17/2024	106.22
103099	CINTAS	Cintas Corporation #693	10/17/2024	150.37
103100	ESPINO09	Juan Espino	10/17/2024	250.00
103101	FACIO01	Kimberly Facio	10/17/2024	75.00
103102	FRONT01	Frontier Communications	10/17/2024	393.01
103103	GARTH01	Garth O Green Enterprises, Inc.	10/17/2024	3,638.15
103104	HOMEDE	Home Depot Credit Services	10/17/2024	3,794.46
103105	HULL01	Mary Hull	10/17/2024	144.72
103106	IRWIND21	Irwindale Hand Wash & Auto Detail	10/17/2024	1,239.58
103107	MAINTE01	Maintex	10/17/2024	189.63
103108	NICH01	Nichols Lumber & Hardware CO	10/17/2024	1,009.62
103109	OFFICE03	ODP Business Solutions, LLC	10/17/2024	1,187.37
103110	PETTYC05	City of Irwindale-Admin Petty Cash	10/17/2024	366.47
103111	RICOH01	Ricoh USA, Inc	10/17/2024	1,474.98
103112	SCFUELS	SC Fuels	10/17/2024	5,991.99
103113	SEMA02	SEMA INC	10/17/2024	1,719.90
103114	SCE02	Southern California Edison	10/17/2024	62,585.88
103115	verizonw	Verizon Wireless	10/17/2024	3,254.81
103116	VIDA01	Michael Vidal	10/17/2024	200.00
103117	WILL01	April Williams	10/17/2024	540.00
103118	ZEPEDA07	Priscilla Zepeda	10/17/2024	202.43
103119	BURKEW	Burke, Williams & Sorensen	10/17/2024	10,468.93
			Report Total (41 checks):	211,773.41

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
October 2024

Payroll Batch	428-10-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/3/24			
	11 City Council		1,731.15
	13 City Administrative Office		60,946.98
	14 Finance Department		30,404.26
	35 Police Department		205,156.81
	40 Recreation Department		33,094.24
	41 Aquatics Department		11,166.35
	42 Senior Citizens' Center		18,658.55
	44 Library		16,722.47
	51 Planning & Community Development		26,851.43
	52 Public Works - Engineering		25,793.94
	57 Public Works - Services		54,260.84
		Gross Payroll	484,787.02
		Required Deductions	(140,849.25)
		Voluntary Deductions	(22,129.83)
		Net Payroll	321,807.94

Payroll Batch	410-10-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/10/24			
	51 Planning & Community Development		12,721.55
		Gross Payroll	12,721.55
		Required Deductions	(4,716.19)
		Voluntary Deductions	(50.00)
		Net Payroll	7,955.36

Payroll Batch	412-10-24, 413-10-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/17/24			
	11 City Council		5,935.82
	13 City Administrative Office		60,946.99
	14 Finance Department		28,254.39
	35 Police Department		187,592.36
	40 Recreation Department		32,576.58
	41 Aquatics Department		8,914.14
	42 Senior Citizens' Center		19,544.62
	44 Library		16,519.11
	51 Planning & Community Development		23,312.86
	52 Public Works - Engineering		32,591.32
	57 Public Works - Services		55,032.29
		Gross Payroll	471,220.48
		Required Deductions	(136,723.98)
		Voluntary Deductions	(23,457.33)
		Net Payroll	311,039.17

Payroll Batch	426-10-24, 427-10-24, 429-10-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/31/24			
	11 City Council		1,731.15
	13 City Administrative Office		60,946.99
	14 Finance Department		28,833.19
	35 Police Department		210,145.95
	40 Recreation Department		34,839.57
	41 Aquatics Department		8,966.71
	42 Senior Citizens' Center		18,993.22
	44 Library		17,194.51
	51 Planning & Community Development		23,591.61
	52 Public Works - Engineering		30,199.06
	57 Public Works - Services		55,095.26
		Gross Payroll	490,537.22
		Required Deductions	(130,749.38)
		Voluntary Deductions	(22,397.27)
		Net Payroll	337,390.57

Electronic Payments

October 2024

October 1 - 31, 2024

Number	Vendor Name	Date	Amount
WFB 40	Fidelity National Title Company	10/3/2024	876,407.42
ACH	US Bank	10/10/2024	25,354.62
WFB 42	CJPIA Excess Pool	10/9/2024	2,519.48
WFB 43	Pacific Premier Bank	10/10/2024	1,257,489.00
WFB 44	2006 Sub Lien TA Refunding Bond	10/25/2024	1,310,117.86
WFB 45	Smart & Final	10/25/2024	14,250.00
		Report Total:	3,486,138.38

Item #19.C.

City of IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of $100,000 for Traffic Safety Education and Impaired driving enforcement

City Manager's Recommendation:

Adopt Resolution No. 2024-83-3560 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $100,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)",

Administrative Action:

Submitted by:

Christopher Hofford, Chief of Police

Prepared by:

Electronically Approved

Manny Campos, Police Sergeant

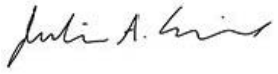
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Police Department ("IPD") applied and participated in a competitive grant process offered by the State of California Office of Traffic Safety (OTS). The Board of Directors approved the IPD's grant request in August of 2024 for $100,000.

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

The goal of the IPD is to reduce the number of injuries and deaths caused by drunk and impaired drivers and to improve the quality of life of those who drive the City's streets every day. It will also help officers enforce intersection takeovers by street racers.

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

Fiscal Impact:

There will be no fiscal impact to the General Fund, as the grant operations are fully funded through the Federal OTS grant in the amount of $100,000.

Attachments:

1. Resolution No. 2024-83-3560
2. Grant Agreement - PT25035 STEP Grant 2024-2025

RESOLUTION NO. 2024-83-3560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $100,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

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

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

WHEREAS, the Irwindale Police Department was approved for funding in the amount of one hundred thousand dollars ($100,000) through a grant by the OTS for the enforcement of drunk and impaired driving, distracted driving, court sting operations and providing educational presentations to the community. The program also seeks to prevent street racers through the City streets; and

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

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

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

SECTION 2. The City Council of the City of Irwindale hereby approves and accepts the grant of $100,000 from the State of California Office of Traffic Safety. The Fiscal Year 2024-2025 Office of Traffic Safety Federal Grant funds are hereby appropriated to be used for grant management and administration, and the implementation of educational and enforcement programs designed to deter drunk and impaired drivers. Of the $100,000 federal grant award, $90,040 will be overtime expenses, $5,000 will be for travel expenses, and $4,960 will be used for operating supplies and expenses during the grant period.

SECTION 3. The City Council hereby approves, and the City Manager is authorized to sign the 2024-2025 Selective Traffic Enforcement Program (STEP) Sub-recipient agreement between California Office of Traffic Safety (OTS) and the City of Irwindale, attached hereto as Exhibit "A". City staff are hereby authorized to take all steps necessary to carry out the intent and purposes of this resolution.

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

PASSED, APPROVED AND ADOPTED this 13th day of November, 2024

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I Laura Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-83-3560 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 13th day of November, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Irwindale

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Irwindale Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. In addition, the department will participate in community collaboration and engagement activities to engage in conversations regarding traffic safety with the community members.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $100,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Manuel Campos
TITLE: Sergeant
EMAIL: mcampos@irwindaleca.gov
PHONE: (626) 533-0718
ADDRESS: 5050 N. Irwindale Avenue
Irwindale, CA 91706

Manuel Campos — Sep 25, 2024
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Jose Vargas
Lieutenant
jvargas@irwindaleca.gov
(626) 430-2242
5050 N. Irwindale Avenue
Irwindale, CA 91706

Jose Vargas — Sep 26, 2024
(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: Jeanette Duran
Finance Manager
jduran@irwindaleca.gov
(626)430-2268
5050 N. Irwindale Avenue
Irwindale, CA 91706

Duran — Sep 25, 2024
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Barbara Rooney — Oct 1, 2024
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: E9J2S6RNLAC1 REGISTERED ADDRESS: 5050 N. Irwindale Avenue CITY: Irwindale ZIP+4: 91706-2133

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	$8,978.00
1906-25.1	20.611	0521-0890-101	2023	12/23	BA/23	$710.00
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	$11,841.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	$32,722.00
1906-25	20.611	0521-0890-101	2024	22/24	BA/24	$2,590.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	$43,159.00
				AGREEMENT TOTAL		**$100,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$100,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE Carolyn Vu (Sep 26, 2024 08:45 PDT)	DATE SIGNED Sep 26, 2024
	TOTAL AMOUNT ENCUMBERED TO DATE **$100,000.00**

1. PROBLEM STATEMENT

The City of Irwindale is located in the heart of the San Gabriel Valley—approximately 20 miles east of downtown Los Angeles—and since its 1957 incorporation, has continued to regularly experience rapid and progressive growth, now serving headquarters to over 700 businesses. These include major satellite offices for some of the country's most well-known companies (e.g., Southern California Edison, Huy Fong Foods/Sriracha Sauces, Ready Pac Produce, Home Depot, Charter Communications). Our small, thriving community is unique in the sense that its population count expands exponentially from 1,472 permanent residents to nearly 30,000 as daily public transit users commute in and out of the City during regular business hours. Irwindale has, in the past, been most frequently viewed as an industrial community due to its existing large-scale mining operations, along with mining related businesses and light/heavy manufacturing uses. We are also being impacted on the roadways due to high volume of new businesses in the City. Irwindale is comprised of several mining companies operating 24/7, all of whom require heavy equipment and semi-bottom dump trucks to travel among City streets, thereby also creating and contributing toward heavy congestion. On top of the aforementioned problems Irwindale continues to experience with traffic, residents from the cities of Bradbury, Duarte, Azusa, Covina, West Covina, Baldwin Park, El Monte regularly utilize Metro Gold line services.

Irwindale is directly surrounded by five to seven mid- to larger- cities that are heavily populated, with Irwindale Avenue and Arrow Highway serving as major thoroughfares that directly connect Los Angeles to the San Gabriel Valley. Throughout the past three years, the City has expanded its commercial district via rapid and ongoing construction of new warehouse buildings. As well, in March 2016, Irwindale began its implementation of the Metro Gold Line, which has presented some unanticipated challenges with regard to City traffic. The Metro Gold Line is a railway that extends from Pasadena Azusa; however, it also travels west toward Los Angeles' downtown Union Station before finally concluding at the City of East Los Angeles. Since the implementation of the Metro Gold Line within our jurisdiction, the Irwindale Police Department (IPD) has witnessed a significant increase in the volume of pedestrian and commuter traffic specific to this area. Additionally, local business owners and residents have expressed growing concerns due to rising homelessness rates impacting community trust and cohesion. In fact, three of the fatalities the City experienced in 2021 were homeless individuals who were struck and killed by the Gold Line during the early morning hours.

Data detailing the total number of fatal and injury crashes from 2020-2022 indicate a disturbing trend of rising DUI cases, particularly in 2020 when there were six fatalities and 40 victims injured as a result of alcohol abuse. While 2022 statistics do show that vast improvement has been made since then (two fatalities and six victims injured as a result of alcohol abuse), the legalization of marijuana use in California has conversely continued to increase DUI occurrence within the inner-city. Consequently, IPD has developed ARIDE training for its full- and part-time patrol officers to better assist them when handling DUI-related stops and traffic crashes. Increased commuter traffic has also caused congestion problems alongside Foothill Boulevard and Irwindale Avenue. Many commuters use the northern part of the San Gabriel Valley cities as an accessible route to downtown Los Angeles because of the heavily congested 210- and 605-freeways. A substantial majority of these congestions tend to occur along Foothill Boulevard, Irwindale Avenue, Arrow Highway, and Live Oak Avenue are during high-peak commute hours. Commuters use Arrow Highway, Live Oak Avenue, Foothill Boulevard, and Irwindale Avenue as a shortcut to bypass the 210- and 605-multiple freeway congestion, and related complaints have been most typically centered around speeding commuters, further confirmed through IPD's accumulated CAD/Stats and surveys.

At minimum, 28,518 individuals commute via the City's Live Oak Avenue and Arrow Highway main thoroughfare on a daily basis, earning its well-known reputation as an extremely high-volume traffic area with worsening congestion issues. Based on numerous statements made by adjacently located business owners, further compounded by an overwhelming influx of traffic crash reports completed by IPD at this precise intersection, there are multiple past instances in which drivers approaching the area have lost complete control of their vehicles before crashing into surrounding buildings. Unsurprisingly, this has resulted in devastating property damages that are both incredibly costly and time-intensive to fully repair. Police reports for crashes at the Live Oak/Arrow Highway intersection from 2019-2022 were compiled, as a

result, so that the City had the ability to conduct a much-needed safety analysis. It was reported that there was one crash in 2019, one crash in 2020, five crashes in 2021, and one crash during the first month of 2022. In total, this adds up to eight crashes occurring over a four-year timespan at just one of Irwindale's main business intersections. An evaluative summary of these eight crashes was developed, considering important factors including lighting, crash types, crash-preceding movement, sobriety, etc. An unanticipated finding was that most crashes occurred when the weather was clear, roadway surface dry, and no unusual roadways present. As well, seven of them occurred during nighttime hours when it was dark, with streetlights available for visibility. Three prevalent factors remained pervasive throughout these incidents: DUI, Unsafe Speed, and Unsafe Turns. All eight cases exhibited observable patterns along the north leg of Arrow Highway towards the intersection and involved a single driver so that factors generating vehicle-to-vehicle crashes (e.g., poor sight distance. signal operations) could therefore be conclusively ruled out. Instead, recurring characteristics the study analysis identified as having the most direct contribution to prevailing frequencies:
Poor visibility, as nearly all crashes occurred at night.

Speeding on southbound Arrow Highway, as most reported crashes involved unsafe speed as either a primary or associated factor. A sharp curve on southbound Arrow Highway that was unexpected as drivers approached Live Oak Avenue, failing to make the right turn curve approach correctly to the signalized intersection. Consequently, over 84% of crashes involved hitting the center medians, which is consistent with the design of the intersection approach.

When drafting the City's Safety Element as part of its updated General Plan in 2023, an overwhelming majority of Irwindale residents and those employed full-time by the City (comprising nearly 80% of survey participants) reported not feeling safe and increasingly fearful of potential injury/fatalities from occurring when walking or biking—in particular, along Arrow Highway. Additionally, this data provides some context as to why (between 2017 and 2022), Irwindale experienced a combination of 1,884 pedestrian/bicycle crashes well within its own individual jurisdictional boundaries. A five-year query/map analysis conducted by California's Statewide Integrated Traffic Records System (SWITRS) also revealed that in total, an alarming 1,318 victims in Irwindale were in some way affected, with 22 deaths and 771 hospitalizations resulting from serious injuries caused by auto crashes.

Further impacting traffic congestion within the City are the large events (e.g., movie filming) taking place at Irwindale Raceway Center. Every Thursday, the City features a popular drag racing show at the Irwindale Speedway and once it concludes, these race cars have a frequent tendency to then migrate in large groups onto Irwindale's busiest streets and intersections, causing serious problems that are only compounded once the Speedway hosts holiday-related functions throughout the entire month of December. When this happens, Irwindale is bombarded by traffic-related issues as a result of the Raceway Center's Christmas Lights Show as it routinely attracts several thousands of people with each individual showing. During holiday season, the City not only features drag races on Thursdays but also extends its services to offer oval track racing over the weekends.

Outside of the holidays, listed events at the Irwindale Speedway range far and wide in between from Mooneyes to the Color Run 3K/5K, drawing in crowds of up to 15,000-20,000 of new pedestrians and tourists who are visiting the City and ultimately effect vehicle congestion. In the course of these events, Live Oak Avenue is a particularly affected and heavily congested street, with crashes now occurring on the norm. Because of the congestion, people park along the north and south side of Live Oak Avenue, which in turn creates new difficulties for pedestrians trying to walk alongside the roadway. As a result of such developments, OTS rankings for Irwindale from 2017-2021 have been quite alarming: ranked markedly worst (1/31) among OTS' Group G for highest volume of pedestrian crashes/fatalities. Other large-scale events specific to Irwindale with a high likelihood for causing traffic hazard:
Renaissance Faire – At least 14 auto crashes resulting from alcohol-related crashes
Local Brewery - Hosts concerts at its facilities and requires fans to park across the street from Irwindale Avenue (one of the busiest streets in the City), causing 19 crashes from pedestrians jaywalking and/or failing to obey the signs posted throughout the event center
Fourth of July Parade in downtown Irwindale – Approximately 27 injured due to crashes/crashes
Walking of our Lady of Guadalupe Virgin Mary and National Night Out, which requires closures of City streets – Approximately 43 injured due to crashes/crashes

Irwindale Avenue and Vincent Avenue are two main streets that connect the northern part of the San Gabriel Valley Cities to the West Covina Mall, which is the only mall in the area and attracts thousands of people on the daily. Across from the mall is the Los Angeles County Superior Court, East District. Irwindale Avenue is the primary pathway and course of travel from northern cities in the San Gabriel to the courthouse. IPD also prepares its officers with certified SFSTs by utilizing them during the proposed grant operations to help curb the potential for injury related DUI traffic crashes, especially when compared to OTS statistics/rankings from years prior.

Irwindale PD was able to send two full-time patrol officers to ARIDE certification courses, while continuing to re-certify those officers and new officers to our department. This past year, we experienced over 15 traffic complaints from residents and business owners in the 5000 block of Irwindale Avenue. To bring some comprehensive education to the community, we borrowed West Covina Police Department's traffic speed trailer to give commuters an idea on how fast they are traveling through a 35 MPH zone. After IPD was able to purchase several of its own traffic speed trailers this past year, we've received a great deal of positive feedback from the community and business owners reporting that traffic has since slowed down.

2. PERFORMANCE MEASURES

A. Goals:

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

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2

6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
11. Conduct DUI Saturation Patrol operation(s).	14
12. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	2
13. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	9
14. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
15. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
16. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
17. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	3
18. Participate in highly visible collaborative DUI Enforcement operations.	4
19. Participate in highly visible collaborative Traffic Enforcement operations.	4
20. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
21. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	3
22. Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

<u>Media Requirements:</u>

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

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

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

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

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

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

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

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
1906-25	20.611	Racial Profiling Prohibition Grants	$3,300.00
402PT-25	20.600	State and Community Highway Safety	$41,700.00
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$55,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$9,000.00	2	$18,000.00
DUI Saturation Patrols	164AL-25	$1,700.00	14	$23,800.00
Warrant Service Operations	164AL-25	$1,500.00	2	$3,000.00
Collaborative DUI Enforcement	164AL-25	$1,500.00	4	$6,000.00
Benefits for 164AL OT @ 1.45%	164AL-25	$50,800.00	1	$737.00
Traffic Enforcement	402PT-25	$1,550.00	9	$13,950.00
Distracted Driving	402PT-25	$1,250.00	2	$2,500.00
Motorcycle Safety	402PT-25	$1,250.00	2	$2,500.00
Pedestrian and Bicycle Enforcement	402PT-25	$1,250.00	3	$3,750.00
Street Racing and Sideshow Enforcement Operations	402PT-25	$2,000.00	2	$4,000.00
Collaborative Traffic Enforcement	402PT-25	$1,250.00	4	$5,000.00
Traffic Safety Educational Presentations	402PT-25	$1,000.00	3	$3,000.00
Benefits for 402PT OT @ 1.45%	402PT-25	$34,700.00	1	$503.00
Community Collaboration Engagement	1906-25	$1,084.33	3	$3,253.00
Benefits for 1906 OT @ 1.45%	1906-25	$3,253.00	1	$47.00
Category Sub-Total				$90,040.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$5,000.00	1	$5,000.00
				$0.00
Category Sub-Total				$5,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	$3,463.00	1	$3,463.00
Educational Materials	402PT-25	$1,497.00	1	$1,497.00
Category Sub-Total				$4,960.00
F. INDIRECT COSTS				
				$0.00

Category Sub-Total				$0.00
GRANT TOTAL				**$100,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations - Overtime for grant funded Warrant Service Operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Benefit breakdown: Medicare @ 1.45%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits for 402PT OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Benefit breakdown: Medicare - 1.45%
Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.
Benefits for 1906 OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Benefit breakdown: Medicare - 1.45%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).

Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

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

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

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

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

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

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

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

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

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

GRANT DETAILS	
Grant Number:	PT25035
Agency Name:	Irwindale Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$100,000.00
Authorizing Official:	Jose Vargas
Fiscal Official:	Jeanette Duran
Grant Director:	Manuel Campos

CURRENT GEMS USER(S)

1. Manuel Campos

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

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

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
mcampos@irwindaleca.gov	6268482035
Email address	Phone number
Form completed by: Manuel Campos Manuel Campos (Sep 25, 2024 16:46 PDT)	Date: Sep 25, 2024

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

Manuel Campos Manuel Campos (Sep 25, 2024 16:47 PDT)	Manuel Campos
Signature	Name
Sep 25, 2024	Grant Director
Date	Title

Grant Agreement - PT25035

Final Audit Report 2024-10-01

Created:	2024-09-25
By:	Stephanie Spaid (stephanie.spaid@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzVD2HVNWlC_Zr25umwWnNs87en45SCr0

"Grant Agreement - PT25035" History

Document created by Stephanie Spaid (stephanie.spaid@ots.ca.gov)
2024-09-25 - 3:12:23 PM GMT

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2024-09-25 - 3:12:32 PM GMT

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2024-09-25 - 11:41:34 PM GMT

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2024-09-25 - 11:46:10 PM GMT

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2024-09-25 - 11:47:52 PM GMT

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2024-09-26 - 1:28:14 AM GMT

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2024-09-26 - 1:28:18 AM GMT

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2024-09-26 - 3:04:28 PM GMT

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2024-09-26 - 3:05:29 PM GMT

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2024-09-26 - 3:05:42 PM GMT

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2024-09-26 - 3:45:43 PM GMT

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2024-10-01 - 6:04:39 PM GMT

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Signature Date: 2024-10-01 - 6:04:50 PM GMT - Time Source: server

Agreement completed.
2024-10-01 - 6:04:50 PM GMT

Item #19.D.

City of IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of $135,000 for Traffic Records Improvement Project (TRIP)

City Manager's Recommendation:

Adopt Resolution No. 2024-84-3561 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $135,000 FOR THE TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)",

Administrative Action:

Submitted by:

Chris Hofford, Chief of Police

Prepared by:

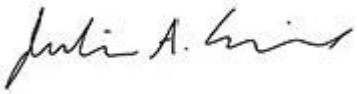
Manny Campos, Police Sergeant — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:



Julian A. Miranda, City Manager

Background and Analysis:

The Irwindale Police Department ("IPD") applied and participated in a competitive grant process offered through the California Office of Traffic Safety (OTS). The Board of Directors approved IPD's grant request in August of 2024 for $135,000.

The funding program titled, Traffic Records Improvement Project (TRIP), will fund and implement a new electronic crash reporting solution or upgrade an existing electronic crash reporting solution to allow for submission of complete crash reports to California's Statewide Integrated Traffic Records System (SWITRS) and/or to a departmental records management system (RMS), as applicable.

The program will also fund and implement a new complete electronic citation reporting solution or upgrade that includes the capability of exporting data to both a departmental records management system (RMS) and to the local court records system, where the local court can receive electronic citation data. The new system aims to reduce paperwork, improve officer efficiency, and minimize errors, ultimately speeding up court processing times by enhancing officer productivity.

The TRIP grant will support the Irwindale Police Department with featured advanced tools for analyzing crash trends, generating reports with charts and summaries, and mapping incidents using platforms like Google Earth or GIS software.

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

Fiscal Impact:

There will be no fiscal impact to the General Fund, as the grant operations are fully funded through the Federal OTS grant in the amount of $135,000.

Attachments:

1. Resolution No. 2024-84-3561
2. Irwindale - TR25012 - TRIP Grant Agreement

RESOLUTION NO. 2024-84-3561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) SUB-RECIPIENT AGREEMENT BETWEEN THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $135,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF A TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)

WHEREAS, the Irwindale Police Department is committed to enhancing public safety by implementing effective tools and technology for traffic management, enforcement, and education; and

WHEREAS, the Irwindale Police Department applied for and was awarded a competitive grant through the State of California Office of Traffic Safety to support the implementation of innovative data-driven traffic enforcement and reporting systems; and

WHEREAS, the Irwindale Police Department has been approved for $135,000 in grant funding from the State of California Office of Traffic Safety to develop and implement an integrated Traffic Records Improvement Project (TRIP), including electronic crash and citation reporting solutions; and

WHEREAS, this program will enhance traffic enforcement by reducing the number of traffic injuries and fatalities and improving the accuracy and timeliness of crash and citation data submission to the Statewide Integrated Traffic Records System (SWITRS) and the department's records management system (RMS); and

WHEREAS, the grant activities will include procuring, installing, and implementing both crash and citation reporting solutions, providing training to staff, and ensuring the secure transmission of traffic data for analysis and enforcement purposes.

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

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

SECTION 2. The City Council of the City of Irwindale hereby approves and accepts the grant funds of $135,000 from the State of California Office of Traffic Safety to be used for the development, implementation, and administration of the Traffic Records Improvement Project (TRIP). The FY 2024-2025 Office of Traffic Safety Federal Grant funds are hereby appropriated to be used for grant management and administration, and the implementation for Traffic Records Improvement Project (TRIP), which include upgrade of existing electronic crash reporting solution to report crash reports to

California's Statewide Integrated Traffic Records System (SWITRS), and/or to departmental records management system (RMS) as applicable. Additionally, the purchase and implementation of a new and complete electronic citation reporting solution with the capability of reporting solution that includes the capability of exporting data to both a departmental records management system (RMS) as well as to local court records system to be received electronically.

SECTION 3. The City Council hereby approves, and authorizes the City Manager to sign and execute the 2024-2025 Traffic Records Improvement Project (TRIP) Sub-recipient Agreement between the California Office of Traffic Safety and the City of Irwindale, attached hereto as Exhibit "A." City staff are hereby authorized to take any additional steps necessary to implement the intent and purposes of this resolution.

SECTION 4. The Irwindale Police Department shall monitor the program's progress throughout the grant period, ensuring timely data collection and reporting as required by the California Office of Traffic Safety. This includes submitting quarterly performance and financial reports to the California Office of Traffic Safety and collecting data to evaluate the program's effectiveness in achieving the stated goals of reducing traffic injuries and fatalities.

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

PASSED, APPROVED, AND ADOPTED this 13th day of November, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-84-3561 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 13th day of November 2024, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSTAIN:	Councilmembers:
ABSENT:	Councilmembers:

_____
Laura M. Nieto, MMC

Chief Deputy City Clerk

1. GRANT TITLE
Traffic Records Improvement Project

2. NAME OF AGENCY
Irwindale

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Irwindale Police Department

5. GRANT DESCRIPTION
State and local agencies need timely, accurate, complete, uniform, integrated, and accessible traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to improve the quality of the State's crash and citation data through various efforts such as: purchasing equipment or software for electronic reporting of crash data, citation data reporting and collection, improving the compatibility of crash and/or citation data with the state and national data systems, enhancing the ability to analyze trends in crashes, crash outcomes, and contributing factors, etc.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $135,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Manuel Campos
TITLE: Sergeant
EMAIL: mcampos@irwindaleca.gov
PHONE: (626) 533-0718
ADDRESS: 5050 N. Irwindale Avenue
Irwindale, CA 91706

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Jose Vargas
TITLE: Lieutenant
EMAIL: jvargas@irwindaleca.gov
PHONE: (626) 430-2242
ADDRESS: 5050 N. Irwindale Avenue
Irwindale, CA 91706

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Jeanette Duran
TITLE: Finance Manager
EMAIL: jduran@irwindaleca.gov
PHONE: (626)430-2268
ADDRESS: 5050 N. Irwindale Avenue
Irwindale, CA 91706

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: E9J2S6RNLAC1 REGISTERED ADDRESS: 5050 N. Irwindale Avenue CITY: Irwindale ZIP+4: 91706-2133

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$135,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$135,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$135,000.00**		

1. PROBLEM STATEMENT

The City of Irwindale is located in the heart of the San Gabriel Valley—approximately 20 miles east of downtown Los Angeles—and since its 1957 incorporation, has continued to regularly experience rapid and progressive growth, now serving headquarters to over 700 businesses. These include major satellite offices for some of the country's most well-known companies (e.g., Southern California Edison, Huy Fong Foods/Sriracha Sauces, Ready Pac Produce, Home Depot, Charter Communications). Our small, thriving community is unique in the sense that its population count expands exponentially from 1,472 permanent residents to nearly 30,000 as daily public transit users commute in and out of the City during regular business hours. Irwindale has, in the past, been most frequently viewed as an industrial community due to its existing large-scale mining operations, along with mining related businesses and light/heavy manufacturing uses. Contributing to Irwindale's perception as an industrial town is the large concentration of open-yard businesses found in the City. And indeed, while the sand and gravel industry do remain a moving force within the City's economy—United Rock, Hanson Aggregates, Robertson's Ready Mix, and Vulcan just to name a few—there is little doubt that Irwindale is undergoing a renaissance: transitioning from a mining-oriented community to a manufacturing and high-tech-based, modern suburban City. With the final completion of the Irwindale Business Center and timely arrival of companies such as Southern California Edison, Davis Wire, Nu-Way Industries, Sparkletts, Jacmar Food Service, and Irwindale Speedway and Brew Yard, the City has quite clearly demonstrated its keen ability to both attract and retain businesses/commercial activities of a very dynamic, diverse nature.

At minimum, 28,518 individuals commute via the City's Live Oak Avenue and Arrow Highway main thoroughfare on a daily basis, earning its well-known reputation as an extremely high-volume traffic area with worsening congestion issues. Based on numerous statements made by adjacently located business owners, further compounded by an overwhelming influx of traffic crash reports completed by IPD at this precise intersection, there are multiple past instances in which drivers approaching the area have lost complete control of their vehicles before crashing into surrounding buildings. Unsurprisingly, this has resulted in devastating property damages that are both incredibly costly and time-intensive to fully repair. Police reports for crashes at the Live Oak/Arrow Highway intersection from 2019-2022 were compiled, as a result, so that the City had the ability to conduct a much-needed safety analysis. It was reported that there was one crash in 2019), one crash in 2020, five crashes in 2021, and one crash during the first month of 2022. In total, this adds up to eight crashes occurring over a four-year timespan at just one of Irwindale's main business intersections. An evaluative summary of these eight crashes was developed, considering important factors including lighting, crash types, crash-preceding movement, sobriety, etc.

An unanticipated finding was that most crashes occurred when the weather was clear, roadway surface dry, and no unusual roadways present. As well, seven of them occurred during nighttime hours when it was dark, with streetlights available for visibility. Three prevalent factors remained pervasive throughout these incidents: DUI, Unsafe Speed, and Unsafe Turns. All eight cases exhibited observable patterns along the north leg of Arrow Highway towards the intersection and involved a single driver so that factors generating vehicle-to-vehicle crashes (e.g., poor sight distance. signal operations) could therefore be conclusively ruled out. Instead, recurring characteristics the study analysis identified as having the most direct contribution to prevailing frequencies:
Poor visibility, as nearly all crashes occurred at night.

Speeding on southbound Arrow Highway, as most reported crashes involved unsafe speed as either a primary or associated factor. A sharp curve on southbound Arrow Highway that was unexpected as drivers approached Live Oak Avenue, failing to make the right turn curve approach correctly to the signalized intersection. Consequently, over 84% of crashes involved hitting the center medians, which is consistent with the design of the intersection approach.

It is also worth noting that whilst drafting the City's Safety Element as part of its updated General Plan in 2023, an overwhelming majority of Irwindale residents and those employed full-time by the City (comprising nearly 80% of survey participants) reported not feeling safe and increasingly fearful of potential

injury/fatalities from occurring when walking or biking—in particular, along Arrow Highway. Additionally, this data provides some context as to why (between 2017 and 2022), Irwindale experienced a combination of 1,884 pedestrian/bicycle crashes well within its own individual jurisdictional boundaries. A five-year query/map analysis conducted by California's Statewide Integrated Traffic Records System (SWITRS) also revealed that in total, an alarming 1,318 victims in Irwindale were in some way affected, with 22 deaths and 771 hospitalizations resulting from serious injuries caused by auto crashes.

An evaluative summary of these crashes was thus developed, considering important factors including lighting, crash types, crash-preceding movement, sobriety, etc. An unanticipated finding was that most crashes occurred when the weather was clear, roadway surface dry, and no unusual roadways present. As well, many of them occurred during nighttime hours when it was dark, with streetlights available for visibility. Three prevalent factors remained pervasive throughout these incidents: DUI, Unsafe Speed & Lane Change, and Improper Turning Movements.

Protecting the City and its residents, IPD is a progressive law enforcement agency with a full-time staff consisting of 26 individuals and 1 part-time officer, totaling 27 officer positions that's funded by the City of Irwindale annual fiscal budget. As a result, IPD finds itself deeply committed to regularly providing the high-quality services its citizens need, not to mention the City's thriving commercial merchants, community-based organizations/nonprofits, district-area schools/learning centers. IPD's current RMS was first put into place a quarter century ago with full installment completed in 1997. Since then, repeated dysfunctions have made it unable to serve the modern-day reporting needs of our law enforcement agency. This is due to several factors, including but not limited to a system that is:
Outdated and inefficient;
Suffering from numerous reliability issues; and
No longer in possession of a service warranty, which in turn puts massive strain on IPD's IT existing resources.
City traffic dispatching and issuing of citations or tickets are facilitated by the RMS system and other police-related computer software to provide a Public Safety Answering Point for all police and fire emergency service via the NextGen 9-1-1 System. Supporting this need is key to fulfilling important public safety objectives listed in the City's most recent strategic plan and defined as "possessing the wherewithal to develop a traffic analysis system to strategically deploy resources and provide the public with increased transparency and clarity around crime and traffic statistics."

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

B. Objectives:	**Target Number**
1. Purchase and implement a new electronic crash reporting solution or upgrade an existing electronic crash reporting solution to allow for submission of complete crash reports to the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS), and/or to a departmental records management system (RMS) as applicable.	1
2. Purchase and implement a new complete electronic citation reporting solution or upgrade an existing electronic citation reporting solution that includes the capability of exporting data to both a departmental records management system (RMS) as well as to the local court records system, if and when the local court can receive electronic citation data.	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- Determine specific system requirements.
- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic crash reporting system with the following functionalities:
    - System licensing with installation and training.
    - GIS based mapping.
    - Segment crash diagraming tool.

- Ability to create or import crash reports.
- Ability to import and export agency RMS files.
- Ability to perform complete analysis of crash reports.
- Secure database accessible by appropriate agency personnel.
- Ability to export complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.

- Procure an electronic citation system with the following functionalities:
  - System licensing with installation and training.
  - Ability to import and export to agency RMS files.
  - Ability to perform complete analysis of citation reports.
  - Secure database accessible by appropriate agency personnel.
  - Ability to export complete citation reports to the local county court.

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

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

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

- Prepare and submit grant claims invoice (due January 30, April 30, July 30, and October 30).
  - Successful project completion and confirmation of successful electronic transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.
- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
  - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
  - Provide a summary of quarterly accomplishments and explanations for objectives not completed.
  - Collect, analyze, and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-25	20.616	State Traffic Safety Information System Improvements	$135,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Complete Traffic Crash and Electronic Citation Data Collection System	405c TR-25	$135,000.00	1	$135,000.00
Category Sub-Total				$135,000.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$135,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Complete Traffic Crash and Electronic Citation Data Collection System - A combination traffic crash and electronic citation data collection system will handle both traffic crash and traffic citation data collection and processing. The traffic crash database system will collect, analyze, and display crash and enforcement data, including a full featured module for analysis, allowing queries for top ranking lists of locations, breakdowns by cause, type, injury, conditions, and many other attributes. Queries and Reports will be provided in a variety of formats including pie charts, bar charts, and summaries. The system provides for crash mapping on Google Earth, ESRI GIS, or similar mapping products. Costs may include laptop/desktop computers, software and licenses, printers, accessories, training, and associated shipping and taxes. The traffic citation system will collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs may include the purchase of electronic citation devices, mag-strip readers, fingerprint readers, audio recorders, cameras, docking/charging stations, laptop/desktop computers, software, licenses, printers, accessories, training, and associated shipping and taxes.
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

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

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

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

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

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

BUY AMERICA
(applies to subrecipients as well as States)

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

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of a Joint Powers Authority Agreement to join the Public Risk Innovation, Solutions, and Management ("PRISM") Authority for Benefits for City Employees

City Manager's Recommendation:

Adopt Resolution No. 2024-91-3568 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A JOINT POWERS AUTHORITY AGREEMENT TO JOIN THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ("PRISM") AUTHORITY AND DELEGATING AUTHORITY TO THE CITY MANAGER TO ACT ON BEHALF OF THE CITY COUNCIL IN MATTERS RELATED TO THE JPA."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

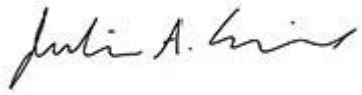
Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:



Julian A. Miranda, City Manager

Background and Analysis:

For several decades, the City has partnered with USI Insurance Services as its broker to negotiate terms and rates for dental, vision, life, and accidental death and dismemberment (AD&D) insurance benefits for City employees. The City covers the entire premium cost for dental and vision insurance for employees and their eligible dependents, in addition to providing basic life and AD&D coverage for employees.

The Human Resources Department regularly evaluates the City's employee benefit plans to ensure a competitive benefits package while ensuring cost efficiency. As part of this review, Human Resources consulted with other benefit brokers, including Alliant Insurance Services ("Alliant"). Alliant is a full-service benefits consulting firm based in Southern California, with additional offices in several other states. The California Joint Powers Insurance Authority (JPIA) currently engages Alliant in administering property, crime, and special event insurance programs, which familiarizes City staff with their services.

Alliant conducted a marketing effort on behalf of the City to seek quotes for dental, vision, life, and AD&D insurance coverage directly from various carriers and through the Public Risk Innovation, Solutions, and Management ("PRISM") program. PRISM offered rates approximately 6% lower annually, resulting in estimated savings of about $26,600 for the 2025 calendar year while maintaining the same level of dental and vision benefits with the current carriers and provider networks (Delta Dental and VSP). The life and AD&D benefits will continue at the same levels but will transition to a new carrier within the PRISM pool. These changes are set to take effect on January 1, 2025.

Established in 1979, PRISM is a risk-sharing pool for California public agencies, offering comprehensive insurance coverage, resources, and support services to assist members in effectively managing their insurance programs. By participating in PRISM, the City can join with other public agencies in California to bundle premium rates, leading to reduced costs for the City.

Given PRISM's 40-year history of providing stable, secure, and flexible programs for California public agencies, it presents a reliable option for the City. Currently, PRISM includes 95% of counties, 70% of cities, numerous educational organizations, special districts, housing authorities, fire districts, and 27 other Joint Powers Authorities.

To formally join PRISM, the City must adopt a resolution expressing its intent, approve the Joint Powers Agreement (JPA), and delegate authority for staff to manage matters related to the City's participation in PRISM. It is recommended that the City Manager be designated to oversee these matters. Any actions required by the JPA that necessitate formal City Council approval will be presented to the Council for consideration and direction.

Fiscal Impact:

There is no cost to join the PRISM Program. Alliant, through PRISM, was able to lower the annual cost of benefits by approximately 6.2% at an approximate savings of $26,600 for the 2025 calendar year, while maintaining the same level of employee benefits.

Attachments:

1. Resolution No. 2024-91-3568

RESOLUTION NO. 2024-91-3568

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A JOINT POWERS AUTHORITY AGREEMENT TO JOIN THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ("PRISM") AUTHORITY AND DELEGATING AUTHORITY TO THE CITY MANAGER TO ACT ON BEHALF OF THE CITY COUNCIL IN MATTERS RELATED TO THE JPA

WHEREAS, the City of Irwindale ("City") wishes to join the Public Risk Innovation, Solutions, and Management "PRISM" Authority ("Authority") for certain employee insurance benefits; and

WHEREAS, the Authority has determined that it is necessary for each member of the Authority to delegate to a person[s] or position[s] authority to act on the member's behalf in matters relating to the member and the Authority; and

WHEREAS, in order to ensure a person or position is delegated with authority to act on the member's behalf in matters relating to the member and the Authority, action by the member's governing body is necessary; and

WHEREAS, except as to those actions that must be approved by the City Council, such delegation of authority is necessary in order to carry out the purposes and functions of the Authority with its members; and

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

SECTION 1. **Recitals.**

The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. Except as to actions that must be approved by the City Council, the City Manager is hereby appointed to act in all matters relating to the member and the Authority.

SECTION 3. The City Manager is authorized to execute the Joint Powers Agreement as last amended June 30, 2020, attached hereto as Exhibit A.

SECTION 4. Certification.

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

PASSED, APPROVED AND ADOPTED this 13th day of November 2024.

_____

Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-91-3568 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 13th day of November 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020

JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, which has executed this Agreement, and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"**Participating public entity**" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss, which exceeds the joint funding capacity of that program.

ARTICLE 2
PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3
PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4
TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5
CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 6
POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.

(h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

(c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

(e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund.

(o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12
COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13
STAFF

(a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS

(a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:

(1) Workers' compensation;

(2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;

(3) Comprehensive automobile liability;

(4) Hospital malpractice liability;

(5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Premium Surcharge**

(i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

(ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

(iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15
ACCOUNTS AND RECORDS

(a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.

(b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.6, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.

(3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.

(d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.

(c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.

(e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.

(f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.

(g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.

(c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.

(e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19
NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20
WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.

(b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.

(2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium, which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.

(d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.

(b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

ARTICLE 30
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32
FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE:_____ MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:

Item #19.F.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Proposed Personnel Adjustments

City Manager's Recommendation:

Authorize the proposed personnel adjustments as outlined in this report by adopting Resolution No. 2024-90-3567 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-76-3553, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Elizabeth Rodriguez, Public Services Director

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Proposed Personnel Adjustments

Public Services

The Public Services Department recommends defunding the Janitor position and reallocating resources to fund an additional Maintenance Aide position. This shift will enhance the flexibility and service level of our maintenance team for the City's facilities, benefiting Irwindale residents, the community, and our employees.

Both positions share several responsibilities, including restroom maintenance, trash removal, light grounds maintenance, graffiti removal, event setup and breakdown, and inventory management. However, the maintenance aide position encompasses a broader range of responsibilities and requires a higher skill set. Key duties for the maintenance aide include operating various equipment and power tools, performing weed abatement, repairing irrigation systems, and tree pruning.

While the Maintenance Aide will continue to fulfill janitorial tasks at the Irwindale Senior Center and Annex Building, this role will also focus on advanced grounds maintenance. This includes mowing, edging, weed whacking, irrigation repair, light tree pruning, and providing support to other maintenance divisions, such as parks, facilities, and streets.

This restructuring aims to improve overall service quality and operational efficiency within our maintenance team.

Police Department

Staff proposes to defund one part-time Community Service Officer position due to the recent hiring of a full-time Police Administrative Clerk.

Compensation Resolution 2024-90-3567

Article VIII, Section 803 of the City Charter authorizes the City Council to establish, by resolution, a classification plan, salaries, and other forms of compensation for all City employees.

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It was most recently updated September 11, 2024, through the City Council's adoption of Resolution No. 2024-76-3553.

Proposed Resolution No. 2024-90-3567 sets forth the current compensation ranges, position titles, and number of positions for all City classifications. This resolution meets the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.)

The list of classifications in the exhibit to Resolution No. 2024-90-3567 reflects the personnel requests outlined in this report.

Fiscal Impact:

Defunding the part-time Community Service Officer position results in an annual cost savings of approximately $21,000 to the general fund. Defunding the Janitor position and funding an additional Maintenance Aide position results in an annual increase of approximately $4,500. The additional amount can be absorbed within the current budget for FY 2024-25, therefore no additional appropriation is required.

The adoption of Resolution No. 2024-90-3567 authorizes the Finance Director to amend Fiscal Year 2024-2025 Adopted Budget to include all changes as stated in this report.

Attachments:

1. Resolution No. 2024-90-3567

RESOLUTION NO. 2024-90-3567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-76-3553, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES

WHEREAS, Article VIII, Section 803 of the City Charter requires the City Council to establish by resolution salaries and other forms of compensation for all City employees; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in the City employment be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.12.020 of the Irwindale Municipal Code requires that the salaries and compensation of officers and employees of the City be fixed and determined by resolution of the City Council; and

WHEREAS, Section 2.25 of the City's Personnel Rules states that the Personnel Officer shall prepare an annual salary resolution that establishes the minimum through maximum salary rates of pay for employee classifications, which shall be adopted by the City Council; and

WHEREAS, the City Council adopted Resolution No. 2024-76-3553 on September 11, 2024, which established the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City desires to fund one (1), represented, classified full-time Maintenance Aide position, and

WHEREAS, the City desires to defund one (1) represented, full-time Janitor position; and

WHEREAS, the City desires to defund one (1) unrepresented, part-time Community Service Officer position; and

WHEREAS, the City Council desires to adopt this resolution to accurately reflect the current compensation ranges, position titles, and number of positions for all City classifications; and

WHEREAS, this resolution is also intended to serve as the City's California Public Employees Retirement System ("CalPERS") publicly available pay schedule as required by California Code of Regulations, Title 2, Section 570.5.

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

SECTION 1. **Recitals.**

The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. **Personnel Position Ordered Funded.**

One (1) represented, classified full-time Maintenance Aide position is hereby ordered funded.

SECTION 3. **Personnel Positions Ordered Defunded.**

One (1) represented, full-time Janitor position is hereby ordered defunded.

One (1) unrepresented, part-time Community Service Officer position is hereby ordered defunded.

SECTION 4. **Authorization to Amend Approved FY 2024-2025 Budget.**

City staff are directed and authorized to amend the approved FY 2024-2025 Adopted Budget to reflect these changes.

SECTION 5. **Applicability to other Governing Documents.**

This Resolution shall supersede and replace Resolution No. 2024-76-3553. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2024-63-3540, that was adopted August 28, 2024, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding.

In the event that any provision of this Resolution is in conflict with the City's Personnel Rules or other policies, this Resolution shall supersede and govern the City's policies and practices with regard to unrepresented and/or unaffiliated employees.

SECTION 6. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

The Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Memoranda of Understanding shall govern as to that particular employee bargaining unit.

SECTION 7. Salary and Wage Schedules.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective November 13, 2024.

If any employee is receiving compensation above the highest step of the salary range stated in this resolution for his/her position, the employee's present rate shall be continued as an approved additional step rate for the class ("Y-rated"), until the highest step is greater than the Y-rate. Except as provided herein or an applicable MOU, no non Y-rated employee may be adjusted to a Y-rate upon reclassification or promotional appointment, and the Y-rate shall no longer be in effect after the termination of the employment in that class of the incumbent(s) on whose behalf the Y-rate is authorized. Nothing in this resolution shall prohibit any Y-rated employee from receiving a cost-of-living adjustment that other employees within the employee's applicable bargaining group may receive pursuant to an applicable Tentative Agreement or MOU.

SECTION 8. Certification.

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

PASSED, APPROVED AND ADOPTED this 13th day of November 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-90-3567 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 13th day of November 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective November 13, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly		346.23	346.23	346.23	346.23	346.23
			Monthly	Elected	750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	105.2894	110.5538	116.0817	121.8861	127.9803
			Bi-Weekly		8,423.15	8,844.31	9,286.54	9,750.88	10,238.42
			Monthly		18,250	19,163	20,121	21,127	22,183
			Annual		219,002	229,952	241,450	253,523	266,199
Director	Assistant City Manager	1	Hourly	81	88.5764	93.0053	97.6558	102.5385	107.6654
			Bi-Weekly		7,086.12	7,440.42	7,812.46	8,203.08	8,613.23
			Monthly		15,353	16,121	16,927	17,773	18,662
			Annual		184,239	193,451	203,124	213,280	223,944
Director	Chief of Police	1	Hourly	85	99.7288	104.7154	109.9510	115.4486	121.2212
			Bi-Weekly		7,978.31	8,377.23	8,796.08	9,235.88	9,697.69
			Monthly		17,286	18,151	19,058	20,011	21,012
			Annual		207,436	217,808	228,698	240,133	252,140
Director	Community Development Director	1	Hourly	78	82.2519	86.3644	90.6827	95.2168	99.9779
			Bi-Weekly		6,580.15	6,909.15	7,254.62	7,617.35	7,998.23
			Monthly		14,257	14,970	15,718	16,504	17,330
			Annual		171,084	179,638	188,620	198,051	207,954
Director	Director of Engineering/Building Official	1	Hourly	80	86.4159	90.7365	95.2736	100.0370	105.0389
			Bi-Weekly		6,913.27	7,258.92	7,621.88	8,002.96	8,403.12
			Monthly		14,979	15,728	16,514	17,340	18,207
			Annual		179,745	188,732	198,169	208,077	218,481
Director	Finance Director/City Treasurer	1	Hourly	79	84.3082	88.5236	92.9495	97.5971	102.4769
			Bi-Weekly		6,744.65	7,081.88	7,435.96	7,807.77	8,198.15
			Monthly		14,613	15,344	16,111	16,917	17,763
			Annual		175,361	184,129	193,335	203,002	213,152
Director	Public Services Director	1	Hourly	74	74.5163	78.2423	82.1543	86.2620	90.5750
			Bi-Weekly		5,961.31	6,259.38	6,572.35	6,900.96	7,246.00
			Monthly		12,916	13,562	14,240	14,952	15,700
			Annual		154,994	162,744	170,881	179,425	188,396

CITY OF IRWINDALE
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Administrative Secretary	2	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Assistant Planner	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Building Inspector	1	Hourly	44	35.5255	37.3019	39.1668	41.1250	43.1813
			Bi-Weekly		2,842.04	2,984.15	3,133.35	3,290.00	3,454.50
			Monthly		6,158	6,466	6,789	7,128	7,485
			Annual		73,893	77,588	81,467	85,540	89,817
ICEA	Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Code Enforcement Officer	1	Hourly	39	31.3990	32.9692	34.6178	36.3486	38.1659
			Bi-Weekly		2,511.92	2,637.54	2,769.42	2,907.88	3,053.27
			Monthly		5,443	5,715	6,000	6,300	6,615
			Annual		65,310	68,576	72,005	75,605	79,385
ICEA	Deputy City Clerk	0	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Engineering Technician	3	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370
ICEA	Finance Analyst	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Human Resources Specialist	0	Hourly	38	30.6327	32.1644	33.7726	35.4611	37.2341
			Bi-Weekly		2,450.62	2,573.15	2,701.81	2,836.88	2,978.73
			Monthly		5,310	5,575	5,854	6,147	6,454
			Annual		63,716	66,902	70,247	73,759	77,447
ICEA	Inclusion Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Information Technology Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Janitor	0	Hourly	20	19.6404	20.6226	21.6538	22.7365	23.8736
			Bi-Weekly		1,571.23	1,649.81	1,732.31	1,818.92	1,909.88
			Monthly		3,404	3,575	3,753	3,941	4,138
			Annual		40,852	42,895	45,040	47,292	49,657
ICEA	Library Technician	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Maintenance Aide	5	Hourly	25	22.2216	23.3327	24.4995	25.7245	27.0106
			Bi-Weekly		1,777.73	1,866.62	1,959.96	2,057.96	2,160.85
			Monthly		3,852	4,044	4,247	4,459	4,682
			Annual		46,221	48,532	50,959	53,507	56,182
ICEA	Maintenance Lead Worker	2	Hourly	43	34.6587	36.3918	38.2115	40.1221	42.1284
			Bi-Weekly		2,772.69	2,911.35	3,056.92	3,209.77	3,370.27
			Monthly		6,008	6,308	6,623	6,955	7,302
			Annual		72,090	75,695	79,480	83,454	87,627

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Worker I	2	Hourly	31	25.7707	27.0591	28.4120	29.8327	31.3245
			Bi-Weekly		2,061.65	2,164.73	2,272.96	2,386.62	2,505.96
			Monthly		4,467	4,690	4,925	5,171	5,430
			Annual		53,603	56,283	59,097	62,052	65,155
ICEA	Maintenance Worker II	4	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370
ICEA	Office Specialist	3	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Permit Technician	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Planning Technician	0	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Police Administrative Clerk	1	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503
ICEA	Police Records Clerk	0	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	26.4144	27.7351	29.1216	30.5779	32.1067
			Bi-Weekly		2,113.15	2,218.81	2,329.73	2,446.23	2,568.54
			Monthly		4,579	4,807	5,048	5,300	5,565
			Annual		54,942	57,689	60,573	63,602	66,782

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Services Specialist	1	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Recreation Assistant	0	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Bus Driver	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Center Assistant	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Senior Center Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Code Enforcement Officer	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Senior Recreation Leader	3	Hourly	19	19.1620	20.1202	21.1264	22.1827	23.2918
			Bi-Weekly		1,532.96	1,609.62	1,690.12	1,774.62	1,863.35
			Monthly		3,321	3,488	3,662	3,845	4,037
			Annual		39,857	41,850	43,943	46,140	48,447

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Assistant City Engineer	0	Hourly	64	58.2120	61.1226	64.1788	67.3880	70.7572
			Bi-Weekly		4,656.96	4,889.81	5,134.31	5,391.04	5,660.58
			Monthly		10,090	10,595	11,124	11,681	12,265
			Annual		121,081	127,135	133,492	140,167	147,175
IMEA	Assistant Engineer	1	Hourly	52	43.2837	45.4481	47.7207	50.1067	52.6120
			Bi-Weekly		3,462.69	3,635.85	3,817.65	4,008.54	4,208.96
			Monthly		7,503	7,878	8,272	8,685	9,119
			Annual		90,030	94,532	99,259	104,222	109,433
IMEA	Assistant to the City Manager	1	Hourly	63	56.7923	59.6317	62.6135	65.7442	69.0313
			Bi-Weekly		4,543.38	4,770.54	5,009.08	5,259.54	5,522.50
			Monthly		9,844	10,336	10,853	11,396	11,965
			Annual		118,128	124,034	130,236	136,748	143,585
IMEA	Associate Engineer	1	Hourly	56	47.7774	50.1663	52.6745	55.3082	58.0736
			Bi-Weekly		3,822.19	4,013.31	4,213.96	4,424.65	4,645.88
			Monthly		8,281	8,696	9,130	9,587	10,066
			Annual		99,377	104,346	109,563	115,041	120,793
IMEA	Associate Planner	1	Hourly	49	40.1933	42.2029	44.3130	46.5288	48.8553
			Bi-Weekly		3,215.46	3,376.23	3,545.04	3,722.31	3,908.42
			Monthly		6,967	7,315	7,681	8,065	8,468
			Annual		83,602	87,782	92,171	96,780	101,619
IMEA	Benefits Administrator	1	Hourly	58	50.1962	52.7058	55.3409	58.1077	61.0130
			Bi-Weekly		4,015.69	4,216.46	4,427.27	4,648.62	4,881.04
			Monthly		8,701	9,136	9,592	10,072	10,576
			Annual		104,408	109,628	115,109	120,864	126,907
IMEA	Chief Deputy City Clerk	1	Hourly	58	50.1962	52.7058	55.3409	58.1077	61.0130
			Bi-Weekly		4,015.69	4,216.46	4,427.27	4,648.62	4,881.04
			Monthly		8,701	9,136	9,592	10,072	10,576
			Annual		104,408	109,628	115,109	120,864	126,907

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Communications and Records Supervisor	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141
IMEA	Community Development Manager/City Planner	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Construction Compliance Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Economic Development Coordinator	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Executive Assistant	0	Hourly	43	34.6587	36.3918	38.2115	40.1221	42.1284
			Bi-Weekly		2,772.69	2,911.35	3,056.92	3,209.77	3,370.27
			Monthly		6,008	6,308	6,623	6,955	7,302
			Annual		72,090	75,695	79,480	83,454	87,627
IMEA	Finance Manager	1	Hourly	68	64.2548	67.4678	70.8413	74.3837	78.1029
			Bi-Weekly		5,140.38	5,397.42	5,667.31	5,950.69	6,248.23
			Monthly		11,138	11,694	12,279	12,893	13,538
			Annual		133,650	140,333	147,350	154,718	162,454
IMEA	Housing Coordinator	1	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168

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IMEA	Human Resources/Risk Manager	1	Hourly	67	62.6880	65.8226	69.1139	72.5697	76.1981
			Bi-Weekly		5,015.04	5,265.81	5,529.12	5,805.58	6,095.85
			Monthly		10,866	11,409	11,980	12,579	13,208
			Annual		130,391	136,911	143,757	150,945	158,492
IMEA	Information Technology Manager	1	Hourly	63	56.7923	59.6317	62.6135	65.7442	69.0313
			Bi-Weekly		4,543.38	4,770.54	5,009.08	5,259.54	5,522.50
			Monthly		9,844	10,336	10,853	11,396	11,965
			Annual		118,128	124,034	130,236	136,748	143,585
IMEA	Management Analyst	3	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Police Captain	1	Hourly	77	81.8524	85.9452	90.2423	94.7543	99.4918
			Bi-Weekly		6,548.19	6,875.62	7,219.38	7,580.35	7,959.35
			Monthly		14,188	14,897	15,642	16,424	17,245
			Annual		170,253	178,766	187,704	197,089	206,943
IMEA	Police Lieutenant	1	Hourly	71	70.5808	74.1096	77.8149	81.7058	85.7909
			Bi-Weekly		5,646.46	5,928.77	6,225.19	6,536.46	6,863.27
			Monthly		12,234	12,846	13,488	14,162	14,870
			Annual		146,808	154,148	161,855	169,948	178,445
IMEA	Project Manager - Construction Compliance	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141
IMEA	Project Manager - Mining	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective November 13, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Public Works Services Manager	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Recreation Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Recreation Supervisor	2	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Senior Center Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Senior Finance Analyst	1	Hourly	51	42.2279	44.3394	46.5563	48.8841	51.3284
			Bi-Weekly		3,378.23	3,547.15	3,724.50	3,910.73	4,106.27
			Monthly		7,320	7,686	8,070	8,473	8,897
			Annual		87,834	92,226	96,837	101,679	106,763
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Senior Management Analyst	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Senior Planner	1	Hourly	55	46.6120	48.9428	51.3899	53.9596	56.6577
			Bi-Weekly		3,728.96	3,915.42	4,111.19	4,316.77	4,532.62
			Monthly		8,079	8,483	8,908	9,353	9,821
			Annual		96,953	101,801	106,891	112,236	117,848

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective November 13, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	57.6466	60.5288	63.5553	66.7332	70.0697
			Bi-Weekly		4,611.73	4,842.31	5,084.42	5,338.65	5,605.58
			Monthly		9,992	10,492	11,016	11,567	12,145
			Annual		119,905	125,900	132,195	138,805	145,745
IPOA	Police Officer	21	Hourly	52	43.9356	46.1322	48.4389	50.8611	53.4043
			Bi-Weekly		3,514.85	3,690.58	3,875.12	4,068.88	4,272.35
			Monthly		7,616	7,996	8,396	8,816	9,257
			Annual		91,386	95,955	100,753	105,791	111,081
IPOA	Police Dispatcher/Clerk	6	Hourly	38	30.1885	31.6981	33.2832	34.9471	36.6947
			Bi-Weekly		2,415.08	2,535.85	2,662.65	2,795.77	2,935.58
			Monthly		5,233	5,494	5,769	6,058	6,360
			Annual		62,792	65,932	69,229	72,690	76,325

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	3	19	19.16	20.12	21.12	22.18	23.29
Library Aide	1	26	22.77	23.91	25.10	26.36	27.68
Civil Engineering Technician	0	33	27.07	28.42	29.84	31.34	32.90

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	19.12
Assistant Pool Manager	23.87
Bus Driver	27.07
Communications Specialist	34.65
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	20.59
Finance Assistant	23.29
Intern	21.71
Library Page	20.59
Lifeguard	19.59
Office Specialist	24.53
Police Officer Trainee	38.83
Recreation Aide	19.12
Reserve Police Officer	43.93
Senior Center Aide	19.12
Senior Library Page	22.72
Senior Lifeguard	21.62
Summer Youth Worker	16.00
Tutor	21.71

Item #19.G.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Memorandum of Understanding with the Irwindale City Employees Association (ICEA)

City Manager's Recommendation:

Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale City Employees Association July 1, 2024 – June 30, 2027.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

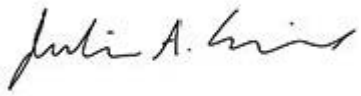
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Memorandum of Understanding (MOU) between the City of Irwindale (City) and the Irwindale City Employees Association (ICEA) expired on June 30, 2024. Pursuant to the Meyers-Milias-Brown Act (MMBA), representatives from the City and ICEA commenced negotiations for a successor MOU (ICEA MOU 2024-2027) in March 2024. On August 28, 2024, the City Council adopted Resolution No. 2024-71-3548, accepting a Tentative Agreement with the ICEA. The ICEA MOU 2024-2027 incorporates all negotiated deal points previously approved by the City Council through the Tentative Agreement.

In addition, the ICEA MOU 2024-2027 includes the provision of an annual uniform allowance in the amount of nine hundred dollars ($900) for the recently approved Police Administrative Clerk position. This allowance is the same amount currently allocated for the existing Police Records Clerk/Dispatcher position. Both positions require employees to wear a uniform daily.

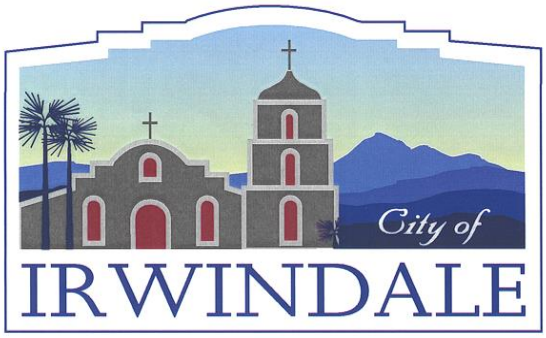
The City's labor relations representatives and representatives for the ICEA have concurrently and jointly prepared the ICEA MOU 2024-2027, subject to City Council approval. Once approved by the governing body of a local agency, an MOU becomes a binding agreement between the employee organization and the local agency.

Fiscal Impact:

The fiscal impact of all approved negotiated changes to the ICEA MOU 2024-2027 for each covered fiscal year was identified when the Tentative Agreement was approved. Changes have been incorporated into the FY 2024-25 budget and will be reflected in future budgets. The additional nine hundred dollars ($900) uniform allowance for the Police Administrative Clerk position can be absorbed within the current General Fund budget for FY 2024-25; therefore, no additional appropriation is required.

Attachments:

1. MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE CITY EMPLOYEES ASSOCIATION JULY 1, 2024 - JUNE 30, 2027



MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF IRWINDALE AND

THE IRWINDALE CITY EMPLOYEES ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

SECTION 01.01 UNIT & UNION RECOGNITION

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

SECTION 01.02 FILING OF PETITIONS

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

ARTICLE 02
TERM OF MOU

SECTION 02.01 TERM ESTABLISHED

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

ARTICLE 03
SCOPE OF BARGAINING

SECTION 03.01 AGREED SUBJECTS OUTSIDE SCOPE OF BARGAINING

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

A. Determine issues of policy and make management decisions;

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

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

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

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

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

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

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

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

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

K. Determine and/or establish methods of financing;

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

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

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

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

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

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

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

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

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

SECTION 04.01 MEMBERSHIP AND DUES DEDUCTION

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

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

Upon the receipt of such certification from Recognized Employee Organization, the City shall provide for payroll deductions on each payroll check (twenty-six (26) times per calendar year) of Recognized Employee Organization's dues and other authorized payments, in the amount certified to be current by Recognized Employee Organization. The City shall remit the total amount of deductions and authorized payments to Recognized Employee Organization on a monthly basis. The City shall make, cancel, or change membership dues and other authorized payments only upon receipt of certification from Recognized Employee Organization, and shall decline to make, cancel, or change membership dues and other authorized payments from any individual employee. Any change or cancellation in dues deductions shall be certified and provided to the City within thirty (30) days prior to the effective date of such change or cancellation. Recognized Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other authorized payments pursuant to this Article. If Recognized Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

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

SECTION 04.02 INDEMNIFICATION OF CITY

Recognized Employee Organization shall indemnify, defend, and hold harmless the City for (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from Recognized Employee Organization; and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this provision relating to maintenance of membership. The City shall have the right to select and direct legal counsel in the case of any challenge to the City's compliance with this provision, and Recognized Employee Organization agrees to pay any attorney, arbitrator, or court fees, costs and expenses related thereto or associated therewith. Any claims, demands, disputes arising from the application or interpretation of this provision shall be filed with Recognized Employee Organization and shall not be subject to the City's grievance procedure.

SECTION 04.03 REPRESENTATIVES' RIGHTS

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

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

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

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

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

SECTION 04.04 ALLOWED TIME FOR REPRESENTATIVES

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

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

The City will notify the Recognized Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee’s orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired

employee, the City will provide the Recognized Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

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

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

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

SECTION 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT

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

SECTION 05.02 CITY PROHIBITED CONDUCT

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

SECTION 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY

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

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

SECTION 05.04 CITY RIGHTS

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

ARTICLE 06
BASIC COMPENSATION PLAN & OTHER BENEFITS

SECTION 06.01 BASIC COMPENSATION PLAN

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

SECTION 06.02 LEVEL OF COMPENSATION

The level of compensation shall be determined on a merit basis and Unit members shall initially be placed at the time of appointment by the City Manager or designee at a level of compensation not to exceed that which is established in the compensation resolution. No merit increases granted may exceed the maximum of the duly established range. No merit increases or any other salary adjustments shall be granted without a current performance evaluation.

SECTION 06.03 SALARY AND WAGE SCHEDULES AND EXEMPTION STATUS

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

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

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

SECTION 06.04 EDUCATION INCENTIVE PAY

Unit members shall be provided an education incentive as follows:

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

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

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

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

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

SECTION 06.05 ANNUAL SERVICE AWARD PAY

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

SECTION 06.06 BILINGUAL BONUS PAY

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

SECTION 06.07 LEAD WORKER PAY

When a Unit member is designated in a "Lead" role within a classification, that Unit member shall be paid at a Step in the Unit member's salary range which is at least five percent (5%) higher than the highest actual salary being earned by any member of the crew over which the Unit member is charged with being the Lead.

SECTION 06.08 HIGHER CLASSIFICATION PAY

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

SECTION 06.09 SICK LEAVE ACCRUAL

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

SECTION 06.10 PERSONAL LEAVE

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

SECTION 06.11 VACATION ACCRUAL

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

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

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

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

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

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

SECTION 06.12 CASH-OUT OF VACATION AND SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 06.13 HOLIDAY DATES

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

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

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

SECTION 06.14 FLOATING HOLIDAY

Unit members shall have a total bank of one hundred forty (140) hours per calendar year available to them for holidays. When any of the above-listed holiday falls on a regular workday or in the case of a Sunday holiday which is celebrated on the following Monday as determined by the City Manager or designee, six (6) to ten (10) hours, depending on Unit member's regular work hours, will be deducted from the holiday bank of hours for each such holiday, and the holiday will be celebrated in the normal manner. At the beginning of each calendar year, the City will determine and distribute its holiday schedule. Based thereon, the total number of holidays will be deducted from the holiday bank of hours. Each Unit member will then be credited with the balance of the remaining one hundred forty (140) holiday bank hours which may be used as floating holiday hours in a manner similar to that of vacation leave hours. All floating holiday hours must be used in the calendar year in which they were credited to the Unit member. Any floating holiday hours not used by the end of the calendar year will be cashed out and included in the first paycheck in January of the following year.

SECTION 06.15 CELL PHONES

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

ARTICLE 07
HOURS AND WORK SCHEDULES

SECTION 07.01 NORMAL WORKWEEK

The City's Personnel Rules Section 6.05 defines the City's normal forty (40) hour workweek and provides for alternative workweek scheduling, as described more fully below. The parties agree that the City may set staggered work schedules over a seven (7) day workweek for some or all public works yard employees to minimize overtime while maintaining the existing forty (40) hour workweek for Unit members.

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

SECTION 07.02 ALTERNATIVE 4/10 WORK SCHEDULE

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

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

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

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

D. The Library Technician classification works a forty (40)-hour workweek with specific daily schedule set by the City to accommodate Library's hours and operational needs.

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

SECTION 07.03 JANITORIAL / CUSTODIAL WORK SCHEDULES

The parties agree that the City may set janitorial and/or custodial work schedules as follows:

One assigned to work a shift of 4:00 am to 2:00 pm

One assigned to work a shift of 8:00 am to 6:00 pm

The parties further agree that the City may return to the pre-existing work schedule for these positions at the City's unilateral election without further meet and confer required.

SECTION 07.04 BEREAVEMENT LEAVE

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

SECTION 07.05 INJURY ON DUTY

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

SECTION 07.06 OVERTIME

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

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

Time Worked	Overtime Compensation
0-15 minutes	.25 hour x 1.5
16-30 minutes	.50 hour x 1.5
31-45 minutes	.75 hour x 1.5
46-60 minutes	1 hour x 1.5

SECTION 07.07 JURY DUTY

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

SECTION 07.08 WITNESS LEAVE

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

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

SECTION 07.09 COMPENSATORY LEAVE

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

SECTION 07.10 CALL-IN/CALL-BACK PAY

Unit members considered non-exempt under the federal Fair Labor Standards Act (FLSA), called into work and who reports for said work on a day other than their regular scheduled work day, shall be entitled to a minimum of four (4) hours of work at the appropriate rate and shall perform such duties as assigned.

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

A Unit member called to work within one hour before the Unit member's regular shift shall be covered by the overtime rules set forth above in the event the call-in time runs continuous with the Unit member's regular shift. Otherwise, the call-back pay provisions above shall apply where there is a break in time between the call-back assignment and the start of the Unit member's regularly scheduled shift. In no event shall there be an overlap of time resulting in double payment of wages for the same time period nor shall a Unit member earn overtime for regularly scheduled work unless that regularly scheduled work exceeds forty (40) hours in a work week. If the Unit member is called to work more than one hour before the Unit member's regular shift, the call-back pay provisions shall apply.

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

ARTICLE 08
INSURANCE AND RELATED BENEFITS

SECTION 08.01 MEDICAL BENEFITS

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

SECTION 08.02 DENTAL BENEFITS

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

SECTION 08.03 VISION BENEFITS

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

SECTION 08.04 GROUP LIFE INSURANCE

The City pays one hundred percent (100%) of the premium for a group life insurance policy for Unit members with a benefit coverage of one (1) times the Unit member's annual earnings (as defined in policy) to a maximum of one hundred thousand dollar ($100,000) and coverage for spouse and eligible dependent children of five thousand dollar ($5,000) each.

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

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

SECTION 08.06 ADDITIONAL VOLUNTARY LIFE AND AD&D COVERAGE

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

SECTION 08.07 IRS SECTION 125 AND 129 PROGRAM

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

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

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

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

SECTION 08.08 EAP PROGRAM

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

SECTION 08.09 STATE DISABILITY INSURANCE

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

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

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

ARTICLE 09
RETIREMENT BENEFIT

SECTION 09.01 CalPERS MEMBERSHIP

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

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

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

2. Section 21574: Fourth Level of 1959 Survivors Benefit allowance.

3. Section 21024: Military Service as Public Service

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

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

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

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

8. Section 20965: Credit for unused sick leave.

For Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Unit members who are classic members shall pay the entire employee retirement contribution, which is currently seven percent (7%). The City does not pay any share of the required employee contribution (EPMC).

Effective with the start of the first full pay period in July 2025, classic miscellaneous Unit members will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

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

B. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this MOU. Any provision in this MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay a CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable

compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

Cost Sharing

Effective with the start of the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already being paid by the employee to a total of fifty and a half percent (50.5%).

Effective with the start of the first full pay period in July 2026, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant an amendment to the City's contract with CalPERS under to California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty and a half percent (50.5%) of normal cost already being paid by the employee to a total of fifty-one percent (51%).

During the term of this MOU, the City shall initiate a CalPERS contract amendment so that the additional cost share percentages described above fall under California Government Code Section 20516(a). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a PERS contract amendment as authorized by California Government Code Section 20516(f). The City and bargaining unit will take all actions necessary to implement the pension cost sharing agreement described here.

SECTION 09.02 PARS MEMBERSHIP

Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords Unit members the retirement benefit commonly referred to as "1% at 55." The City pays on behalf of each eligible Unit member an amount sufficient to pay the full cost of the PARS retirement enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the preceding Section. The City's PARS participation shall continue in full force and effect during the term of this MOU.

Unit members hired before January 1, 2007 shall have their PARS benefits vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities. Unit members hired after January 1, 2007 shall have their PARS benefit vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

Effective January 1, 2011 the parties agreed to modify the PARS plan design for current Unit members hired before January 1, 2011 regarding cash out options with an employee contribution of four-tenths of a percent (0.4%) on a pre-tax basis. Section 4.2(d) and Section 4.2(c) of the PARS plan document was modified, thereby removing plan features such as the option of lump sum payment, and fixed term payments of 5-6 years. Section 2.3 of the PARS plan document was modified, thereby removing the pre-retirement disability benefit. All Unit members hired

before January 1, 2011, shall pay four-tenths of a percent 0.4% of salary to maintain the PARS plan design features of fixed term payments of 7-15 years.

Effective September 1, 2024, or as soon as administratively practicable, all miscellaneous Unit members hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

Effective January 1, 2011, the PARS plan document was modified to add a "pop-up" provision to Option 2 of the PARS REP plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

For Unit members, hired on or after January 1, 2011 and before January 1, 2013, the City shall pay on behalf of each eligible Unit member fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit. The Unit member shall be required to pay for fifty percent (50%) of the contribution.

Unit members hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

SECTION 09.03 RETIREE MEDICAL

CalPERS eligible retirees (Unit members hired before January 1, 2011) and their dependents shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan.

For Unit members hired on or after January 1, 2011 retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan. Contribution level shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

SECTION 09.04 DEFERRED COMPENSATION PROGRAM

Effective September 1, 2024, the City will match up to one hundred dollars ($100.00) per month of a Unit member's contribution to a City Authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

ARTICLE 10
MISCELLANEOUS PROVISIONS

SECTION 10.01 CONTRACTING OUT PROVISIONS

Prior to contracting with outside vendors in excess of twenty thousand dollars ($20,000.00) annually for work or services usually performed by Unit members covered by this MOU or proposed to be performed for the City, the City and the Recognized Employee Organization will meet and confer to determine if the same can be performed or retained by Unit members covered by this MOU. The City and Recognized Employee Organization acknowledge and agree that the City retains the sole and unfettered right, through its City Council, to determine what work or services to be performed by outside vendors, and the parties hereto further acknowledge and agree that failure on the part of the City and the Recognized Employee Organization to reach agreement through this meet and confer process on issues relating to such work and services to be contracted for with outside vendors shall not constitute a breach of this MOU on the part of the City, nor shall it constitute a violation of the Meyers-Milias-Brown Act on the part of the City. For work or services performed at twenty thousand dollars ($20,000.00) or less annually, there is no obligation to meet and confer.

SECTION 10.02 DIRECT DEPOSIT REQUIREMENT

The City shall maintain a mandatory requirement for participation in direct deposit for payroll for all new Unit members hired after July 8, 2001.

SECTION 10.03 TUITION REIMBURSEMENT

City Personnel Rules Section 15.25 as applied to Unit members is modified by this provision to the extent that the City and the Recognized Employee Organization agree that the City determines funding levels to be set at twenty thousand dollars ($20,000) tuition per fiscal year to be used exclusively by ICEA members only during the term of this contract. Unit members applying for tuition reimbursement will initially receive twenty percent (20%) of the allocated twenty thousand dollars ($20,000). If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse those employees who have accumulated reimbursable educational expenses in excess of twenty percent (20%) of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

To be eligible for reimbursement, employees must have completed their probationary period. Reimbursement requests must be submitted within sixty (60) days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an

agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

All courses taken and completed must have prior written approval of the department director and the City Manager or designee and be related to the Unit member's employment with the City, unless the course is part of classes necessary for obtaining a degree. Upon completion of each course, the Unit member must complete the appropriate City form requesting tuition reimbursement. Reimbursement will be made only after an employee has satisfactorily completed the class or workshop with the grade of C or better or equivalent completion and that evidence of same has been submitted and approved by the Personnel Officer. Unit members requesting reimbursement for course-related textbooks are required to turn the books into the Human Resources Department. Textbooks should not be marked or written in, and they must be in usable condition. Effective September 1, 2024, Unit members will receive reimbursement for required course-related digital textbooks upon request for reimbursement and proof of payment.

SECTION 10.04 UNIFORM ALLOWANCE

A. Unit members in the Public Works Department covered by this MOU shall be permitted to wear approved shorts in lieu of long pants year round as long as it does not pose a safety hazard as determined by the Unit member's supervisor in their sole discretion. Purchase, maintenance or cleaning of said shorts shall not be at the City's expense.

B. Effective September 1, 2024, Unit members listed in the classifications below are eligible to receive a uniform reimbursement of up to four hundred fifty dollars ($450.00) for up to two (2) pairs of safety shoes/boots per fiscal year as required by department director:

1. Bus Driver
2. Code Enforcement Officer
3. Janitor
4. Maintenance Aide
5. Maintenance Worker I
6. Maintenance Worker II
7. Maintenance Lead Worker
8. Senior Bus Driver
9. Senior Code Enforcement Officer

C. Effective September 1 2024, Unit members listed in the classifications Engineering Technician, Information Technology Technician, and Senior Center Leader/Bus Driver are eligible to receive a uniform reimbursement of up to three hundred dollars ($300) during the term of the contract for safety shoes/boots as required by department director.

SECTION 10.05 UNIFORM ALLOWANCE FOR POLICE NON-SWORN EMPLOYEES

The full-time position of Police Administrative Clerk, Police Records Clerk, and Police Records Clerk/Dispatcher shall receive an annual uniform allowance in the amount of nine hundred dollars ($900.00).

SECTION 10.06 FLEXIBLE STAFFING POLICY

The City may grant a flexible staffing promotion to an employee who holds one of the following flexible staffing classifications: Maintenance Aide, Maintenance Worker I, II.

A. An employee will be eligible to progress from a Maintenance Aide to a Maintenance Worker I if all of the following occur, provided that, the progression remains at the sole discretion of the City Manager or designee:

1. The employee has completed four (4) years as a full-time Maintenance Aide;

2. The employee has achieved an overall rating of “highly satisfactory” on the last two annual performance evaluations immediately preceding the promotion;

3. The employee meets the minimum qualifications for the position; and

4. The employee has the recommendation of the department director.

B. Maintenance Worker I can progress to a level II if all of the following occur, provided that, the progression remains at the sole discretion of the City Manager or designee:

1. The employee has completed (4) years as a level I;

2. The employee has achieved an overall rating of “highly satisfactory” on the last two annual performance evaluations immediately preceding the promotion;

3. The employee meets the minimum qualifications for the position; and

4. The employee has the recommendation of the department director.

A Maintenance Worker I can only progress to a level II if there is a vacancy. The total number of Maintenance Worker II positions is limited to six (6) at any one time. If there are two or more eligible Maintenance Worker I employees and only one (1) vacant Maintenance Worker II position, then the Maintenance Worker II position will go through the internal recruitment process.

C. Upon a flexible staffing promotion, an employee shall be paid at the Step in the higher salary range which is at least a five (5%) percent increase over the salary he or she received in the employee's current (pre-promotional) job classification; provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary step level established for the new job classification. A flexible staffing promotion shall establish a new performance evaluation date for purposes of applying the salary step plan. Any flexible staffing promotional appointment shall be subject to a six (6) month probationary period.

ARTICLE 11
COMPLETION OF NEGOTIATIONS AND FULL UNDERSTANDING

SECTION 11.01 COMPLETION OF NEGOTIATIONS

The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, the Recognized Employee Organization expressly waives the right to meet and negotiate with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties.

SECTION 11.02 FULL INTEGRATION

This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this MOU. The parties agree that during the negotiation that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU. However, all provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU.

SECTION 11.03 REOPENERS

Notwithstanding the provisions of Sections 11.01 and 11.02 above, the City and the Recognized Employee Organization agree to meet and confer on the following items during the term of this MOU:

A. Updating, modifying and/or instituting a new Employer-Employee Relations Resolution;

B. Updating the City Personnel Rules;

C. Updating the City's job description/specifications;

D. Updating and/or creating a City Cell Phone Policy;

E. Creating a City Wellness Program;

F. Creating a City Employee Rewards and Recognition Program;

G. Discuss bargaining unit modification whereby ICEA and IMEA represented bargaining units would be combined into one bargaining unit represented by one employee organization;

H. Discuss the feasibility of participation in City funded Post Employment Health Plan (PEHP) that would fund retiree dental and vision benefits;

I. Discuss an annual rotation of Maintenance Aide, Maintenance I/II, and Maintenance Lead staff for the 4th of July holiday; and

J. Meet to determine classifications in the ICEA represented unit membership based on the definition included in the EERR.

ARTICLE 12
EMERGENCY WAIVER PROVISION

SECTION 12.01 WAIVER GRANTED

In the event of circumstances beyond the control of the City, such as force majeure, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Recognized Employee Organization shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 13
DRAFTING PROVISIONS

SECTION 13.01 SEVERABILITY DECLARED

Should any provision of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

SECTION 13.02 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 13.03 MODIFICATION

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

ARTICLE 14
RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Recognized Employee Organization regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Recognized Employee Organization have reached an understanding as to certain recommendations to be made to the City Council for the City of Irwindale and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The City and the Recognized Employee Organization acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of the City.

Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Recognized Employee Organization and entered into this ___ day of _____, 2024.

CITY OF IRWINDALE	**THE IRWINDALE CITY EMPLOYEES ASSOCIATION**
Julian A. Miranda, City Manager/Municipal Employee Relations Representative	Gary Strobehn, ICEA President
Mary Hull, Human Resources/Risk Manager	

ATTACHMENT "A"
ICEA UNIT MEMBERS

Position Title

Accountant

Administrative Secretary

Assistant Planner

Building Inspector

Bus Driver

Code Enforcement Officer

Deputy City Clerk

Engineering Technician

Finance Analyst

Finance Technician

Human Resources Specialist

Inclusion Specialist

Information Technology Technician

Janitor

Library Technician

Maintenance Aide

Maintenance Lead Worker

Maintenance Worker I

Maintenance Worker II

Office Specialist

Permit Technician

Planning Technician

Police Administrative Clerk

Police Records Clerk

Police Records Clerk/ Dispatcher

Police Services Specialist

Recreation Assistant

Senior Bus Driver

Position Title

Senior Center Assistant

Senior Center Leader/Bus Driver

Senior Center Specialist

Senior Code Enforcement Officer

Senior Recreation Leader

ATTACHMENT A-1

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Administrative Secretary	2	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Assistant Planner	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Code Enforcement Officer	1	Hourly	39	31.3990	32.9692	34.6178	36.3486	38.1659
			Bi-Weekly		2,511.92	2,637.54	2,769.42	2,907.88	3,053.27
			Monthly		5,443	5,715	6,000	6,300	6,615
			Annual		65,310	68,576	72,005	75,605	79,385
ICEA	Deputy City Clerk	0	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Engineering Technician	3	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370
ICEA	Finance Analyst	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Human Resources Specialist	0	Hourly	38	30.6327	32.1644	33.7726	35.4611	37.2341
			Bi-Weekly		2,450.62	2,573.15	2,701.81	2,836.88	2,978.73
			Monthly		5,310	5,575	5,854	6,147	6,454
			Annual		63,716	66,902	70,247	73,759	77,447
ICEA	Inclusion Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Information Technology Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Janitor	1	Hourly	20	19.6404	20.6226	21.6538	22.7365	23.8736
			Bi-Weekly		1,571.23	1,649.81	1,732.31	1,818.92	1,909.88
			Monthly		3,404	3,575	3,753	3,941	4,138
			Annual		40,852	42,895	45,040	47,292	49,657
ICEA	Library Technician	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Maintenance Aide	4	Hourly	25	22.2216	23.3327	24.4995	25.7245	27.0106
			Bi-Weekly		1,777.73	1,866.62	1,959.96	2,057.96	2,160.85
			Monthly		3,852	4,044	4,247	4,459	4,682
			Annual		46,221	48,532	50,959	53,507	56,182
ICEA	Maintenance Lead Worker	2	Hourly	43	34.6587	36.3918	38.2115	40.1221	42.1284
			Bi-Weekly		2,772.69	2,911.35	3,056.92	3,209.77	3,370.27
			Monthly		6,008	6,308	6,623	6,955	7,302
			Annual		72,090	75,695	79,480	83,454	87,627

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Worker I	2	Hourly	31	25.7707	27.0591	28.4120	29.8327	31.3245
			Bi-Weekly		2,061.65	2,164.73	2,272.96	2,386.62	2,505.96
			Monthly		4,467	4,690	4,925	5,171	5,430
			Annual		53,603	56,283	59,097	62,052	65,155
ICEA	Maintenance Worker II	4	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370
ICEA	Office Specialist	3	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Permit Technician	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Planning Technician	0	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Police Administrative Clerk	1	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503
ICEA	Police Records Clerk	0	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	26.4144	27.7351	29.1216	30.5779	32.1067
			Bi-Weekly		2,113.15	2,218.81	2,329.73	2,446.23	2,568.54
			Monthly		4,579	4,807	5,048	5,300	5,565
			Annual		54,942	57,689	60,573	63,602	66,782

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Services Specialist	1	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Recreation Assistant	0	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Bus Driver	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Center Assistant	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Senior Center Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Code Enforcement Officer	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Senior Recreation Leader	3	Hourly	19	19.1620	20.1202	21.1264	22.1827	23.2918
			Bi-Weekly		1,532.96	1,609.62	1,690.12	1,774.62	1,863.35
			Monthly		3,321	3,488	3,662	3,845	4,037
			Annual		39,857	41,850	43,943	46,140	48,447

ATTACHMENT A-2

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Administrative Secretary	2	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Assistant Planner	1	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Building Inspector	1	Hourly	44	36.9466	38.7938	40.7337	42.7702	44.9087
			Bi-Weekly		2,955.73	3,103.50	3,258.69	3,421.62	3,592.69
			Monthly		6,404	6,724	7,061	7,414	7,784
			Annual		76,849	80,691	84,726	88,962	93,410
ICEA	Bus Driver	1	Hourly	33	28.1587	29.5668	31.0452	32.5976	34.2274
			Bi-Weekly		2,252.69	2,365.35	2,483.62	2,607.81	2,738.19
			Monthly		4,881	5,125	5,381	5,650	5,933
			Annual		58,570	61,499	64,574	67,803	71,193
ICEA	Code Enforcement Officer	1	Hourly	39	32.6548	34.2875	36.0019	37.8019	39.6918
			Bi-Weekly		2,612.38	2,743.00	2,880.15	3,024.15	3,175.35
			Monthly		5,660	5,943	6,240	6,552	6,880
			Annual		67,922	71,318	74,884	78,628	82,559
ICEA	Deputy City Clerk	0	Hourly	41	34.3077	36.0231	37.8240	39.7154	41.7010
			Bi-Weekly		2,744.62	2,881.85	3,025.92	3,177.23	3,336.08
			Monthly		5,947	6,244	6,556	6,884	7,228
			Annual		71,360	74,928	78,674	82,608	86,738
ICEA	Engineering Technician	3	Hourly	40	33.4716	35.1452	36.9024	38.7476	40.6851
			Bi-Weekly		2,677.73	2,811.62	2,952.19	3,099.81	3,254.81
			Monthly		5,802	6,092	6,396	6,716	7,052
			Annual		69,621	73,102	76,757	80,595	84,625

CITY OF IRWINDALE
Full-Time Salary Schedule
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Analyst	1	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Finance Technician	1	Hourly	36	30.3231	31.8394	33.4313	35.1029	36.8582
			Bi-Weekly		2,425.85	2,547.15	2,674.50	2,808.23	2,948.65
			Monthly		5,256	5,519	5,795	6,085	6,389
			Annual		63,072	66,226	69,537	73,014	76,665
ICEA	Human Resources Specialist	0	Hourly	38	31.8582	33.4510	35.1236	36.8798	38.7240
			Bi-Weekly		2,548.65	2,676.08	2,809.88	2,950.38	3,097.92
			Monthly		5,522	5,798	6,088	6,393	6,712
			Annual		66,265	69,578	73,057	76,710	80,546
ICEA	Inclusion Specialist	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Information Technology Technician	1	Hourly	36	30.3231	31.8394	33.4313	35.1029	36.8582
			Bi-Weekly		2,425.85	2,547.15	2,674.50	2,808.23	2,948.65
			Monthly		5,256	5,519	5,795	6,085	6,389
			Annual		63,072	66,226	69,537	73,014	76,665
ICEA	Janitor	1	Hourly	20	20.4260	21.4471	22.5197	23.6457	24.8279
			Bi-Weekly		1,634.08	1,715.77	1,801.58	1,891.65	1,986.23
			Monthly		3,541	3,718	3,903	4,099	4,304
			Annual		42,486	44,610	46,841	49,183	51,642
ICEA	Library Technician	1	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Maintenance Aide	4	Hourly	25	23.1106	24.2663	25.4798	26.7538	28.0913
			Bi-Weekly		1,848.85	1,941.31	2,038.38	2,140.31	2,247.31
			Monthly		4,006	4,206	4,417	4,637	4,869
			Annual		48,070	50,474	52,998	55,648	58,430

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Lead Worker	2	Hourly	43	36.0452	37.8476	39.7399	41.7269	43.8135
			Bi-Weekly		2,883.62	3,027.81	3,179.19	3,338.15	3,505.08
			Monthly		6,248	6,560	6,888	7,233	7,594
			Annual		74,974	78,723	82,659	86,792	91,132
ICEA	Maintenance Worker I	2	Hourly	31	26.8014	28.1413	29.5486	31.0260	32.5774
			Bi-Weekly		2,144.12	2,251.31	2,363.88	2,482.08	2,606.19
			Monthly		4,646	4,878	5,122	5,378	5,647
			Annual		55,747	58,534	61,461	64,534	67,761
ICEA	Maintenance Worker II	4	Hourly	40	33.4716	35.1452	36.9024	38.7476	40.6851
			Bi-Weekly		2,677.73	2,811.62	2,952.19	3,099.81	3,254.81
			Monthly		5,802	6,092	6,396	6,716	7,052
			Annual		69,621	73,102	76,757	80,595	84,625
ICEA	Office Specialist	3	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Permit Technician	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Planning Technician	0	Hourly	36	30.3231	31.8394	33.4313	35.1029	36.8582
			Bi-Weekly		2,425.85	2,547.15	2,674.50	2,808.23	2,948.65
			Monthly		5,256	5,519	5,795	6,085	6,389
			Annual		63,072	66,226	69,537	73,014	76,665
ICEA	Police Administrative Clerk	1	Hourly	28	24.8880	26.1322	27.4389	28.8111	30.2514
			Bi-Weekly		1,991.04	2,090.58	2,195.12	2,304.88	2,420.12
			Monthly		4,314	4,530	4,756	4,994	5,244
			Annual		51,767	54,355	57,073	59,927	62,923
ICEA	Police Records Clerk	0	Hourly	28	24.8880	26.1322	27.4389	28.8111	30.2514
			Bi-Weekly		1,991.04	2,090.58	2,195.12	2,304.88	2,420.12
			Monthly		4,314	4,530	4,756	4,994	5,244
			Annual		51,767	54,355	57,073	59,927	62,923

CITY OF IRWINDALE
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	27.4712	28.8447	30.2870	31.8014	33.3913
			Bi-Weekly		2,197.69	2,307.58	2,422.96	2,544.12	2,671.31
			Monthly		4,762	5,000	5,250	5,512	5,788
			Annual		57,140	59,997	62,997	66,147	69,454
ICEA	Police Services Specialist	1	Hourly	41	34.3077	36.0231	37.8240	39.7154	41.7010
			Bi-Weekly		2,744.62	2,881.85	3,025.92	3,177.23	3,336.08
			Monthly		5,947	6,244	6,556	6,884	7,228
			Annual		71,360	74,928	78,674	82,608	86,738
ICEA	Recreation Assistant	0	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Senior Bus Driver	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Senior Center Assistant	1	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	28.1587	29.5668	31.0452	32.5976	34.2274
			Bi-Weekly		2,252.69	2,365.35	2,483.62	2,607.81	2,738.19
			Monthly		4,881	5,125	5,381	5,650	5,933
			Annual		58,570	61,499	64,574	67,803	71,193
ICEA	Senior Center Specialist	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Senior Code Enforcement Officer	1	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Senior Recreation Leader	3	Hourly	19	19.9284	20.9250	21.9712	23.0697	24.2231
			Bi-Weekly		1,594.27	1,674.00	1,757.69	1,845.58	1,937.85
			Monthly		3,454	3,627	3,808	3,999	4,199
			Annual		41,451	43,524	45,700	47,985	50,384

ATTACHMENT A-3

CITY OF IRWINDALE
Full-Time Salary Schedule
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Effective July 5, 2026

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	39.1957	41.1553	43.2130	45.3736	47.6423
			Bi-Weekly		3,135.65	3,292.42	3,457.04	3,629.88	3,811.38
			Monthly		6,794	7,134	7,490	7,865	8,258
			Annual		81,527	85,603	89,883	94,377	99,096
ICEA	Administrative Secretary	2	Hourly	37	32.1688	33.7774	35.4663	37.2399	39.1019
			Bi-Weekly		2,573.50	2,702.19	2,837.31	2,979.19	3,128.15
			Monthly		5,576	5,855	6,148	6,455	6,778
			Annual		66,911	70,257	73,770	77,459	81,332
ICEA	Assistant Planner	1	Hourly	45	39.1957	41.1553	43.2130	45.3736	47.6423
			Bi-Weekly		3,135.65	3,292.42	3,457.04	3,629.88	3,811.38
			Monthly		6,794	7,134	7,490	7,865	8,258
			Annual		81,527	85,603	89,883	94,377	99,096
ICEA	Building Inspector	1	Hourly	44	38.2399	40.1519	42.1596	44.2678	46.4813
			Bi-Weekly		3,059.19	3,212.15	3,372.77	3,541.42	3,718.50
			Monthly		6,628	6,960	7,308	7,673	8,057
			Annual		79,539	83,516	87,692	92,077	96,681
ICEA	Bus Driver	1	Hourly	33	29.1442	30.6014	32.1317	33.7385	35.4255
			Bi-Weekly		2,331.54	2,448.12	2,570.54	2,699.08	2,834.04
			Monthly		5,052	5,304	5,570	5,848	6,140
			Annual		60,620	63,651	66,834	70,176	73,685
ICEA	Code Enforcement Officer	1	Hourly	39	33.7976	35.4875	37.2620	39.1250	41.0813
			Bi-Weekly		2,703.81	2,839.00	2,980.96	3,130.00	3,286.50
			Monthly		5,858	6,151	6,459	6,782	7,121
			Annual		70,299	73,814	77,505	81,380	85,449
ICEA	Deputy City Clerk	0	Hourly	41	35.5087	37.2841	39.1486	41.1058	43.1611
			Bi-Weekly		2,840.69	2,982.73	3,131.88	3,288.46	3,452.88
			Monthly		6,155	6,463	6,786	7,125	7,481
			Annual		73,858	77,551	81,429	85,500	89,775
ICEA	Engineering Technician	3	Hourly	40	34.6433	36.3755	38.1942	40.1038	42.1091
			Bi-Weekly		2,771.46	2,910.04	3,055.54	3,208.31	3,368.73
			Monthly		6,005	6,305	6,620	6,951	7,299
			Annual		72,058	75,661	79,444	83,416	87,587

CITY OF IRWINDALE
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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Analyst	1	Hourly	45	39.1957	41.1553	43.2130	45.3736	47.6423
			Bi-Weekly		3,135.65	3,292.42	3,457.04	3,629.88	3,811.38
			Monthly		6,794	7,134	7,490	7,865	8,258
			Annual		81,527	85,603	89,883	94,377	99,096
ICEA	Finance Technician	1	Hourly	36	31.3846	32.9538	34.6014	36.3317	38.1486
			Bi-Weekly		2,510.77	2,636.31	2,768.12	2,906.54	3,051.88
			Monthly		5,440	5,712	5,998	6,298	6,612
			Annual		65,280	68,544	71,971	75,570	79,349
ICEA	Human Resources Specialist	0	Hourly	38	32.9731	34.6216	36.3529	38.1707	40.0793
			Bi-Weekly		2,637.85	2,769.73	2,908.23	3,053.65	3,206.35
			Monthly		5,715	6,001	6,301	6,616	6,947
			Annual		68,584	72,013	75,614	79,395	83,365
ICEA	Inclusion Specialist	1	Hourly	37	32.1688	33.7774	35.4663	37.2399	39.1019
			Bi-Weekly		2,573.50	2,702.19	2,837.31	2,979.19	3,128.15
			Monthly		5,576	5,855	6,148	6,455	6,778
			Annual		66,911	70,257	73,770	77,459	81,332
ICEA	Information Technology Technician	1	Hourly	36	31.3846	32.9538	34.6014	36.3317	38.1486
			Bi-Weekly		2,510.77	2,636.31	2,768.12	2,906.54	3,051.88
			Monthly		5,440	5,712	5,998	6,298	6,612
			Annual		65,280	68,544	71,971	75,570	79,349
ICEA	Janitor	1	Hourly	20	21.1409	22.1981	23.3082	24.4736	25.6971
			Bi-Weekly		1,691.27	1,775.85	1,864.65	1,957.88	2,055.77
			Monthly		3,664	3,848	4,040	4,242	4,454
			Annual		43,973	46,172	48,481	50,905	53,450
ICEA	Library Technician	1	Hourly	29	26.4029	27.7231	29.1091	30.5644	32.0928
			Bi-Weekly		2,112.23	2,217.85	2,328.73	2,445.15	2,567.42
			Monthly		4,577	4,805	5,046	5,298	5,563
			Annual		54,918	57,664	60,547	63,574	66,753
ICEA	Maintenance Aide	4	Hourly	25	23.9192	25.1154	26.3712	27.6899	29.0745
			Bi-Weekly		1,913.54	2,009.23	2,109.69	2,215.19	2,325.96
			Monthly		4,146	4,353	4,571	4,800	5,040
			Annual		49,752	52,240	54,852	57,595	60,475

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Lead Worker	2	Hourly	43	37.3067	39.1721	41.1308	43.1875	45.3471
			Bi-Weekly		2,984.54	3,133.77	3,290.46	3,455.00	3,627.77
			Monthly		6,467	6,790	7,129	7,486	7,860
			Annual		77,598	81,478	85,552	89,830	94,322
ICEA	Maintenance Worker I	2	Hourly	31	27.7394	29.1264	30.5827	32.1120	33.7178
			Bi-Weekly		2,219.15	2,330.12	2,446.62	2,568.96	2,697.42
			Monthly		4,808	5,049	5,301	5,566	5,844
			Annual		57,698	60,583	63,612	66,793	70,133
ICEA	Maintenance Worker II	4	Hourly	40	34.6433	36.3755	38.1942	40.1038	42.1091
			Bi-Weekly		2,771.46	2,910.04	3,055.54	3,208.31	3,368.73
			Monthly		6,005	6,305	6,620	6,951	7,299
			Annual		72,058	75,661	79,444	83,416	87,587
ICEA	Office Specialist	3	Hourly	29	26.4029	27.7231	29.1091	30.5644	32.0928
			Bi-Weekly		2,112.23	2,217.85	2,328.73	2,445.15	2,567.42
			Monthly		4,577	4,805	5,046	5,298	5,563
			Annual		54,918	57,664	60,547	63,574	66,753
ICEA	Permit Technician	1	Hourly	37	32.1688	33.7774	35.4663	37.2399	39.1019
			Bi-Weekly		2,573.50	2,702.19	2,837.31	2,979.19	3,128.15
			Monthly		5,576	5,855	6,148	6,455	6,778
			Annual		66,911	70,257	73,770	77,459	81,332
ICEA	Planning Technician	0	Hourly	36	31.3846	32.9538	34.6014	36.3317	38.1486
			Bi-Weekly		2,510.77	2,636.31	2,768.12	2,906.54	3,051.88
			Monthly		5,440	5,712	5,998	6,298	6,612
			Annual		65,280	68,544	71,971	75,570	79,349
ICEA	Police Administrative Clerk	1	Hourly	28	25.7591	27.0471	28.3995	29.8197	31.3106
			Bi-Weekly		2,060.73	2,163.77	2,271.96	2,385.58	2,504.85
			Monthly		4,465	4,688	4,923	5,169	5,427
			Annual		53,579	56,258	59,071	62,025	65,126
ICEA	Police Records Clerk	0	Hourly	28	25.7591	27.0471	28.3995	29.8197	31.3106
			Bi-Weekly		2,060.73	2,163.77	2,271.96	2,385.58	2,504.85
			Monthly		4,465	4,688	4,923	5,169	5,427
			Annual		53,579	56,258	59,071	62,025	65,126

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	28.4327	29.8543	31.3471	32.9144	34.5601
			Bi-Weekly		2,274.62	2,388.35	2,507.77	2,633.15	2,764.81
			Monthly		4,928	5,175	5,434	5,705	5,990
			Annual		59,140	62,097	65,202	68,462	71,885
ICEA	Police Services Specialist	1	Hourly	41	35.5087	37.2841	39.1486	41.1058	43.1611
			Bi-Weekly		2,840.69	2,982.73	3,131.88	3,288.46	3,452.88
			Monthly		6,155	6,463	6,786	7,125	7,481
			Annual		73,858	77,551	81,429	85,500	89,775
ICEA	Recreation Assistant	0	Hourly	29	26.4029	27.7231	29.1091	30.5644	32.0928
			Bi-Weekly		2,112.23	2,217.85	2,328.73	2,445.15	2,567.42
			Monthly		4,577	4,805	5,046	5,298	5,563
			Annual		54,918	57,664	60,547	63,574	66,753
ICEA	Senior Bus Driver	1	Hourly	37	32.1688	33.7774	35.4663	37.2399	39.1019
			Bi-Weekly		2,573.50	2,702.19	2,837.31	2,979.19	3,128.15
			Monthly		5,576	5,855	6,148	6,455	6,778
			Annual		66,911	70,257	73,770	77,459	81,332
ICEA	Senior Center Assistant	1	Hourly	29	26.4029	27.7231	29.1091	30.5644	32.0928
			Bi-Weekly		2,112.23	2,217.85	2,328.73	2,445.15	2,567.42
			Monthly		4,577	4,805	5,046	5,298	5,563
			Annual		54,918	57,664	60,547	63,574	66,753
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	29.1442	30.6014	32.1317	33.7385	35.4255
			Bi-Weekly		2,331.54	2,448.12	2,570.54	2,699.08	2,834.04
			Monthly		5,052	5,304	5,570	5,848	6,140
			Annual		60,620	63,651	66,834	70,176	73,685
ICEA	Senior Center Specialist	1	Hourly	37	32.1688	33.7774	35.4663	37.2399	39.1019
			Bi-Weekly		2,573.50	2,702.19	2,837.31	2,979.19	3,128.15
			Monthly		5,576	5,855	6,148	6,455	6,778
			Annual		66,911	70,257	73,770	77,459	81,332
ICEA	Senior Code Enforcement Officer	1	Hourly	45	39.1957	41.1553	43.2130	45.3736	47.6423
			Bi-Weekly		3,135.65	3,292.42	3,457.04	3,629.88	3,811.38
			Monthly		6,794	7,134	7,490	7,865	8,258
			Annual		81,527	85,603	89,883	94,377	99,096
ICEA	Senior Recreation Leader	3	Hourly	19	20.6260	21.6572	22.7399	23.8769	25.0707
			Bi-Weekly		1,650.08	1,732.58	1,819.19	1,910.15	2,005.65
			Monthly		3,575	3,754	3,942	4,139	4,346
			Annual		42,902	45,047	47,299	49,664	52,147

Item #19.H.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Amendment No. 3 with PlaceWorks, Inc.

City Manager's Recommendation:

That the City Council approve the attached contract Amendment No. 3 with PlaceWorks, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development Director



Prepared by:

Brandi Jones, Senion Planner



Reviewed by:

Adrian R. Guerra, City Attorney

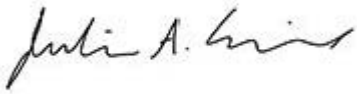


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 26, 2022, the City Council approved an Agreement for Professional Contract Services with Placeworks, Inc. ("Contract") for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for a proposed project at 13620 Live Oak Lane. The project includes a Specific Plan to develop an industrial business park with up to three (3) industrial buildings and an optional Battery Energy Storage System (BESS) operation.

The Contract stated that the Consultant shall commence the service upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance", in no event to exceed October 23, 2023. However, due to the multiple factors such as additional analyses for transportation and air quality/GHG, Specific Plan revisions, site plan revisions, and additional cumulative project analysis, the timeline to complete the project has been delayed and the term of the contract needs to be extended in order for the Consultant to complete its services under the Contract.

On December 13, 2023, the City Council approved the first amendment to the contract to grant a time extension and complete the following additional task beyond the original scope:

- EIR revisions to reflect changes in the Project Description (addition of 15,000 SF office space).
- Updated graphics to reflect Specific Plan changes.
- Updated technical analyses to reflect project changes, including traffic study, air quality/GHG and Health Risk Assessment modeling.
- Response to applicant and City legal comments on the Screencheck EIR.
- Attendance at additional meetings as requested by applicant.
- Additional project management efforts related to an extension of project schedule and ongoing project changes.

The original contract was approved for $409,540.00 and the first amendment added an additional cost of $41,206.00, for a new contract totaling $450,746.00.

On May 8, 2024, the City Council approved the second amendment to the contract for an additional $56,690.00. The amendment was for additional budget to complete tasks that were out of scope of the

existing Contract:

- An additional iteration of EIR review/revisions compared to contract scope of work.
- Substantially greater volume and detail of EIR review comments (Applicant, City, and City Council) in comparison to approved scope of work.
- An approximate 3-month schedule extension (beyond PlaceWorks' control) resulting in additional Project Management effort.

The original contract was approved for $409,540.00 and the first amendment added an additional cost of $41,206.00, totaling $450,746.00. The second amendment added an additional $56,690.00, for a new contract totaling $507,436.00.

A third amendment to the original Contract has been requested to complete additional out of scope tasks:

- **Administrative FEIR (Response to Comments and Revisions to Draft EIR)**

  The City received comments on the Draft EIR from seven public agencies and two organizations. Comments from the California Air Resources Board (CARB), South Coast Air Quality Management District, the Advocates from the Environment, and comments from Blum, Colins & Ho, LLP (representing the Golden State Environmental Justice Alliance), including the attachment from Soil/Water/Air Protection Enterprise (SWAPE) were verbose and highly technical in nature and required additional time from PlaceWorks air quality, greenhouse gas (GHG), and health risk technical experts to review and respond that exceeded the hours forecast in our original proposal. Response to comment efforts required review of modeling prepared and provided by commenters, further technical substantiation and support of modeling inputs to address disagreements between experts, and review of and response to each of the additional mitigation measures suggested by commenters.

- **Screencheck FEIR**

Additional fees for this task are requested for the following:

- Update the FEIR to reflect an updated drainage plan and hydrology report
- Respond to applicant/City review comments on the AQMD draft response to comments.
- Revise/update FEIR to respond to City legal comments.
-

The third amendment will add an additional $34,990.00, totaling $542,428.00.

Fiscal Impact:

The entire cost for this consultant’s work will be covered by the Applicant/Developer, KP Irwindale Owner, LLC. The City's General Fund will not be impacted. The applicant has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the reimbursement between the City and KP Irwindale Owner, LLC.

The associated Project Reimbursement Agreement will be reviewed and approved by the City Manager per Resolution No. 2024-41-3518.

Attachments:

1. PlaceWorks Contract Services Agreement PlaceWorks Amendment No. 3(1031308.1)

AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND PLACEWORKS, INC. (PLACEWORKS)

THIS AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 3") is made and entered into this 13th day of November 2024, by and between the City of Irwindale, a California municipal corporation ("City"), and PlaceWorks, Inc., a California corporation ("Consultant" or "PlaceWorks"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. The City and Consultant entered into that certain Contract Services Agreement (herein "Agreement") dated October 26, 2022, for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the future buildout of up to three (3) speculative industrial buildings and an optional battery energy storage system, as those terms are defined in the Agreement.

B. The Agreement established a Contract Sum of FOUR HUNDRED AND NINE THOUSAND AND FIVE HUNDRED AND FORTY DOLLARS ($409,540.00).

C. Pursuant to Section 1.9 of the Agreement, any increase in compensation up to ten percent (10%) of the Contract Sum or $25,000 may be approved by the Contract Officer. Any increase in compensation exceeding $25,000 must be approved by the City Council. The City Council has approved this amendment to the Agreement pursuant to Section 1.9.

D. On December 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, and established a maximum Contract Sum $450,746.00.

E. On May 8, 2024, the Parties entered into Amendment No. 2 to the Agreement, and established a maximum Contract Sum $507,436.00.

F. By this Amendment No. 3, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 2.1 of the Agreement to increase in the Contract Sum from $507,438.00 to $542,428.00.

G. By this Amendment No. 3, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 3.2 of the Agreement to account for a revised Schedule of Performance.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1 of the Agreement, entitled "Contract Sum" shall be amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

> "2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~FOUR HUNDRED AND NINE THOUSAND AND FIVE HUNDRED AND FORTY DOLLARS ($409,540.00) FOUR HUNDRED AND FIFTY THOUSAND AND SEVEN HUNDRED AND FORTY-SIX DOLLARS ($450,746.00) FIVE HUNDRED AND SEVEN THOUSAND, FOUR HUNDRED AND THIRTY EIGHT DOLLARS ($507,438.00)~~ ***FIVE HUNDRED AND FORTY TWO THOUSAND, FOUR HUNDRED AND TWENTY EIGHT DOLLARS ($542,428.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

2. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

> "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", ~~dated November 20, 2023 dated May 2, 2024~~, ***dated September 16, 2024*** 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 one hundred eighty (180) days cumulatively."

3. Exhibit "A" to the Agreement is hereby amended to incorporate Amendment No. 3 to the Scope of Services, attached hereto as Exhibit "A." Whenever the term "Scope of Services" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 3 to the Scope of Services.

4. Exhibit "B" to the Agreement entitled "Special Requirements" shall remain unchanged.

5. Exhibit "C" of the Agreement entitled "Schedule of Compensation" shall be substituted and superseded in its entirety with the "Schedule of Compensation contained in Exhibit "C" attached hereto.

6. Exhibit "D" of the Agreement entitled "Schedule of Performance/Timeline" shall be substituted and superseded in its entirety by the "Schedule of Performance/Timeline" dated September 16, 2024, contained in Exhibit "D" attached hereto.

7. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 3.

8. Corporate Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

PLACEWORKS, INC., a California corporation

By:_____
Name: Keith McCann
Title: CEO
Address: 3 MacArthur Place,
Suite 1100
Santa Ana, CA 92707

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.

EXHIBIT "A"

AMENDMENT NO. 3 SCOPE OF SERVICES
November 13, 2024

The following scope of work details the additional work covered in this contract amendment and is organized per the tasks in our original approved contract with the City dated October 26, 2022 (proposal updated August 31, 2022, and amended November 23, 2023 and April 15, 2024). Table 1, *Cost Estimate* details the additional fees requested in this amendment as well as summarizing the contract amounts by task for the original contract and Contract Amendments approved to-date. The out-of-scope tasks included in this 3rd Contract Amendment request are detailed below.

SCOPE OF WORK

TASK 1. PROJECT INITIATION

This task has been completed and no additional fees are requested.

Task 2. NOTICE OF PREPARATION AND SCOPING MEETING

Task 2.1 Notice of Preparation

This task has been completed and no additional fees are requested.

Task 2.2 Scoping Meeting

This task has been completed and no additional fees are requested.

TASK 3. DRAFT EIR

Task 3.1 Administrative DEIR

This task has been completed and no additional fees are requested.

Task 3.2 Screencheck DEIR

This task has been completed and no additional fees are requested.

Task 3.3 Public Review DEIR

This task has been completed and no additional fees are requested.

Task 4. FINAL EIR

4.1 Administrative FEIR (Response to Comments and Revisions to Draft EIR)

The City received comments on the Draft EIR from seven public agencies and two organizations. Comments from the California Air Resources Board (CARB), South Coast Air Quality Management District, the Advocates from the Environment, and comments from Blum, Colins & Ho, LLP (representing the Golden State Environmental Justice Alliance), including the attachment from Soil/Water/Air Protection Enterprise (SWAPE) were verbose and highly technical in nature and required additional time from PlaceWorks air quality, greenhouse gas (GHG), and health risk technical experts to review and respond that exceeded the hours forecast in our original proposal. Response to comment efforts required review of modeling prepared and provided by commenters, further technical substantiation and support of modeling inputs to address disagreements between experts, and review of and response to each of the additional mitigation measures suggested by commenters.

4.2 Screencheck FEIR

Additional fees for this task are requested for the following:

- Update the FEIR to reflect an updated drainage plan and hydrology report
- received by the applicant.
- Respond to applicant/City review comments (pending receipt) on the AQMD draft
- response to comments.
- Revise/update FEIR to respond to City legal comments (pending receipt of comments).

4.3 Mitigation Monitoring and Reporting Program

This task has been initiated and there is no change to the cost estimate.

4.4 Findings of Facts and Statement of Overriding Considerations

This task has been initiated and there is no change to the cost estimate.

4.5 Notice of Determination

This task has not been initiated and there is no change to the cost estimate.

TASK 5. CITY STAFF COORDINATION MEETINGS, COMMUNITY MEETING, AND PUBLIC HEARINGS

There are no requested changes to the City staff coordination meetings and related budget.

Our cost estimate for public hearings is based on attendance at two public hearings by JoAnn Hadfield. Given the complexity and scale of the technical comments received

regarding air quality, GHG and health risks, we have added hours for John Vang, AQ/GHG/HRA specialist, to also participate in two hearings.

TASK 6. PROJECT MANAGEMENT

No additional fees are requested for project management. Contract amendment No. 2 assumed project approval in September 2024. We are still anticipating that the project will go to public hearings in September.

TASK 7. PLACEWORKS TECHNICAL STUDIES

7.1 Air Quality and Greenhouse Gas Emissions Analyses

No changes are required to this task.

7.2 Energy

No changes are required to this task.

7.3 Construction Health Risk Assessment

No changes are required to this task.

7.4 Operational Health Risk Assessment

No changes are required to this task.

7.5 Cultural and Paleontological Records Search

No changes are required to this task.

7.6 Noise and Vibration Analysis

No changes are required to this task.

TASK 8. TRAFFIC IMPACT ANALYSIS: ITERIS

8.1 Project Management, Project Initiation, Scope Refinement, and Data Collection

There are no changes to this task.

8.2 Traffic Analysis

There are no changes to this task.

8.3 CEQA Analysis

There are no changes to this task.

8.4 Response to Comments

There are no changes to this task.

8.5 Revised Land Use – Add On

There are no changes to this task.

TASK 9. TECHNICAL STUDIES PEER REVIEW

9.1 Phase I Environmental Site Assessment and Geotechnical Study

No changes are required to this task.

9.2 Hydrology and Water Quality

No additional fees are required for this task.

9.3 Sewer and Utility Studies

No additional fees are required for this task.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

PLACEWORKS

Cost Estimate

Table 1 Cost Estimate, Irwindale Gateway EIR, 3rd Contract Amendment

	ORIGINAL APPROVED CONTRACT AMOUNT	TOTAL CONTRACT W/ AMENDMENT NO. 1	TOTAL CONTRACT W/AMENDMENT NO. 2	CONTRACT AMENDMENT NO. 3 REQUEST	TOTAL CONTRACT W/AMENDMENT NO. 3
1. PROJECT INIITATION	**$13,729**	**$10,641**	**$10,641**	**$0**	**$10,641**
2. NOP & SCOPING MEETING					
2.1 NOP	2,938	6,160	6,160	0	6,160
2.2 Scoping Meeting	3,907	4,441	4,441	0	4,441
Subtotal Tasl 2:	**6,845**	**10,601**	**10,601**	**0**	**10,601**
3. DRAFT EIR					
3.1 Admin DEIR	108,839	108,839	114,579	0	114,579
3.2 Screencheck EIR	14,188	42,121	67,496	0	67,496
3.3Public Review DEIR	8,884	8,884	28,614	0	28,614
Subtotal Task 3:	**131,911**	**159,844**	**210,689**	**0**	**210,689**
4. FINAL EIR					
4.1 Admin FEIR	15,473	15,473	15,473	21,030	36,503
4.2 Screencheck FEIR	3,631	3,631	3,631	7,120	10,751
4.3 MMRP	1,499	1,499	1,499	0	1,499
4.4 FOF and SOC	5,692	5,692	5,692	0	5,692
4.5 NOD	612	612	612	0	612
Subtotal Task 4:	**26,907**	**26,907**	**26,907**	**28,150**	**55,057**
5. COORD MTGS, COMMMUNITY MTGS, PUBLIC HEARINGS	**10,955**	**16,453**	**17,318**	**1,840**	**19,158**
6. PROJECT MANAGEMENT	**18,972**	**26,964**	**31,944**	**0**	**31,944**
7. PLACEWORKS TECHNICAL STUDIES					
7.1 AQ/GHG	26,270	33,053	33,053	0	33,053
7.2 Energy	4,682	4,862	4,862	0	4,862
7.3 Construction HRA	10,598	10,598	10,598	0	10,598
7.4 Operational HRA	14,979	18,116	18,116	0	18,116
7.5 Cultural and Paleo	1,800	1,800	1,800	0	1,800
7.6 Noise and Vibration	22,501	3,147	3,147	0	3,147
Subtotal Task 7:	**80,830**	**71,396**	**71,396**	**0**	**71,396**
8. TRAFFIC IMPACT – ITERIS	**84,051**	**89,639**	**89,639**	**0**	**89,639**
9. TECHNICAL STUDIES PEER REVIEW					
9.1 Phase 1 ESA and Geotech Study	8,951	**0**	**0**	0	**0**
9.2 Hydro/WQ	1,897	**1,933**	**1,933**	0	**1,933**
9.3 Sewer and Utility Study	2,846	**2,260**	**2,260**	0	**2,260**
Subtotal Task 9:	**13,694**	**4,193**	**4,193**	**0**	**4,193**

Table 1 Cost Estimate, Irwindale Gateway EIR, 3rd Contract Amendment

	ORIGINAL APPROVED CONTRACT AMOUNT	TOTAL CONTRACT W/ AMENDMENT NO. 1	TOTAL CONTRACT W/AMENDMENT NO. 2	CONTRACT AMENDMENT NO. 3 REQUEST	TOTAL CONTRACT W/AMENDMENT NO. 3
10. NOISE/VIBRATON -URBAN CROSSROAD	0	12,463	12,463	0	12,463
TOTAL LABOR	$387,894	$429,101	$485,791	$29,990	$515,781
Contingency Budget				*$5,000*	*$5,000*
Reimbursables	$21,647	$21,467	$21,647	$0	$21,647
GRAND TOTAL	$409,541	$450,747	$507,438	$34,990	$542,428

We appreciate your consideration of this requested contract amendment. Please let us know if you need any additional information to assist you in expediting this request.

Sincerely,

PLACEWORKS

JoAnn C. Hadfield
Principal, Environmental Services

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

IRWINDALE GATEWAY – Environmental Completion Schedule
December 12, 2023, w/updates 4/12/24, 6/18/24, 8/15/24, **9/16/24**

TASK	DESCRIPTION	DURATION	ANTICIPATED COMPLETION (AS OF 12/23)	COMPLETION OR ANTICIPATED COMPLETION (AS OF 6/18/24, 8/15/24, 9/16/24)	ADDITIONAL WEEKS
COMPLETE 2ND Screencheck EIR					
Air Quality/GHG/Health Risk Updates	Modeling updates	3 weeks	12/13/23	12/13/24	0
	Updated EIR text (reflecting modeling/SP plan updates & review comment changes)	1 week	12/13/23-12/20/23	12/13/24	0
Traffic Study Update (Iteris)	Update for +15K SF	2+ weeks	12/12/23	1/12/24	4 weeks
Update EIR text & graphics	Updates to reflect tech updates, Specific Plan update incl +15K SF office, and City planning, applicant and City legal review comments. Complete project alternatives	2+ weeks after tech updated completed	1/2/24 (Placeworks off Christmas week)	On schedule	
Submit 2nd SCEIR to City	Complete formatting/editing, submit full EIR	1 week	1/8/24	1/17/24	1+ week
CITY/APPLICANT Review/PlaceWorks Revise					
City/Applicant Review 2nd SCEIR	Review and provide comments on 2nd SCEIR	2 weeks	1/22/24	Applicant comments rec'd 2/1/24 City planning 2/16/24, 3/28/24 City legal 3/21, 3/26, 4/10/24	+11 wks
PlaceWorks Revise	Revise/update per City/applicant comments	1 week	1/29/24	4/19/24	Ongoing from receipt of comments. +10 weeks from original
Prepare Public Draft EIR	City approve as Draft EIR, PlaceWorks finalize & prepare mailing & notices	1 week	2/5/24	~~4/26/24~~ **5/10/24**	No change in duration (1 week)
PUBLIC REVIEW					

IRWINDALE GATEWAY – Environmental Completion Schedule
December 12, 2023, w/updates 4/12/24, 6/18/24, 8/15/24, **9/16/24**

TASK	DESCRIPTION	DURATION	ANTICIPATED COMPLETION (AS OF 12/23)	COMPLETION OR ANTICIPATED COMPLETION (AS OF 6/18/24, 8/15/24, 9/16/24)	ADDITIONAL WEEKS
45-Day Public Review Period	45-day public review City and Applicant Review	45 days	2/5/24 - 3/24/24	~~4/29/24-6/13/24~~ **5/13/24-6/27/24**	No change in duration
FINAL EIR & MMRP/FOF					
Admin Final EIR	Prepare Response to Comments	3 weeks	3/25/24 - 4/15/24	~~6/13/24-7/4/24~~ **6/27/24-7/17/24**	No change in duration
	RTC to AQMD letter	2 weeks	7/24/24-8/7/24	7/24/24-8/7/24	Addtn'l prep time due to , , 9/12/29/16/24receipt of late letter
	MMRP	1 week	4/8/24-4/15/24	~~6/27/24-7/4/24~~ ~~7/11/24-7/17/24~~ **7/11/24-9/12/24**	**Draft submitted to City 9/12/24**
	Draft FOF/SOC	1 week	4/8/24-4/15/24	~~6/27/24-7/4/24~~ ~~7/11/24-7/17/24~~ **7/11/24-9/12/24**	**Draft submitted to City 9/12/24**
City Review FEIR /PlaceWorks Revise	City/Applicant Review FEIR, MMRP and FOF/SOC	2 weeks	4/16/24-4/30/24	~~7/5/24-7/19/24~~ ~~7/18/24-7/31/24~~ ~~7/18/24-8/30/24~~ **7/18/24-9/27/24**	Extension for AQMD response and review, City legal review
	PlaceWorks revise per City/applicants final review comments and final format	1 week	-	9/30/24-10/4/24	Assumes minimal comments from City (legal) & applicant review
	Notice Commenting Public Agencies (10 days before hearings)	10 days	5/1/24-5/10/24	~~7/20/24-7/30/24~~ ~~7/31/24-8/10/24~~ ~~9/7/24-9/16/24~~ **10/7/24-10/17/24**	No change in duration
PUBLIC HEARINGS					

IRWINDALE GATEWAY – Environmental Completion Schedule
December 12, 2023, w/updates 4/12/24, 6/18/24, 8/15/24, **9/16/24**

TASK	DESCRIPTION	DURATION	ANTICIPATED COMPLETION (AS OF 12/23)	COMPLETION OR ANTICIPATED COMPLETION (AS OF 6/18/24, 8/15/24, 9/16/24)	ADDITIONAL WEEKS
Planning Commission	Public Hearing (3rd Wednesday)	1 day	5/15/24	~~August 21, 2024~~ **11/20/24 (earlier if scheduling possible)**	No change in duration
City Council	Public Hearing (2nd & 4th Wednesday)	1 day	6/12/24	~~September 11, 2024~~ **12/11/24 (earlier if scheduling possible)**	No change in duration

Item #19.I.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to approve the parade permit and a Fee Waiver for the procession or parade license fee for the “Our Lady of Guadalupe Church Fiesta” procession being held by Our Lady of Guadalupe Church on December 7- 8, 2024

City Manager's Recommendation:

That the City Council adopt **Resolution No. 2024-96-3573** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 7-8, 2024."

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Jeff Tyler, Acting Associate Planner — Electronically Approved

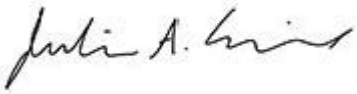
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Our Lady of Guadalupe Church is requesting a fee waiver. Our Lady of Guadalupe Church plans to have their annual "Our Lady of Guadalupe Church Fiesta" taking place on Saturday, December 7, 2024 and Sunday, December 8, 2024, which will include a procession honoring Our Lady of Guadalupe which is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession while honoring Our Lady of Guadalupe also honors and incorporates Aztec and European symbolism, is a free community event open to the public that will be held on Sunday, December 8, 2024 from 8:00 a.m. – 11:00 p.m. The procession will start at Our Lady of Guadalupe Church, 16025 E. Cypress Street at 8:00 a.m. and will end at Our Lady of Guadalupe Church at 11:00 p.m.

The original procession route submitted by the applicant included a route through a residential area and after meeting with City staff the procession route has been revised as follows to address safety concerns. Participants will gather at the starting point, Our Lady of Guadalupe Church. The route of the event will be to head west on Cypress Street to Irwindale Avenue where the procession will turn right heading north on Irwindale Avenue until reaching Calle De Paseo. At Calle De Paseo, the procession will turn right heading east and then turn left on the service road in front of City Hall. At the service road, the procession will head north to Calle De Norte. At Calle De Norte, the procession will turn left heading west to Irwindale Avenue. At Irwindale Avenue, the procession will turn left and head south to Cypress Street. At Cypress Street, the procession will turn left heading east where the procession will return to Our Lady of Guadalupe Church. The procession for this event will include two pick-up trucks carrying religious images, churros, dancers and approximately 1,000 participants who will be walking in the nonreligious procession. Traffic control services for the procession will be provided by So Cal Elite Traffic, Inc. All religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the procession for which the fee waiver is sought.

In order for Our Lady of Guadalupe Church to host this multicultural community event, the City of Irwindale requires a Special Event Permit, a Parade Permit and a Procession or Parade License, which includes a fee of $5,044.00. Our Lady of Guadalupe Church has paid the required Special Event Permit application of $150.00 and this permit will be issued prior to the event date.

On November 6, 2024, the Church submitted a Fee Waiver request for the Parade or Procession License fee of $5,044.00 to make this event possible.

The applicant's request to waive the Parade/Procession fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy. The Policy encourages 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.

In accordance with the approved "City of Irwindale Fee Adjustment Policy," this event qualifies for a fee waiver according to Section I, subsection H, "Any other fee the City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community." The Church is a non-profit organization and the procession provides a public benefit by supporting cultural, civic and community peace and understanding.

Fiscal Impact:

The approval of this item will result in a total fee waiver of $5,044.00.

Attachments:

1. Resolution 2024-96-3573 (Attachment A)
2. Fee Waiver Request Letter (Attachment B)
3. Special Event Permit Application (SEP 11-2024) (Attachment C)
4. City of Irwindale Fee Adjustment Policy and Application for Fee Adjustment (Attachment D & E)

RESOLUTION NO. 2024-96-3573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 7-8, 2024

WHEREAS, Our Lady of Guadalupe Church, the Applicant, submitted a Special Event Permit application to the Community Development Department on September 12, 2024 for the City of Irwindale's ("City") approval of a special event "SEP 11-2024 Our Lady of Guadalupe Church Fiesta" taking place on Saturday, December 7, 2024 and Sunday, December 8, 2024; and

WHEREAS, the Fiesta is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession, while honoring Our Lady of Guadalupe, also honors and incorporates Aztec and European symbolism and incorporates a procession. The Applicant is required under Irwindale Municipal Code (IMC) Section 10.44.080 "Parade Permit Requirements" to have City Council approval of a parade or procession permit; and

WHEREAS, the Applicant, being a non-profit community based organization within the City is holding a community event which qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy;" and

WHEREAS, the procession for this event will include two pick-up trucks carrying religious images, churros, dancers and approximately 1,000 participants who will be walking in the nonreligious procession, and all religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the procession for which the fee waiver is sought; and

WHEREAS, the event qualifies for and the City Council desires to waive the $5,044.00 Procession fee in accordance with the City of Irwindale Fee Adjustment Policy because the Church is a non-profit organization and the procession provides a public benefit by supporting cultural, civic and community peace and understanding.

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

SECTION 1. The City Council hereby approves the issuance of a parade permit for the special event "SEP 11-2024 Our Lady of Guadalupe Church Fiesta" procession taking place on December 7-8, 2024.

SECTION 2. The City Council finds that waiving the Procession License fee of $5,044.00 for this special event "SEP 11-2024 Our Lady of Guadalupe Church Fiesta" includes a procession that serves a valid public purpose of providing a public benefit to the community by supporting civic and community peace and understanding.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Procession License fee of $5,044.00.

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

PASSED, APPROVED AND ADOPTED this 13th day of November 2024.

_____
Albert Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-96-3573 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of November 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Our Lady Of Guadalupe Catholic Church

Irwindale, California

A Roman Catholic Christian Community of Faith, Worship and Service

November 6th, 2024

RE: Our Lady of Guadalupe Church Fiesta
December 7th and 8th, 2024

Hello Randy,

First, I want to thank you and the city for all the support that we had received in the past to Our Lady of Guadalupe Catholic Church.

Also, I want to thank you in the name of Our church Communication and for information about our request for our annual fiesta in honor to Our Lady of Guadalupe.

The Fiesta is un event to raise funds for the needs of the church - As you know we depend basically in the donations from our parishioners, lately after the pandemic, these donations decreased, so we need to do specials events so we can alleviate the cost of maintenance and repairs.

For this reason, I am requesting to you the possibility of a waive the fee of $5,044.00 - because we are not really a business, but a nonprofit organization, in the name of the community of Our Lady of Guadalupe, we appreciate all the attention you are giving to our request.

Blessings

Deacon José Guadamuz
Business Manager
Our Lady of Guadalupe church

16025 East Cypress Street, Irwindale, California 91706
Website: olgirwindale.org ● Tel: 626.962.3649 Ext. 221 ● Fax: 626.337.3318

September 17, 2024

TO: Review Departments:

[X] City Manager	[ ] Economic Development
[X] Assistant City Manager	[X] Police Department
[X] Code Enforcement	[X] Fire Department (Azusa)
[X] Community Development	[X] Business License
[X] Engineering/Building	[X] Human Resources
[X] Public Services	[ ] Parks/Recreation

FROM: Randy Silva, Code Enforcement Officer

RE: Special Event Permit Comment and Routing Sheet for "Our Lady of Guadalupe Church Fiesta"

Please review and respond to the attached application concerning the following Special Event Permit:

Special Event Permit No. 11-2024 – Our Lady of Guadalupe Church plans to have the "Our Lady of Guadalupe Church Fiesta". The event will include a procession that will start at the Church, make a right on Irwindale Avenue, a right on Calle De Paseo, a left on the service road in front of City Hall, a left onto Calle Del Norte, then make a left on Irwindale Avenue and a left on Cypress Street to finish at OLG Church. This event will also include vendor/ticket booths for church ministries to sell food, a stage with live music, carnival rides and there will be no outside vendors. Horses will not partake in the procession this year. The event will be held on Saturday, December 7, 2024, from 8:00AM – 11:00PM and Sunday, December 8, 2024, from 8:00 AM – 11:00 PM at Our Lady of Guadalupe Church, 16025 E. Cypress Street. The applicant expects an attendance of 1,000 people. A copy of the application is attached.

Please return your comments by **Thursday, October 17, 2024.** If you have any questions, feel free to contact me:

Phone: 626-430-2278
E-mail: rsilva@irwindaleca.gov

Special Event Permit Application

City of Irwindale • Community Development Department

5050 Irwindale Avenue • Irwindale, California 91706 • (626) 430-2208

By completing the information requested, this application will serve as a request for approval of a special event/temporary use permit. Planning Division staff will assist you in completing this application and can be reached at (626) 430-2208. Planning Division counter hours are 8:00 AM to 6:00 PM, Monday through Thursday.

The Planning Division requires that Special Event Permit Applications be completed and submitted for processing and application fee paid at least thirty (30) calendar days prior to the date of the proposed event. PLEASE NOTE: Applications submitted less than ten (10) calendar days prior to a proposed event WILL NOT be accepted. Submission of a Special Event Permit Application is not a guarantee that your event can be permitted. It is recommended that you do not promote your event until you've received confirmation from the Community Development Department that your event may proceed.

Event Information

Name of Proposed Event: OUR LADY OF GUADALUPE - FIESTA

Location of Event: 16025 E. CYPRESS STREET, IRWINDALE, CA 91706

Event Date(s) and Event Hours: DECEMBER 7TH 8:00 AM TO 11:00 PM, DECEMBER 8TH 8:00 AM TO 11:00 PM

On-site Contact(s): FR. HECTOR WILLIAM RODRIGUEZ

Please give a detailed description of the proposed event. (Attach separate sheets, if necessary.)
CARNIVAL, RIDES, FOOD BOOTHS, GAMES BOOTHS, ETC.,

Please list all temporary equipment (e.g. tents, fencing, canopies, stages, seating equipment, carnival rides, ticket booths, food booths, vendor booths, etc.) or temporary facilities (e.g. restrooms, etc.) that will be used in conjunction with this event. (Please indicate the location of all temporary equipment and temporary facilities on the site plan.)
TENTS, STAGE, CHAIRS, CARNIVAL RIDES, TICKETS BOOTHS, FOOD BOOTHS, PLOT PLAN ATTACHED

Will there be any type of entertainment (live or recorded)? ☑ Y ☐ N If yes, please provide specific details of the nature of entertainment (e.g. names of entertainers, dates and hours of appearance, etc.) and attach a schedule of events.
FOOD BOOTHS PROVIDES BY CHURCH MINISTRIES
TYPE OF BOOTHS NOTED, NO PLOT PLAN

Will this event consist of any vendors? ☐ Y ☑ N If yes, please indicate the total number of vendors and the type of (sales food or merchandise) that will be conducted during this event. In addition, provide a list of all vendor names, including vendor business address, contact person's name and telephone number. (Please indicate vendor locations on site plan.)

Will alcoholic beverages be sold or served during the event? ☐ Y ☑ N If yes, please indicate the date and hour that alcoholic beverages will be available for consumption. (Please indicate the location of all alcoholic beverage booths on the site plan.)

Is there an admission fee to this event? ☐ Y ☑ N If yes, what is the admission fee? _____ Are tickets being sold in advance? ☐ Y ☑ N If yes, please indicate source of ticket sales. _____

Is there a parking fee for this event? ☐ Y ☑ N If yes, what is the parking fee? _____

(Please, attach a detailed plot plan of the parking site. Plan should include lane access and exits.)

Is this event being advertised? ☑ Y ☐ N If yes, please indicate the source of advertisement (e.g. radio, television, newspaper, fliers, etc.) FLIERS

Anticipated daily attendance: APROX 1,000.00

The City of Irwindale requires private security at all special events. Please submit the company name and the proposed security plan for this event. Plan must include security deployment for the event area, parking site, and traffic control.

PRIVATE SECURITY COMPANY

Property Owner Certification

I certify that I am presently the legal owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

MICHAEL DAVITT - DIRECTOR OF REAL STATE — *Print Name and Title*

Signature

3424 WILSHIRE VLVR, LOS ANGELES, CA 90010 — *Address*

[redacted] — *Phone Number*

[redacted] — *E-mail Address*

09-06-2024 — *Date*

Applicant Certification

Any false, misleading or fraudulent statement of material fact in the required application shall be grounds for denial of the application for a special/temporary use permit.

I have used all reasonable diligence in completing this form. I have reviewed the form and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FR. HECTOR WILLIAM RODIGUEZ — *Print Name and Title*

Signature

16025 E. CYPRESS STREET, IRWINDALE, CA 91706 — *Address*

[redacted] — *Phone Number*

[redacted] — *E-mail Address*

09-06-2024 — *Date*

INDEMINIFICATION CLAUSE FOR SPECIAL EVENT PERMIT

The Applicant here after "Indemnitor" agrees to the following indemnification clause:

Indemnitor Don. José' Guadarrama shall indemnify, protect, defend and hold harmless the City of Irwindale (City), its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Indemnitor, its officers, agents and/or employees, whether intentional or negligent, (collectively, "Claims") in the performance of this Agreement. In addition to bearing the full cost and expenses of defending the City, the Indemnitor shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs resulting or related to any such Claims.

I HAVE READ AND UNDERSTAND THE ABOVE DATE 9-12-2024

Minimum Requirement Checklist For SEP Filing

- [x] 1. Completed Special Event Permit Application – Signed by applicant and property owner.
- [x] 2. Completed and signed by applicant – "Indemnification Clause for Special Event Permit." (SEP Application Page 2).
- [x] 3. Attach a detailed site plan of the event; plan should include the following information (if applicable):
  - Location of all temporary equipment
  - Vendor Locations
  - Parking site (Including lane access and exists)
- [x] 4. Special Event Application fee. SEP application cannot be accepted and processed until required fee is paid.
- [ ] 5. The applicant shall require all vendors that are expected to make any taxable sales transactions at this Irwindale event to complete form ***BOR-530-B REV. 4 (10-98) LOCAL TAX ALLOCATION FOR TEMPORARY SALES LOCATIONS AND CERTAIN AUCTIONEERS***, and to submit the completed form to the California State Board of Equalization.
- [x] 6. The event organizer and all event vendors are required to obtain a City of Irwindale business license. Business license applications must be filed online and have all fees paid prior to the event. Contact (626)430-2252 for additional information. Apply online at http://www.irwindaleca.gov/index.aspx?NID=186.
- [ ] 7. The County of Los Angeles Public Health Department requires that the event organizer and all food vendors (including restaurants) participating in the event must obtain a Temporary Food Facility (TFF) permit. LA County Department of Public Health, Environmental Health Division: http://www.publichealth.lacounty.gov/eh/

Additional Requirements For Irwindale Speedway & Event Center (aka Irwindale Speedway) Filing

- [ ] 8. All Special Events shall be pre-approved by the City and shall take place in City-approved areas within the Irwindale Speedway & Event Center site.
- [ ] 9. Attach a detailed site plan of the event; plan should include the following information (if applicable) :
  - The base for this required site plan shall be the Irwindale Speedway & Event Center Site Plan of Record that was approved by the City or a clear aerial image of the entire site.
  - Description of the parking layout, vehicle circulation details, on-site traffic signage details, and drag strip layout for review and approval by the Planning Department, Public Works/Engineering Department and by the Police Department.

10. **Please Note:** If the SEP application for proposed IEC event is submitted less than twenty (20) calendar days before the event, Applicant shall pay an additional fee of $250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

City Required Accounting For All Admissions And Parking Fees Collected

- [ ] 11. In accordance with Irwindale Municipal Code Section 3.04 the City charges an admissions tax upon every person who pays an admission charge to any place located in the City limits. All Special Events that are charging an admissions fee are required to pay, along with other required application fees, an Admissions Tax deposit equal to 3% of the projected gross income for the proposed event.

12. On or before the 15th day of the month following the special event, the applicant will give an accounting to the City of all taxable admissions and parking fees collected for the special event by submittal of the completed "Admisisons Tax Monthly Report" form. The Admissions Tax deposit received will be credited towards any additional taxes owed. The form can be found online on the City's website under "Planning" at http://www.irwindaleca.gov/.

Cancellation Policy

1. Should Event Organizer, for any reason, need to cancel their event; they must provide a written notice of cancellation and must be received in our office no later than ten (10) days prior to the event start date. Cancellations must be in written form; verbal cancellations will not be accepted.
2. Please keep in mind that Permit Fees are non-refundable. It is also possible that fees related to Police, Security, and/or Crossing Guard Services will still be incurred.

Additional Information

- [x] **The City of Irwindale requires a Certificate of Insurance (COI) which must reflect the following.**
  - General liability insurance. Permitee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The City of Irwindale, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

- Workers' Compensation with limits of $1 million (Required if the insured has paid employees)
- Liquor Liability required if alcohol will be consumed at the event
- The Description of Operations/Locations, etc. section must include the name of, the location of and the date(s) of the proposed special event.
- The Certificate Holder section must reflect:
  City of Irwindale
  5050 N. Irwindale Avenue
  Irwindale, CA 91706
- **Endorsements:** In addition to the certificate of Insurance, the City of Irwindale requires an Additional Insured Endorsement page naming **"The City of Irwindale, its elected officials, representatives, employees and agents"** as additional insured and **"The policy is endorsed with the Waiver of Subrogation in favor of the City of Irwindale, its elected officials, representatives, employees and agents."** You must provide a copy of the actual endorsement. Listing the City as an additional insured on the COI is not sufficient.
- Policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating "Excellent" or better.

This event may be subject to permits, conditions and requirements imposed by other agencies. The City of Irwindale will not issue a special/temporary permit until all applicable permits from the following agencies have been applied for:

City of Irwindale Building & Safety Department	**(626) 430-2205**
City of Irwindale Police Department	**(626) 430-2244, ext. 241**
Los Angeles County Fire Department	**(626) 574-0949**
Los Angeles County Health Department	**(626) 813-3380**

Upon review of Applicant's application, the City Manager will impose such fees, terms, conditions and restrictions upon the operation and conduct of the special event or temporary use.

Required Fee With Application Submittal

☐ $150 Irwindale resident SEP application fee.

☒ $150 Non-Profit/Charitable Organization SEP application fee. A Non-Profit/Charitable Organization that holds a valid designation under 26 USC 501(c)(3) or its successor.

☐ $500 SEP application fee if application is submitted 20 days or more in advance of the event.

☐ **Late Fee:** If the SEP application is submitted less than twenty (20) calendar days before the event, applicant shall pay an additional fee of $250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

This section is for City of Irwindale's Use Only.			
File No(s): SEP 11-2024		Permit No.:	
Received By: Randy Silva		Receipt No.: 00174307	
Date: 9/12/24		Filing Fee: $150.00 Check #1004	
Departmental Approvals	Date		Date
☐ Human Resources/Risk Management		☐ Business License	
☐ Building & Public Safety		☐ Police Department	
☐ Public Works Engineering		☐ Fire Department	
☐ Public Works Services		☐	

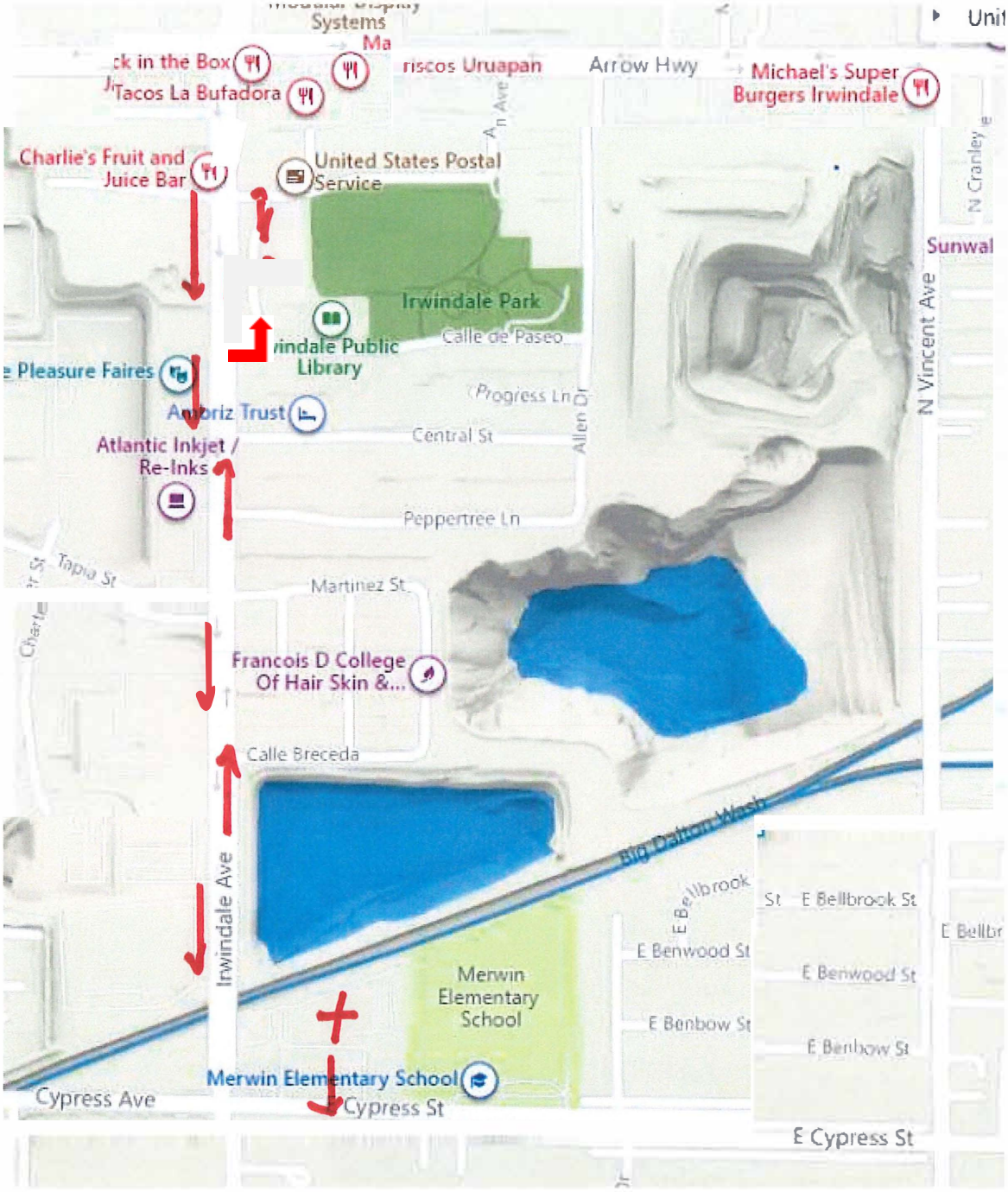
Special Event and Temporary Use Permit
Building and Safety Department checklist

Please provide the following on your site plan.
Answer the questionnaire at the column to the right. Where "YES" is checked, please contact Building & Safety at (626)430-2205. Items below may be subject to City permit approvals and inspections by the local building inspector.

PARKING LAYOUT	
Is parking provided? Requires accessible parking stall(s)	☑ YES ☐ NO
RESTROOM	
Permanent restroom facility available for the public? Requires accessible restroom	☑ YES ☐ NO
Portable restrooms provided? Requires accessible portable restroom	☐ YES ☑ NO
GRANDSTAND, STAGE, PLATFORM	
Elevated more than 30 inches above finished floor or ground?	☐ YES ☑ NO
TENT/CANOPY	
Larger than 120 square feet?	☑ YES ☐ NO
Larger than 4,500 square feet?	☐ YES ☑ NO
STRUCTURES (I.E. SPEAKERS, CANOPIES, ETC.)	
Greater than 12 feet in height?	☐ YES ☑ NO
PLUMBING, ELECTRICAL, MECHANICAL	
Any proposed work related to plumbing, mechanical, and/or electrical?	☐ YES ☑ NO



PLOT PLAN FOR BOOTHS


Systems
Ma
ck in the Box
Tacos La Bufadora
riscos Uruapan
Arrow Hwy
Michael's Super Burgers Irwindale
Charlie's Fruit and Juice Bar
United States Postal Service
Irwindale Park
Calle de Paseo
Pleasure Faires
Public Library
Progress Ln
Allen Dr
Atlantic Inkjet / Re-Inks
Central St
Peppertree Ln
Tapia St
Martinez St
N Vincent Ave
Sunwal
N Cranley
Francois D College Of Hair Skin &...
Calle Breceda
Big Dalton Wash
Irwindale Ave
E Bellbrook St
E Benwood St
E Benbow St
Merwin Elementary School
Merwin Elementary School
Cypress Ave
Cypress St
E Cypress St

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, agendize 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 Our Lady of Guadalupe Church

Address 16025 E. Cypress Street, Irwindale CA 91706

Phone (626) 962 -3649

Location of property to be improved/developed: _____

Name and description of organization (if applicable):

Our Lady of Guadalupe Church

Improvement or development to the property:

Fee(s) requesting to be waived:

License fee for a parade or procession $5,044.00.

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):

Item #19.J.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve the Safe, Clean Water Program Transfer Agreement No. 2024MP37 for the Municipal Program to Continue Receiving Measure W Funds

City Manager's Recommendation:

That the City Council (1) approve Safe, Clean Water Program Transfer Agreement No. 2024MP37 for the Municipal Program between the City of Irwindale and the Los Angeles County Flood Control District in order to continue receiving Measure W Funds subject to City Attorney approval as to form; and (2) approve Resolution No. 2024-94-3571 entitled, "A Resolution of the City Council of the City of Irwindale Approving Continued Participation in the Safe, Clean Water Program and Authorizing the Mayor to Execute the Transfer Agreement with Los Angeles County Flood Control District."

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Luis Pimentel, Associate Engineer

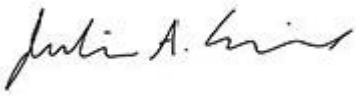
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On November 6, 2018, Los Angeles County voters passed the Safe, Clean Water Program (Measure W), which provides local, dedicated funding for stormwater and urban runoff to increase local water supply, improve water quality, and protect public health by implementing a parcel tax of 2.5% per square foot of impermeable area, surfaces covered by hardscape-like materials such as concrete and asphalt. The funding for this program is divided into the following three groups: The District Program, The Regional Program and the Municipal Program. The District Program is responsible for the administration of the Safe, Clean Water Program and 10% of the funding collected will be provided to the Los Angeles County Flood Control District (LACFCD) in order to oversee all three programs. The Regional Program will receive 50% of the funding collected and consists of nine watershed area steering committees (WASC) that are comprised of representatives from cities, agencies, and community stakeholders. WASC is responsible for reviewing and approving projects that meet criteria such as multi-regional benefits, infrastructure, technical resources, and scientific studies. The Municipal Program will receive 40% of the funding collected and provides cities with direct funding from revenues generated within their boundaries to address Stormwater and Urban Runoff challenges by developing and constructing projects that provide water quality benefit and collection, and maintain these projects

On July 22, 2020, the City Council approved initial Transfer Agreement No. 2020MP37 with LACFCD, enabling the City to receive its share of Municipal Program funds annually beginning with FY 2020-2021 and expiring at end of FY 2023-2024. With the expiration of the initial Transfer Agreement, each municipality, including Irwindale, must enter into a new Transfer Agreement to reinstate the annual disbursement of municipal funds. Transfer Agreement No. 2024MP37 will cover Fiscal Years 2024-2025 through 2027-2028.

In accordance with the Transfer Agreement, the City will continue to submit Annual Plans for utilization of the Municipal Program funds for Stormwater Fund operations and maintenance, programs, and capital improvement projects that ensure compliance with the MS4 Permit.

City staff and the City Attorney have reviewed and approved the attached Transfer Agreement as to form.

Fiscal Impact:

The adopted budget for Fiscal Year 2024-2025 includes an estimated revenue of $400,000 for Measure W. The expenditure guidelines allow 30% of this funding to be used for maintenance such as catch basin cleaning, street cleaning, and stormwater pump maintenance, to name a few, and the other 70%

for Capital Improvement Program (CIP) projects.

Attachments:

1. 11-13-2024 Safe, Clean Water Program Transfer Agreement Approval - AGREEMENT
2. 11-13-2024 Safe, Clean Water Program Transfer Agreement Approval - RESOLUTION

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND IRWINDALE
AGREEMENT NO. 2024MP37
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Irwindale, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Irwindale	
Name:	Haris Harouny	Name:	Julian A. Miranda, City Manager
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	5050 N. Irwindale Ave. Irwindale, CA 91706
Phone:	(626) 300-2620	Phone:	(626) 430-2218

Email:	hharouny@dpw.lacounty.gov	Email:	jmiranda@irwindaleca.gov

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS
EXHIBIT B – GENERAL TERMS AND CONDITIONS
EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)
EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9^{th}) month from the end of each three (3) year period

to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties.

All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from

the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
   a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
   b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
   a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
   b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
   c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for

performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
   a. Amount of funds received;
   b. Breakdown of how the SCW Program Payment has been expended;
   c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
   d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
   e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
   f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
   g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
   h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
   i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
   j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
      i. Annual volume of stormwater captured and treated
      ii. Annual volume of stormwater captured and reused
      iii. Annual volume of stormwater captured and recharged to a managed aquifer
      iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
      v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
      vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument

to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.
Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	●Preservation of native vegetation ●Minimal negative impact to existing drainage system	●Preservation of native vegetation ●Installation of new feature(s) to improve existing drainage system	●Creation of open green space ●Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	●Partial restoration of existing riparian habitat and wetlands Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration of existing riparian habitat and wetlands ●Planting of native vegetation - between 21 and 40 different native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ●No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations.
    - Maintaining trash receptacles.
    - Removal of trash, debris, and blockages from bioswales.
    - Inspection and cleaning of trash booms.
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth.
        - Prevent encroachment of adjacent property and provide vertical clearance.
        - Inspect for dead or diseased plants regularly.

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal
        - Weed and nuisance plant control.
        - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
        - Wildflower and meadow maintenance.
        - Grass, sedge, and yarrow management.
        - Removal of unwanted hydroseed.

3. Wildlife Management
    - Exotic species control.
    - Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
    - Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
    - Avoid disturbances to nesting birds.
    - Avoid spread of invasive aquatic species.

4. Facility Inspection
    - Inspect project sites for rodent and insect infestations on a regular basis.
    - Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
    - Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management
    - Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
        - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
        - Inspection should be performed at least monthly.
        - Recover, replace, or refasten displaced or damaged valve box covers.
        - Inspect and repair bubbler heads.
        - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
        - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
        - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
        - Maintain and check function of the drip system.
    - Keeping irrigation control boxes clear of vegetation.
    - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
    - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
    - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
    - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
    - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control
    - Inspect slopes for erosion during each maintenance activity.
    - Inspect basins for erosion.
    - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities
    - Monitor controllable intake water flow and water elevation.
    - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
    - Water quality sampling (quarterly, unless justified otherwise).
    - Checking telemetry equipment.
    - Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control
    - Monitoring for the presence of vector and nuisance insect species.
    - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
    - Managing emergent vegetation.
    - Using hydraulic control structures to rapidly dewater emergent marsh areas.
    - Managing flow velocities to reduce propagation of vectors.

RESOLUTION NO. 2024-94-3571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING CONTINUED PARTICIPATION IN THE SAFE, CLEAN WATER PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

WHEREAS, the City of Irwindale desires to continue in participating in the Los Angeles County Flood Control District (LACFCD) Safe, Clean water Program (SCWP) and receive Measure W funds; and

WHEREAS, the Safe, Clean Water Program is divided into the following three programs: The District Program, the Regional Program and the Municipal Program; and

WHEREAS, participation in the SCWP requires the City to execute a Transfer Agreement with the LACFCD authorizing the funding and receipt of funds pursuant to the SCWP and in accordance with Safe, Clean Water regulations under Chapters 16 and 18 of the LACFCD's Code; and

WHEREAS, the City of Irwindale authorizes the execution of the Transfer Agreement with the LACFCD in order to continue receiving said SCWP funds; and

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

1. The City Council hereby approves of the City's continued participation in the Los Angeles County Flood Control District Safe, Clean Water Program.

2. The City Council authorize the Mayor to enter into the Transfer Agreement to fund and receive the SCWP funds; and authorizes the Mayor, or their designee, to execute any and all other documents necessary for continued participation in the Safe, Clean Water Program on behalf of the City of Irwindale.

3. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 13th day of November.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-94-3571 was adopted at a regular meeting of the City Council held on November 13, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.K.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Construction Change Orders for the 2023-2024 Resurfacing Project: Residential Resurfacing Project – Phase III; P-1053

City Manager's Recommendation:

That the City Council **adopt a Resolution No. 2024-95-3572** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDERS IN THE AMOUNT OF $130,471.71 FOR THE 2023-2024 RESURFACING PROJECT: RESIDENTIAL RESURFACING PROJECT—PHASE III TO INCREASE THE CONTRACT FROM $962,098.50 TO $1,092,570.21; (2) APPROVING AN UPDATED 5% PROJECT CONTINGENCY IN THE AMOUNT OF $54,629 TO COVER ANY UNFORESEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION; AND (3) APPROPRIATING AN ADDITIONAL $62,189.82 FROM THE GENERAL FUND AND $74,805.89 FROM THE MINING IMPACT FUND TO THE RESIDENTIAL RESURFACING PROJECT – PHASE III; P-105"

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building Official

Prepared by:

Luis Pimentel, Associate Engineer

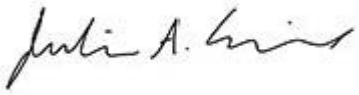
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On July 10, 2024, the City Council awarded the contract for construction of the 2023-2024 Resurfacing Project: Residential Resurfacing Project – Phase III to Sully-Miller Contracting Company for the amount of $962,098.50.

The original scope of work for the project included asphalt paving, concrete improvements, utility adjustments, and signing and striping in areas along Peck Road, Meridian Street, Alice Rodriguez Circle, Ruelas Street, and Park Rose Avenue. However, four (4) change orders initiated by the City are being requested to add additional asphalt paving and concrete improvements within the Civic Center area and along Azusa Canyon Road, which will exceed the current contingency amount of $48,105.

The total amount of the proposed change orders is $130,471.71, bringing the total contract amount to $1,092,570.21. The original 5% contingency amount of $48,105, along with the additional 5% contingency for the change orders of $6,524, results in a revised contingency amount of $54,629.

Fiscal Impact:

Currently, the Project is budgeted for a total available amount of $1,098,008.50. An additional funding appropriation of $136,995.71 is requested to cover the construction costs of the Project. This additional funding includes $62,189.82 from the General Fund and $74,805.89 from the Mining Impact Fund. This Project is funded through the General Fund, Mining Impact Fund, Gas Tax, Prop C, TDA, Measure R, and Measure M funds, and accounted for in Capital Improvements Program Fund 48 (Account No. 48-80-800-45300-8356).

Attachments:

1. 2023-2024 Resurfacing Project Residential Resurfacing Project - RESO
2. Construction Change Order Requests

RESOLUTION NO. 2024-95-3572

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDERS IN THE AMOUNT OF $130,471.71 FOR THE 2023-2024 RESURFACING PROJECT: RESIDENTIAL RESURFACING PROJECT—PHASE III TO INCREASE THE CONTRACT FROM $962,098.50 TO $1,092,570.21; (2) APPROVING AN UPDATED 5% PROJECT CONTINGENCY IN THE AMOUNT OF $54,629 TO COVER ANY UNFORESEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION; AND (3) APPROPRIATING AN ADDITIONAL $62,189.82 FROM THE GENERAL FUND AND $74,805.89 FROM THE MINING IMPACT FUND TO THE RESIDENTIAL RESURFACING PROJECT – PHASE III; P-105

WHEREAS, on July 10, 2024 the city awarded construction contract to Sully-Miller Contracting Company in the amount of $962,098.50 for the 2023-2024 Resurfacing Project: Residential Resurfacing Project – Phase III; and

WHEREAS, this project is currently under construction and is anticipated to be completed by December of 2024; and

WHEREAS, during construction it was brought to the attention of the Director of Engineering that additional asphalt paving and concrete improvements were needed within the City; and

WHEREAS, after a thorough assessment of the asphalt and concrete conditions, repairs were warranted in the form of four (4) contract change orders totaling $130,471.71; and

WHEREAS, an additional $6,524 would need to be added to the existing contingency to keep the 5% overall project contingency; and

WHEREAS, a total of $136,995.71 will need to be appropriated to cover the full cost to these contract change orders as additional work to the construction of the 2023-2024 Resurfacing Project: Residential Resurfacing Project – Phase III and the updated 5% contingency; and

WHEREAS, $62,189.82 will be appropriated from the General Fund and $74,805.89 will be appropriated from the Mining Impact Fund.

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

SECTION 1. The City Council hereby approves construction change orders in the amount of $130,471.71, attached hereto as Exhibit “A”, to increase the contract from $962,098.50 TO $1,092,570.21.

SECTION 2. The City Council hereby approves an updated 5% project contingency in the amount of $54,629.00 to cover any unforeseeable conditions that may arise during construction.

SECTION 3. The City Council hereby appropriates $62,189.82 from the General Fund Reserves and $74,805.89 from the Mining Impact Fund totaling $136,995.71 to be transferred to the Capital Projects Fund for the 2023-2024 Resurfacing Project: Residential Resurfacing Project – Phase III.

SECTION 4. The Chief Deputy City Clerk shall certify to the passage and adoption of this resolution, and the same thereupon take effect and be in force.

PASSED, APPROVED and **ADOPTED** this 13th day of November 2024.

_____

Albert F. Ambriz, Mayor

ATTEST:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-95-3572 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of November 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit A

SULLY-MILLER CONTRACTING CO.
License 747612A

135 S. State College Blvd., STE. 400 ◆ Brea, CA 92821 ◆ PHONE 714-578-9600

September 17, 2024

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

Attn: Mr. Luis Pimentel, E.I.T., Associate Engineer

Re: 2023-2024 Resurfacing Project: Residential Resurfacing Phase III; P-1053

Sub: Change Order Request #001—Grind and Overlay 1.25” Thickness on Irwindale Civic Center Service Road

Gentlemen:

Please see the Change Order Request summary below to Grind 1.25” and Repave Approx. 2,800 SF (22 tons of asphalt).

Description	**Total**
Grind 1.25” Irwindale Civic Center Service Road	$15,722.21
Pave 1.25” Irwindale Civic Center Service Road	$15,668.30
Total =	**$31,390.51**

We request two (2) additional days be added to the contract for same.

Please Review/Approve or Advise.

Respectfully,

Mike Jones
Mike Jones
Project Manager
Sully-Miller Contracting Company
:Attachments

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Grind 1.25" Irwindale Civic Center Service Road

Contract: **P-1053**
Ticket No. **ESTIMATE** ☐ Signed
Report No.

Change Order **001**
Billing Number **1.0**
Report Date 9/08/2024
Perform Date 9/08/2024

Labor Charges

	Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR FJH1	J Hernandez	8.00	1.00		78.690	104.130		733.650
L02	LBR 204	C Barrientos	8.00			74.340			594.720
L03	LBR 204	RR Rey	8.00			74.340			594.720
L04	LBR 204	S Rivera	8.00			74.340			594.720

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	108017	TRUCK	T&TT	06-12			6.00		41.960			251.760
E02	108011	TRUCK	T&TT	06-12			6.00		41.960			251.760
E03	107802	TRUCK	T&TT	06-12			6.00		41.960			251.760
E04	113R001	TRUCK	T&TT	20-28			6.00		57.260			343.560

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			K2 Lopez Trucking / Operated Super-10 Trucks	125.000 HR	16.00000	2,000.00
M02			CINDY TRUMP INC / Oper. 4' Cold Planer (4 Hr Min + Mobil.)	1.000 LS	2,800.00000	2,800.00
M03			CINDY TRUMP INC / Operated 4' Cold Planer After 4 Hr. Min.	4.000 HR	425.00000	1,700.00
M04			CINDY TRUMP INC / Oper. Mini Grinder (4 Hr Min + Mob.)	1.000 LS	1,850.00000	1,850.00
M05			CINDY TRUMP INC / Operated Mini Grinder After 4 Hour Min.	4.000 HR	240.00000	960.00
M06			United Rock / Dump Fees	1.000 LS	500.00000	500.00

Labor Charges

RT Labor		2,413.68
OT/DT Labor		104.13
Subtotal Labor		2,517.81
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	503.56
Labor Total		**3,021.37**

Equipment Charges

Subtotal		1,098.84
MU	15.00%	164.83
Equipment Total		**1,263.67**

Material Charges

Subtotal		9,810.00
MU	15.00%	1,471.50
Material Total		**11,281.50**

Activity Total		**15,566.54**

Bill Surcharge

Bonding	1.000%	155.67
Work Total		**15,722.21**
Bill Subtotal		**15,722.21**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **15,722.21**

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Pave 1.25" Irwindale Civic Center Service Road

Contract: **P-1053**
Ticket No. **ESTIMATE** ☐ Signed
Report No.

Change Order **001**
Billing Number **2.0**
Report Date 9/09/2024
Perform Date 9/08/2024

Labor Charges

	Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	OEHW FKG	K Gordon	8.00	1.00		97.750	130.230		912.230
L02	OEHW 938	C Beggs	8.00			96.740			773.920
L03	OEHW 942	HE Beavor	8.00			95.620			764.960
L04	OEHW 942	RJ Guzman	8.00			95.620			764.960
L05	OEHW 945	R Chavez	8.00			95.510			764.080
L06	LBR 204	A Haro	8.00			74.340			594.720
L07	LBR 204	J Ayala	8.00			74.340			594.720

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	115208	TRUCK	T&TT	12-20			6.00		54.230			325.380
E02	110274	TRUCK	T&TT	20-28			6.00		57.260			343.560
E03	107844	TRUCK	T&TT	06-12			6.00		41.960			251.760
E04	107831	TRUCK	T&TT	06-12			6.00		41.960			251.760
E05	258030	ASPAV	CEDR	2674			6.00		256.920			1,541.520
E06	216524	ROVIB	CAT	8067			6.00		105.780			634.680
E07	842010	BRMSW	SWSP	6-9			6.00		212.850			1,277.100

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			Blue Diamond Materials / Class C2 Asphalt	22.000 TN	66.80000	1,469.60
M02			K2 Lopez Trucking / Operated Super 10 Trucks	16.000 HR	125.00000	2,000.00

Labor Charges

RT Labor		5,039.36
OT/DT Labor		130.23
Subtotal Labor		5,169.59
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	1,033.92
Labor Total		**6,203.51**

Equipment Charges

Subtotal		4,625.76
MU	15.00%	693.86
Equipment Total		**5,319.62**

Material Charges

Subtotal		3,469.60
MU	15.00%	520.44
Material Total		**3,990.04**

Activity Total		**15,513.17**

Bill Surcharge

Bonding	1.000%	155.13
Work Total		**15,668.30**
Bill Subtotal		**15,668.30**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **15,668.30**

Irwindale Civic Center Service Road

Legend

Service Road

grind 1.25" and repave
Approx 2,800 SF and
22 tons of asphalt

Google Earth

Image Landsat / Copernicus

N

100 ft

SULLY-MILLER CONTRACTING CO.
License 747612A

135 S. State College Blvd., STE. 400 ◆ Brea, CA 92821 ◆ PHONE 714-578-9600

September 24, 2024

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

Attn: Mr. Luis Pimentel, E.I.T., Associate Engineer

Re: 2023-2024 Resurfacing Project: Residential Resurfacing Phase III; P-1053

Sub: Change Order Request #002— Remove and Replace Curb & Gutter, Curb Ramp and Sidewalk from BCR to ECR at the northeast corner of Irwindale Ave. and Calle Del Norte

Gentlemen:

Please see the Change Order Request summary below to Remove and Replace Curb & Gutter, Curb Ramp and Sidewalk from BCR to ECR at the northeast corner of Irwindale Ave. and Calle Del Norte.

Description	**Total**
Setup TC, Sawcut/Demo/Grade for New PCC Ramp	$ 6,493.56
Setup TC, Form & Pour Curb & Gutter	$ 4,801.26
Setup TC, Form & Pour Hardscape, Install Signal Boxes	$ 5,857.64
Setup TC, Slot Pave, and Cleanup	$ 3,232.43
Total =	**$20,384.89**

We request three (3) additional days be added to the contract for same.

Please Review/Approve or Advise.

Respectfully,

Mike Jones

Mike Jones
Project Manager
Sully-Miller Contracting Company
:Attachments

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Setup TC, Sawcut/Demo/Grade for New PCC Ramp

Contract: **P-1053**
Ticket No. **EST DAY 1** ☐ Signed
Report No.

Change Order **002**
Billing Number **3.0**
Report Date 9/24/2024
Perform Date 9/23/2024

Labor Charges

	Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR FAS	A Soria	8.00	1.00		87.260	116.985		815.065
L02	OEHW 948	RS Howard	8.00			95.620			764.960
L03	LBR 204	RR Rey	8.00			74.340			594.720
L04	LBR 204	SA Head	8.00			74.340			594.720
L05	LBR 204	P Pelayo	6.00			74.340			446.040

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	107849	TRUCK	T&TT	06-12			8.00		41.960			335.680
E02	720044	TRAFA	FLAS	TM			8.00		4.470			35.760
E03	253212	LDRRT	DEER	2508G			8.00		73.670			589.360
E04	850212	SAWCO	ABOP	45-65			4.00		26.910			107.640
E05	115210	TRUCK	T&TT	12-20			4.00		54.230			216.920

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			Anaya's Trucking / Super-10 Truck (Operated)	4.000 HR	125.00000	500.00
M02			LB Crushing / Mixed Load Dump Fees	1.000 EA	450.00000	450.00

Labor Charges

RT Labor		3,098.52
OT/DT Labor		116.99
Subtotal Labor		3,215.51
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	643.10
Labor Total		**3,858.61**

Equipment Charges

Subtotal		1,285.36
MU	15.00%	192.80
Equipment Total		**1,478.16**

Material Charges

Subtotal		950.00
MU	15.00%	142.50
Material Total		**1,092.50**

Activity Total		**6,429.27**
Bill Surcharge		
Bonding	1.000%	64.29
Work Total		**6,493.56**
Bill Subtotal		**6,493.56**
Bill Total +		**6,493.56**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Setup TC, Form & Pour Curb & Gutter

Contract: **P-1053**
Ticket No. **EST DAY 2** ☐ Signed
Report No.

Change Order **002**
Billing Number **4.0**
Report Date 9/24/2024
Perform Date 9/23/2024

Labor Charges

	Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR FAS	A Soria	4.00			87.260			349.040
L02	CMTMS FJS	J Soto	4.00			89.020			356.080
L03	CMTMS 343	A Flores	4.00			73.520			294.080
L04	CMTMS 343	C Sanchez	4.00			73.520			294.080
L05	CMTMS 343	SR Sanchez	4.00			73.520			294.080
L06	CMTMS 343	G De Anda	4.00			73.520			294.080
L07	CMTMS 343	D Villa	4.00			73.520			294.080
L08	LBR 204	J Chagolla Gonzalez	4.00			74.340			297.360
L09	LBR 204	M Diaz Lua	4.00			74.340			297.360

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	720044	TRAFA	FLAS	TM			8.00		4.470			35.760
E02	107841	TRUCK	T&TT	06-12			4.00		41.960			167.840
E03	115211	TRUCK	T&TT	28-36			4.00		63.530			254.120

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			National Ready Mix / 520-C-2500 PCC	3.500 CY	224.36000	785.26

Labor Charges

RT Labor	2,770.24
OT/DT Labor	0.00
Subtotal Labor	2,770.24
Subsistence	0.00
Other Expenses	0.00
MU 20.00%	554.05
Labor Total	**3,324.29**

Equipment Charges

Subtotal	457.72
MU 15.00%	68.66
Equipment Total	**526.38**

Material Charges

Subtotal	785.26
MU 15.00%	117.79
Material Total	**903.05**

Activity Total	**4,753.72**

Bill Surcharge

Bonding	1.000%	47.54

Work Total	**4,801.26**
Bill Subtotal	**4,801.26**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **4,801.26**

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Setup TC, Form & Pour Hardscape, Install Signal Boxes

Contract: **P-1053**
Ticket No. **EST DAY 3** ☐ Signed
Report No.

Change Order **002**
Billing Number **5.0**
Report Date 9/24/2024
Perform Date 9/23/2024

Labor Charges

	Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR FAS	A Soria	4.00			87.260			349.040
L02	CMTMS FJS	J Soto	4.00			89.020			356.080
L03	CMTMS 343	A Flores	4.00			73.520			294.080
L04	CMTMS 343	C Sanchez	4.00			73.520			294.080
L05	CMTMS 343	SR Sanchez	4.00			73.520			294.080
L06	CMTMS 343	G De Anda	4.00			73.520			294.080
L07	CMTMS 343	D Villa	4.00			73.520			294.080
L08	LBR 204	J Chagolla Gonzalez	4.00			74.340			297.360
L09	LBR 204	M Diaz Lua	4.00			74.340			297.360

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	720044	TRAFA	FLAS	TM			8.00		4.470			35.760
E02	107841	TRUCK	T&TT	06-12			4.00		41.960			167.840
E03	115211	TRUCK	T&TT	28-36			4.00		63.530			254.120

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			National Ready Mix / 520-C-2500 PCC	3.500 CY	224.36000	785.26
M02			Rolhard Inc. / Truncated Domes	1.000 EA	356.48000	356.48
M03			B.L. Wallace Distributor, Inc. / N36 Pull Boxes	3.000 EA	184.34000	553.02

Labor Charges

RT Labor		2,770.24
OT/DT Labor		0.00
Subtotal Labor		2,770.24
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	554.05
Labor Total		**3,324.29**

Equipment Charges

Subtotal		457.72
MU	15.00%	68.66
Equipment Total		**526.38**

Material Charges

Subtotal		1,694.76
MU	15.00%	254.21
Material Total		**1,948.97**

Activity Total	**5,799.64**

Bill Surcharge

Bonding	1.000%	58.00

Work Total	**5,857.64**
Bill Subtotal	**5,857.64**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **5,857.64**

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Setup TC, Slot Pave Cleanup

Contract: **P-1053**
Ticket No. **EST DAY 4** ☐ Signed
Report No.

Change Order **002**
Billing Number **6.0**
Report Date 9/24/2024
Perform Date 9/23/2024

Labor Charges

	Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR FAS	A Soria	4.00			87.260			349.040
L02	OEHW 948	RS Howard	4.00			95.620			382.480
L03	LBR 204	RR Rey	4.00			74.340			297.360
L04	LBR 204	SA Head	4.00			74.340			297.360

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	107849	TRUCK	T&TT	06-12			4.00		41.960			167.840
E02	720044	TRAFA	FLAS	TM			8.00		4.470			35.760
E03	253212	LDRRT	DEER	2508G			4.00		73.670			294.680

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			Anaya's Trucking / Super-10 Truck (Operated)	4.000 HR	125.00000	500.00
M02			Blue Diamond Materials / Class B Asphalt	6.000 TN	66.80000	400.80

Labor Charges

RT Labor		1,326.24
OT/DT Labor		0.00
Subtotal Labor		1,326.24
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	265.25
Labor Total		**1,591.49**

Equipment Charges

Subtotal		498.28
MU	15.00%	74.74
Equipment Total		**573.02**

Material Charges

Subtotal		900.80
MU	15.00%	135.12
Material Total		**1,035.92**

Activity Total	**3,200.43**

Bill Surcharge

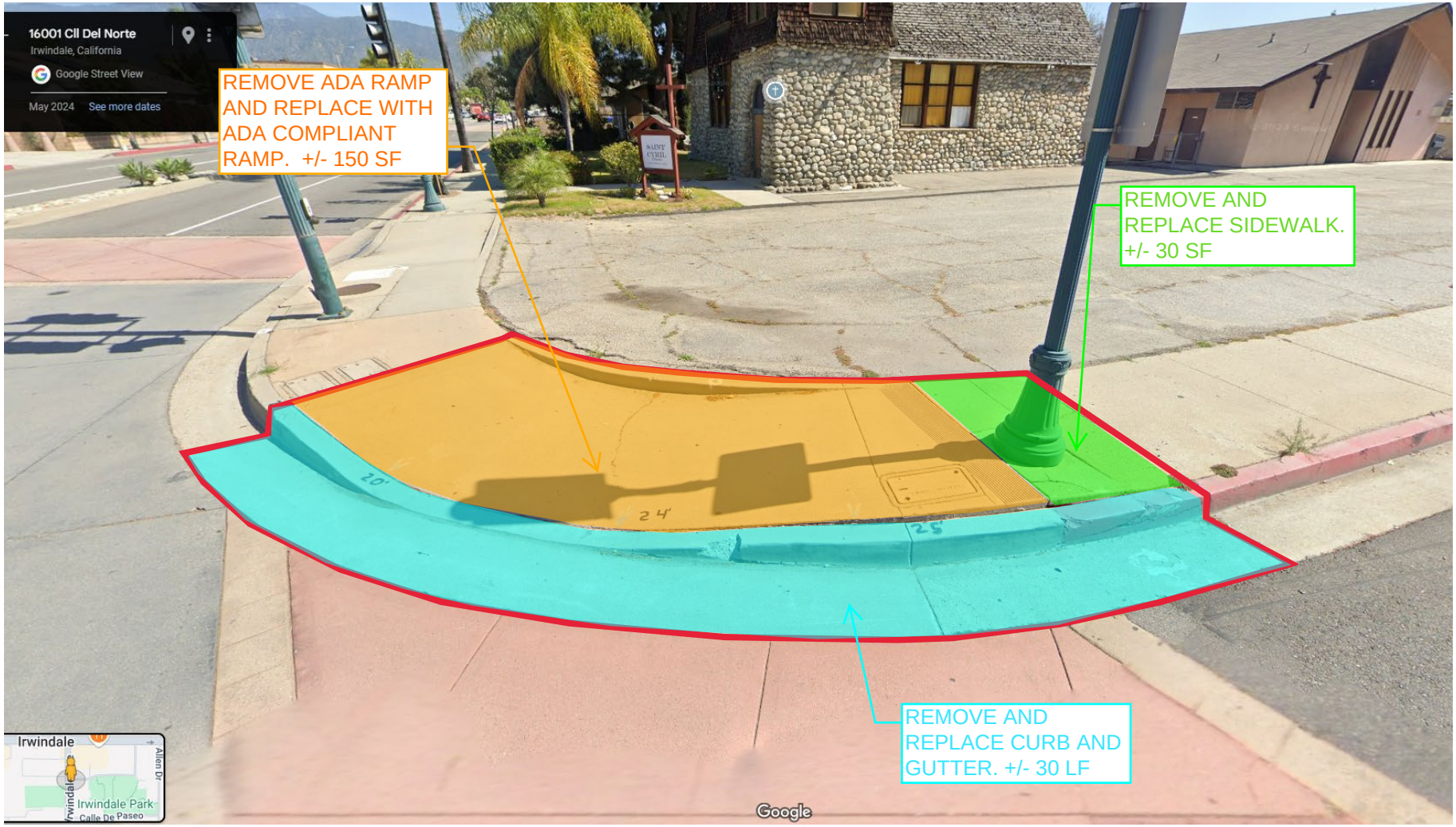
Bonding	1.000%	32.00

Work Total	**3,232.43**
Bill Subtotal	**3,232.43**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **3,232.43**


16001 Cll Del Norte
Irwindale, California
Google Street View
May 2024 See more dates
REMOVE ADA RAMP AND REPLACE WITH ADA COMPLIANT RAMP. +/- 150 SF
REMOVE AND REPLACE SIDEWALK. +/- 30 SF
REMOVE AND REPLACE CURB AND GUTTER. +/- 30 LF
20'
24'
25'
Irwindale
Irwindale Park
Calle De Paseo
Google

SULLY-MILLER CONTRACTING CO.
License 747612A

135 S. State College Blvd., STE. 400 • Brea, CA 92821 • PHONE 714-578-9600

October 15, 2024

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

Attn: Mr. Luis Pimentel, E.I.T., Associate Engineer

Re: 2023-2024 Resurfacing Project: Residential Resurfacing Phase III; P-1053

Sub: Change Order Request #003— Ace Fence Company Furnish and Install Std. 606-3 Type A Hand Rail, Galvanized Finished

Gentlemen:

Please see the Change Order Request summary below for Ace Fence Company to Furnish and Install Std. 606-3 Type A Hand Rail with a Galvanized Finish at the northeast corner of Irwindale Ave. and Calle Del Norte.

Description				**Total**
Ace Fence Quote 10/14/24	Install Type A Handrail	16 LF	@ $377/LF	$ 7,453.00
		Total	**=**	**$ 7,453.00**

This quote is the minimum charge to fabricate and install the Type A Handrail. Any length to the handrail in addition to 16 LF will be charged at $418.85/LF.

This work will not be subject to be completed within the contract working days due to material procurement period and fabrication period.

Please Review/Approve or Advise.

Respectfully,

Mike Jones

Mike Jones
Project Manager
Sully-Miller Contracting Company
:Attachments

C2 - COLAS GROUP INTERNAL: Employees and partners who need to know.

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Furnish and Install Hand Rail including Core Drilling for Posts

Contract: **P-1053**
Ticket No. **ESTIMATE** ☐ Signed
Report No.

Change Order **003**
Billing Number **7.0**
Report Date 10/15/2024
Perform Date 10/14/2024

Labor Charges

	Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR 204	P Pelayo	4.00			74.340			297.360

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	850212	SAWCO	ABOP	45-65			4.00		26.910			107.640
E02	110267	TRUCK	T&TT	20-28			4.00		57.260			229.040

Subcontract/Specialist Work

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
S01	QUOTE 10/14/24	10/14/2024	Ace Fence Company / Type A Hand Rail 16' Length Or Less	1.000 LS	6,032.00	6,032.00

Labor Charges

RT Labor		297.36
OT/DT Labor		0.00
Subtotal Labor		297.36
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	59.47
Labor Total		**356.83**

Equipment Charges

Subtotal		336.68
MU	15.00%	50.50
Equipment Total		**387.18**

Material Charges

Subcontract Charges

Subtotal		6,032.00
MU	10.00%	603.20
Subcontract Total		**6,635.20**

Activity Total	**7,379.21**

Bill Surcharge

Bonding	1.000%	73.79

Work Total	**7,453.00**
Bill Subtotal	**7,453.00**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **7,453.00**

ACE FENCE COMPANY

727 NORTH GLENDORA AVENUE, LA PUENTE, CA 91744
PHONE (626) 333-0727 * FAX (626) 333-7843
CERTIFIED AS DBE/SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid
"Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services"
"We Are An Equal Opportunity Employer"

FAX QUOTE

TO	: General Contractors	ATTN	: Estimator
FAX #	:	DATE	10/14/2024
FROM	: **Romeo Layos**	PAGES	: 1
PROJECT	Irwindale Ave & Calle Del Norte		
	: City of Irwindale, CA		
BID DATE			
SPECS	: Per Plan & Specs (see notes & qualifications below)	ADDENDUM:	

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
	Furnish and Install the following:				
34	To furnish and install Sta Plan 606-3 Type A Hand Rail. Galvanized finished.	LF	16	$ 377.00	$ 6,032.00
			TOTAL AMOUNT:		**$ 6,032.00**

NOTES & EXCLUSIONS:

* WE PROVIDE SLEEVES, BUT LAYOUT, INSTALLATION AND CLEANING BY OTHERS.
* ENGINEERING CALCULATION IS NOT INCLUDED, BUT IF REQUIRED NEEDS CHANGE ORDER.
* SURVEYS FOR ALIGNMENT AND ELEVATION ARE NOT INCLUDED BY OTHERS.
* DISPOSAL OF EXCAVATED MATERIALS (SPOILS) IS NOT INCLUDED BY OTHERS.
* CONCRETE MOW STRIP, CURB AND OTHER CONCRETE WORKS BY OTHERS.
* GROUNDING AND ELECTRICAL WORKS ARE NOT INCLUDED, BY OTHERS.
* ROCK DRILLING, CONCRETE CUTTING, BREAKING & CORE DRILLING BY OTHERS.
* OUR QUOTE IS PER LINEAR FOOT NOT A LUMPSUM, GENERAL IS RESPONSIBLE FOR THEIR OWN TAKE OFF.
* THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL.
* **PLEASE REFER TO ADDITIONAL NOTES & EXCLUSIONS BELOW. IF YOU HAVE QUESTIONS PLEASE CALL.**

NOTE: PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR PROPOSAL IS PER LINE ITEM AND NOT LUMPSUM, CONTRACTOR IS RESPONSIBLE FOR THEIR OWN TAKE-OFF. AWARD MUST HAPPEN WITHIN 30 DAYS. COPY OF ACE FENCE COMPANY's BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL's PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.

EXCLUDE: GATE HANDLE & LOCKSET; PUSH BAR EXIT DEVICE; MOWCURB, CURB, HEADER OR ANY CONCRETE WORKS (except for post footings); KNOX BOX; KEY FOB ACCESS SENSOR; GATE CLOSER & COVER PAN; GATE STOP; EXIT HARDWARE; RE-BARS; FORMWORKS; DEMOLITION WORKS; CLEARING & GRUBBING; REMOVAL OF FENCING & GATES, VEGETATION OR ANY OBSTRUCTIONS; EXTRA DIRT FOR BACKFILL; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE CUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; GROUNDING & GROUNDING; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATIONS; COSTS FOR INSPECTIONS & TESTING; BOND COST; SWPPP; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN & ANY RELATED WORKS; PERMITS/FEES; DUST CONTROL; K-RAILS; TEMPORARY FENCES; SAFETY RAILING & FALL PROTECTION; TRAFFIC CONTROL & SIGNS; FLAGMEN; LANE CLOSURE; NIGHWORK; HAULING OF SPOILS **(spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)**

INSURANCE: GENERAL LIABILITY - $ 1,000,000 - $ 2,000,000 AGGREGATE; AUTOMOBILE - $ 1,000,000; WORKMAN COMPENSATION - $ 1,000,000. OCIP / CCIP PROJECTS - WC's PREMIUMS ALREADY DEDUCTED. ADDITIONAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA PREMIUMS.

LICENSE # A,B,C-13,C-29, C-31 -996577 - EXP. 9-30-24 DIR Reg. #1000004092, DBE #34153 - UNION
SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

SULLY-MILLER CONTRACTING CO.
License 747612A

135 S. State College Blvd., STE. 400 ◆ Brea, CA 92821 ◆ PHONE 714-578-9600

November 5, 2024

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

Attn: Mr. Luis Pimentel, E.I.T., Associate Engineer

Re: 2023-2024 Resurfacing Project: Residential Resurfacing Phase III; P-1053

Sub: Change Order Request #004— Grind and Pave 3” in NB Number 1 Lane on Azusa Canyon Road at Arow Highway

Gentlemen:

Please see the summary below of our change order request to grind and pave 3” in the northbound number 1 lane on Azusa Canyon Road at Arrow Highway (660 LF length).

Description			**Total**
Setup/Take Down Traffic Control, Flag, Grind, and Sweep	1 LS		$ 14,186.23
Pave NB #1 Lane Azusa Canyon Road at Arrow Highway	1 LS		$ 33,590.42
Install Loops	1 LS		$ 11,129.67
Install Striping	1 LS		$ 12,336.99
	Total	**=**	**$ 71,243.31**

We request four (4) additional days be added to the contract to for same.

We did not see any manholes or utilities to be adjusted. If we uncover any manholes, we would require an additional change order.

Please Review/Approve or Advise.

Respectfully,

Mike Jones

Mike Jones
Project Manager
Sully-Miller Contracting Company
:Attachments

C2 - COLAS GROUP INTERNAL: Employees and partners who need to know.

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Set up/take down TC, flag, grind/sweep

Contract: **P-1053**
Ticket No. **ESTIMATE** ☐ Signed
Report No.

Change Order **004**
Billing Number **8.0**
Report Date 11/04/2024
Perform Date 11/03/2024

Labor Charges

	Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR FJR	JV Rios		9.00			114.570		1,031.130
L02	LBR FPZ	P Zilius		8.00			103.620		828.960
L03	LBR 204	S Rivera		8.00			97.605		780.840

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	842R001	BRMSW	SWSP	6-9			4.00		212.850			851.400
E02	721239	TRAFA	CMSN	SOL1			8.00		12.910			103.280
E03	721240	TRAFA	CMSN	SOL1			8.00		12.910			103.280

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			Blue Diamond Materials / Dump Fees - RAP	10.000 LD	150.00000	1,500.00
M02			CINDY TRUMP INC / Operated Grinder (4hr Min)	1.000 LS	4,500.00000	4,500.00
M03			John Payne, Inc. / Operated Super Tag Trucks (4 EA)	16.000 HR	150.00000	2,400.00

Labor Charges

RT Labor		0.00
OT/DT Labor		2,640.93
Subtotal Labor		2,640.93
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	528.19
Labor Total		**3,169.12**

Equipment Charges

Subtotal		1,057.96
MU	15.00%	158.69
Equipment Total		**1,216.65**

Material Charges

Subtotal		8,400.00
MU	15.00%	1,260.00
Material Total		**9,660.00**

Activity Total	**14,045.77**

Bill Surcharge

Bonding	1.000%	140.46
Work Total		**14,186.23**
Bill Subtotal		**14,186.23**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **14,186.23**

NTS Special Bill Form

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Pave Azusa Canyon Rd and Arrow Hwy

Contract: **P-1053**
Ticket No. **ESTIMATE** ☐ Signed
Report No.

Change Order **005**
Billing Number **9.0**
Report Date 11/04/2024
Perform Date 11/03/2024

Labor Charges

	Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	OEHW 1921	MC Barraza		8.00			129.445		1,035.560
L02	OEHW 948	DM Barba		8.00			126.265		1,010.120
L03	OEHW 946	DG Hernandez		8.00			125.770		1,006.160
L04	OEHW 945	G Alvarez		8.00			126.100		1,008.800
L05	LBR 204	A Haro		8.00			97.605		780.840
L06	LBR 201	ME Garcia		8.00			93.630		749.040
L07	LBR 204	J Rodriguez		8.00			97.605		780.840
L08	LBR 204	JL Varela		8.00			97.605		780.840

Equipment Charges

	Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	842R001	BRMSW	SWSP	6-9			4.00		212.850			851.400
E02	107839	TRUCK	T&TT	06-12			6.00		41.960			251.760
E03	107808	TRUCK	T&TT	06-12			6.00		41.960			251.760
E04	104213	TRUCK	T&TT	06-12			6.00		41.960			251.760
E05	115208	TRUCK	T&TT	12-20			6.00		54.230			325.380
E06	202106	ROLRT	CAT	3480			6.00		69.500			417.000
E07	216530	ROVIB	CAT	8067			6.00		105.780			634.680
E08	258032	ASPAV	CEDR	2674			6.00		256.920			1,541.520
E09	171002	TRUCK	T&TT	60			6.00		105.440			632.640

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01			Ergon Asphalt And Emulsions, Inc. / SS-1H Tack	1.000 TN	1,008.79000	1,008.79
M02			Blue Diamond Materials / Class B AC Mix	165.000 TN	66.00000	10,890.00
M03			Blue Diamond Materials / Plant Opening Fee	1.000 LS	2,000.00000	2,000.00
M04			John Payne, Inc. / Operated Super Tag Trucks (4 EA)	16.000 HR	150.00000	2,400.00

Labor Charges

RT Labor		0.00
OT/DT Labor		7,152.20
Subtotal Labor		7,152.20
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	1,430.44
Labor Total		**8,582.64**

Equipment Charges

Subtotal		5,157.90
MU	15.00%	773.69
Equipment Total		**5,931.59**

Material Charges

Subtotal		16,298.79
MU	15.00%	2,444.82
Material Total		**18,743.61**

Activity Total	**33,257.84**

Bill Surcharge

Bonding	1.000%	332.58
Work Total		**33,590.42**
Bill Subtotal		**33,590.42**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **33,590.42**

NTS Special Bill Form

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Install Loops For Azusa Canyon Rd & Arrow Hwy w/ Flaggers

Contract: **P-1053**
Ticket No. **ESTIMATE** ☐ Signed
Report No.

Change Order **007**
Billing Number **11.0**
Report Date 11/05/2024
Perform Date 11/03/2024

Labor Charges

	Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR 202	J Bendito		8.00			94.455		755.640
L02	LBR 204	R Ramirez Soto		8.00			97.605		780.840
L03	LBRAP 8904	D Alvarado		8.00			58.465		467.720

Subcontract/Specialist Work

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
S01			California Professional Engineering Inc. / Install Loops At	1.000 LS	7,825.00	7,825.00

Labor Charges

RT Labor	0.00
OT/DT Labor	2,004.20
Subtotal Labor	2,004.20
Subsistence	0.00
Other Expenses	0.00
MU 20.00%	400.84
Labor Total	**2,405.04**

Equipment Charges

Material Charges

Subcontract Charges

Subtotal	7,825.00
MU 10.00%	782.50
Subcontract Total	**8,607.50**

Activity Total	**11,012.54**

Bill Surcharge

Bonding 1.000%	110.13
Work Total	**11,122.67**
Bill Subtotal	**11,122.67**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **11,122.67**

NTS Special Bill Form

CALIFORNIA PROFESSIONAL ENGINEERING, INC.

Estimate Number

24-7312

19062 San Jose Avenue, La Puente, CA 91748
License # 793907 Exp: 04/30/2025
Classifications: A, C-10, C-20
DBE & SMBE Certified Caltrans #31277
SB-PW Certified DGS #54567
DIR #1000377609 Exp. 06/30/2025
Only Union Signatory to LiUNA (Laborers) and IBEW (Electrical)

Project Name: ***Traffic Loop Replacement***

Project #:

Agency: ***IRWINDALE, CA***

Bid Due Date: ***11/5/2024*** **Bid Due Time:** ***ASAP***

Conditions Set Forth:

1. Estimate based on one (1) mobilization unless noted otherwise. Add'l mobilization at $3,500.00/ea (local) & $5,500.00/ea (out of town).
2. If loop work: stubout must be existing & marked if not called out to be replaced per plans. Cat-tracking shall be approved prior.
3. One work day based on eight (8) standard consecutive work hours per day.
4. Minimum of a 4-week notification required; subject to material/scheduling availability.
5. Quote valid for thirty (30) days. CPE reserves the right to revise our quotation as necessary. Terms: 30 days.
6. Should HKA be the acting consultant/inspectors on behalf of the Agency, CPE reserves the right to withdraw our bid.

CPE is pleased to provide this estimate for the intended use of the Contractor to furnish labor and/or material in strict accordance with the plans and specifications as follows:

Item #	Description:	UOM:	Qty:	Unit Price:	Subtotal:
X	Replace Traffic Loops Damaged by Construction on Northbound Azusa Canyon Road at Arrow Highway Per Email Request* *Includes Night Work	LS	1	7,825.00	7,825.00

If you list CPE, please inform us ASAP to avoid work overload.

Exclusions: Bond & Premium; Overtime/Nighttime Rates; All Permits; All Training Requirements; Signage; Traffic Control, and TCP; Light Towers; CMS Boards; Shoring; Water; Sidewalk & Surface Concrete; Regulatory Signs; Hauling Dirt, Debris, & Concrete Foundation Away; Ramps; Repaving Street/Potholes; Saw Cutting; Trench Plates; USA Marking Removals; Irrigation Work; Dewatering; Striping; Survey; Fencing; Landscaping; Decorative Rock; Cold/Hot Mix; Temp. Asphalt; Inspection Fees; Testing; Temporary Loops; Temporary Signal; Compaction Testing; GIS Mapping; High Voltage Conflicts, unless otherwise noted above. Standard Certificate of Insurance will be provided upon request. Any additional requirements will be billed at cost.
Hot Mix Asphalt shall be provided by Contractor to CPE to backfill any potholes and/or excavations. If it is not provided and we utilize temporary Cold Mix, CPE will not be held liable for any claims that may derive from such pothole and/or excavated location.

Bid based on entire bill of material and services and is inseparable unless written authorization is provided by CPE.
CPE' work considered specialty and excludes any GC supervisional provision. Any GC supervisions shall be solely to GC's discretion.

Acceptance _____

TOTAL: **$7,825.00**

Ph: (626) 810-1338 | Fx: (626) 810-1322 | Email: estimating@cpengineeringinc.com

DAILY EXTRA WORK REPORT

City Of Irwindale
Contractor Job: 10331665 - 2023-24 Resurfacing Project, Residential Resurfacing Ph. 3--
Work Performed By: Sully-Miller Contracting Co.
Description of Work: Install Striping for Azusa Canyon & Arrow Hwy w/ Flaggers

Contract: **P-1053**
Ticket No. **ESTIMATE** ☐ Signed
Report No.

Change Order **008**
Billing Number **12.0**
Report Date 11/05/2024
Perform Date 11/04/2024

Labor Charges

	Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01	LBR 202	J Bendito		8.00			94.455		755.640
L02	LBR 204	R Ramirez Soto		8.00			97.605		780.840
L03	LBRAP 8904	D Alvarado		8.00			58.465		467.720

Subcontract/Specialist Work

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
S01	BC-AM-2537	11/04/2024	BC Traffic Specialist, Inc. / Restore Lane Line Traffic Stri	1.000 LS	8,918.00	8,918.00

Labor Charges

RT Labor		0.00
OT/DT Labor		2,004.20
Subtotal Labor		2,004.20
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	400.84
Labor Total		**2,405.04**

Equipment Charges

Material Charges

Subcontract Charges

Subtotal		8,918.00
MU	10.00%	891.80
Subcontract Total		**9,809.80**

Activity Total	**12,214.84**

Bill Surcharge

Bonding	1.000%	122.15
Work Total		**12,336.99**
Bill Subtotal		**12,336.99**

Sully-Miller Contracting Co.
135 S. State College Blvd #400, Brea, CA 92821
Phone: 714-578-9600 Fax: 714-578-2850

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total + **12,336.99**

BC Quote: AM-2537

B C Traffic Specialist

13261 Garden Grove Blvd., Garden Grove CA. 92843
(714) 974-1190 Tel. (714) 974-1753 Fax
Direct Line - (714) 974-1190 Ext. 119

Proposal

Contractor's Lic. # 877686
UNION CONTRACTOR - Laborers Local # 1184
Class A, B, C 31, C 32, D 6, D 38, D 42, D 64

Contractor: Sully-Miller Contracting Co.

Project: City of Irwindale - 2023-2024 Resurfacing Project - Azusa Canyon Road Change Order
Bid Date: 11/1/2024

Addenda Noted:
DIR Cert Number: 1000407561
Estimator: Alex Martinez
Cell Phone: (714) 493-5906
Email: Alexm@bctraffic.com

Item	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Restore in Kind Lane Line Traffic Stripe and Pavement Markings within the Northbound Number 1 Lane on Azusa Canyon Road South of Arrow Highway. Up to 700 LF of Striping Restoration *Excludes Temp Striping & Striping Removals ***THIS QUOTE MUST BECOME A BINDING PART OF ANY SUBCONTRACT***	1	LS	$ 8,918.00	$ 8,918.00 $ - $ - $ - $ - $ - $ - $ - $ - $ -
				BID TOTAL:	**$ 8,918.00**

Project Inclusions / Exclusions:

A. A minimum of 15 working days prior notification is required for each move- in. BC Traffic will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to completed BC Traffic Operations. General Contractor is to submit in writing a project schedule prior to the above noted working day requirement. If any of BC Traffic's work is a controlling opertation on the critical path of this project, BC Traffic must be notified in writing prior to execution of the Subcontract Agreement and provide a CPM schedule and monthly updates which details the work. Failure to provide this information will waive the Contractor's right to recover liquated damges from BC Traffic for this work.

B. The following materials and services are included in this quote: Thermoplastic [Yes], Paint [No], Markers [Yes], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [No], Marker removal [No], Temporary striping [No], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting [No], Channelizers [No], Traffic Loops [No]

C. Total move-ins included in this quote for Permanent Striping / Striping Removals will be as noted: 1 EA
Additional Cost for BC Traffic to remobilize it's Crew will be charge at the following cost: $ 2,350.00 EA
Total Shifts (Minimum) Required to Complete the above noted Field Operations is as followed: 1 EA

D. Traffic control (Yes) is included in this quote. Traffic control when included in this quote is only for BC Rentals, Inc. Operations.

E. If General Contractor or any of its sub-contractors work within BC Rentals, Inc. traffic control, the expense will be shared accordingly at BC Rentals, Inc. discretion. No advance posting, signing, or CMS is included for BC Rentals, Inc. traffic control.

F. Prime Contractor to provide us with a JOBSITE secure area for temporary storage of all hazardous stripe removal debris.

G. Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site. If any Striping removals fall below the Roadway Surface or the grooves of the roadway, BC Traffic will not be held responsible for stripe removal of that material.
If Dump Site can't be provided, then please add the following cost to the proposal for disposal services: $ 1,200.00 EA

H. Pre-striping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.

I. If Bonding is required Please add 3% to the total bid price. A minimum price of $ 400.00 will be required for all bonds.

J. For BC Traffic insurance requirements please read General Term & Conditions for Insurance limitations.

K. Upon Award of Contract, BC Traffic Will Submit its weather policy statement that will become a binding document to the contract.

L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to remove USA Markings.

Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by BC Traffic no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.

Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payments to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payments to BC Traffic Specialist. Full retention to be released no later than thirty (30) days after completion of BC Traffic Specialist work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.

General Terms & Conditions

NOTE: All contracts must be written to our legal corporate name "BC Rentals, LLC"

BC Rentals, Inc. requires a written contract, purchase order or signed quote prior to the start of work.

Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

Prices are based on Plans & Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to; altered phasing or staging, design changes, modified layout resulting from plan errors or inaccurate designs, will require payment for additional work to be made to BC Rentals, Inc. at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.

BC Rentals, Inc. is not responsible for delays caused by and or resulting from activities or non activities of others, including but not not limited to, owner, contractor, vendors, suppliers, other subcontractors and other factors not in direct control of BC Rentals, Inc. For the delays caused by the aforementioned, BC Rentals, Inc. will be reimbursed for all direct and indirect costs plus a mark up of forty percent (40%), or as specified and allowed by the Prime Contract if the delays are caused by the Owner / Agency. BC Rentals, Inc. will be granted an extension of time to perform its work tantamount to the delays.

Price includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not includes cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad Insurance, etc.). An additional cost will be required for this type of policy.

BC Rentals, Inc. requires fifteen (15) working days notice prior to commencement of any production activity. If any of BC Rentals, Inc. work will be a controlling operation on the critical path of this project, BC Rentals, Inc. must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from BC Rentals, Inc. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to BC Rentals, Inc. performing this work.

For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Addition Move-in Charge as quoted herein.

BC Rentals, Inc. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action will nullify this proposal.

Submitted by: Alex Martinez, Estimating Manager
P:(714) 974-1190 F:(714) 974-1753 C: (714) 493-5906

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: _____ Print Name: _____

Company: _____ Position: _____

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of the Irwindale Veterans Monument Improvement Project – Phase II; P-1059

City Manager's Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements of the Irwindale Veterans Monument Improvement Project – Phase II (2) approve the final construction project amount of $210,487.07 under the construction contract with Mariposa Landscapes, Inc.; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building Official

Prepared by:

Henry Moncada, Engineering Technician — Electronically Approved

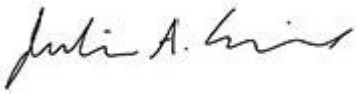
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 10, 2024, the City Council awarded the Irwindale Veterans Monument Improvement Project – Phase II (P-1059) to Mariposa Landscapes, Inc., with a contract amount of $209,546.00, plus a 10% contingency of $20,955.00, bringing the total to $230,501.00. Additionally, the City Council authorized staff to separately contract with West Coast Arborists, Inc. (WCA) for $19,871.75 to remove seven (7) existing palm trees and plant eight (8) new queen palm trees, as approved during the same meeting.

During the course of work, the contractor encountered a grading issue with the existing concrete foundation of the seven (7) flagpoles, which needed to align with the proposed concrete walkway. To address this, the contractor had to demolish the top 4 to 6 inches of each foundation and reconstruct the top portion to match the new walkway elevation as specified in the construction plans. This additional work, totaling $941.07, was issued as a change order for the project.

The Irwindale Veterans Monument Improvement Project – Phase II P-1059 has been completed in accordance with the approved plans and specifications. The final construction costs of the project with Mariposa Landscapes, Inc., including the change order, is $210,487.07, which is $20,013.93 less than the authorized amount of $230,501.00. The WCA's contract in the amount of $19,871.75 to remove and plant palm trees was completed without any change order. Other miscellaneous project related expenditures equaled $3,940.46, bringing the total project cost to $234,299.28.

The Project is now complete, and staff recommends that the City Council ratify the changes in the contract amount due to the additional work, accept the completed improvements, and assume ongoing maintenance responsibility for the Irwindale Veterans Monument Project – Phase II. Acceptance of the improvements by the City Council will render the project complete. Staff further recommends that the City Council authorize the City Clerk to record the Notice of Completion and authorize the Finance Director to release the 5% retention amount to Mariposa Landscapes, Inc.

Fiscal Impact:

Funding for this project has been budgeted in the FY 2023-2024 budget for the Irwindale Veterans Memorial Project (Account No. 48-80-800-45200-8246). Sufficient funding is available in the FY 2023-24 budget to pay for this amount.

Attachments:

1. 11-13-2024 Acceptance of Veterans Monument Improvement Project- Phase II (P-1059) - NOC

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/
WHEN RECORDED MAIL TO: /
City of Irwindale /
Department of Public Works /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: CITY OF IRWINDALE VETERANS MONUMENT IMPROVEMENTS PROJECT – PHASE II.

2. The full name of the owner is: CITY OF IRWINDALE.

3. The full address of the owner is: 5050 NORTH IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.

4. On the 13TH day of November 2024, there was completed upon the hereinafter described real property the following work: IRWINDALE VETERANS MONUMENT IMPROVEMENTS PROJECT – PHASE II

5. The name of the original contractor for the work described above was: MARIPOSA LANDSCAPES, INC.

The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: CITY OF IRWINDALE 5050 NORTH IRWINDALE AVENUE.

DATED: _____ , 2024

_____
Eddie Chan, Director of Engineering/Building Official
City of Irwindale

ATTEST:

_____
Deputy City Clerk

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

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ , 20____,

by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature _____

Item #19.M.

City of IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Approval of Plans and Specifications for the City of Irwindale Public Library Improvement Project; P-1044

City Manager's Recommendation:

That the City Council (1) approve the plans and specifications for the Public Library Improvement Project; (2) authorize staff to solicit bids for construction of the project; and (3) **adopt Resolution No. 2024-98-3575** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, FINDING THE PROJECT CATEGORICALLY EXCLUDED FROM THE NATIONAL ENVIRONMENTAL POLICY ACT ("NEPA") PURSUANT TO 24 CFR 58.35 (a)(1)), AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") UNDER CEQA GUIDELINES SECTION 15302".

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Prepared by:

Luis Pimentel, Associate Engineer

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Theresa Olivares, Assistant City Manager

Background and Analysis:

The Public Library Improvement Project ("Project") is identified in the City's Capital Improvement Program (CIP). The Project will construct a new public library facility, with an approximate size of 12,800 square feet.

The City's consultant, CWA AIA Inc., in collaboration with Public Works Engineering staff, has developed the design plans and specifications for the Project, which includes a necessary bid package to advertise and solicit bids per Section 3.44.110 of the City's Municipal Code and applicable sections of the California Public Works Contract Code.

A set of the Project plans and specifications are available for review in the Office of the Director of Engineering.

Upon City Council approval, the Project will be advertised as required. The contract award is anticipated to be presented to the City Council for consideration in January 2025.

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City has analyzed the project and site. It has been determined that this project qualifies for categorical exemption from CEQA. A Categorical Exemption report was prepared, concluding that the proposed project meets all criteria for exemption from further review under CEQA as defined in the 2024 CEQA Guidelines §15302 for replacement or reconstruction of existing facilities, and has no features or characteristics that would qualify as exceptions to the exemption. Upon City Council approval, a Notice of Exemption (NOE) will be filed with the County Clerk and the State Clearinghouse in compliance with CEQA requirements.

It is therefore recommended that the City Council (1) approve the plans and specifications for the Public Library Improvement Project; and (2) authorize staff to solicit bids for construction of the project.

Fiscal Impact:

On November 9, 2022, the City Council authorized the acceptance of the State Library Building Forward Grant (SB129) funds in the amount of $6,135,594 (for construction only) and received half ($3,067,797)

of this amount on May 8, 2023. The second half is expected to be received sometime in the next calendar year. The Grant required matching funds, which the City Council approved on December 14, 2022. On July 24, 2024, the preliminary cost estimate for this project was $15,730,952, with a shortfall of $3,459,764 ($15,730,952 - $6,135,594 (Grant) - $6,135,594 (Matching Funds)). At the same meeting, the City Council also approved an additional $1,500,000 from the General Fund's reserves for this shortfall.

Funding of $9,576,312 for the construction of this project is included in the Fiscal Year 2024-2025 adopted budget. This amount does not include the additional $1,500,000 as it was approved after the adoption of the budget. No additional funding is being requested for the approval of the plans and specifications of the Public Library Improvement Project and/or soliciting bids for construction.

Attachments:

1. Resolution Approving Plans Specs and CEQA_NEPA Exemption

RESOLUTION NO. 2024-98-3575

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, FINDING THE PROJECT CATEGORICALLY EXCLUDED FROM THE NATIONAL ENVIRONMENTAL POLICY ACT ("NEPA") PURSUANT TO 24 CFR 58.35 (a)(1)), AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") UNDER CEQA GUIDELINES SECTION 15302

WHEREAS, as part of the City of Irwindale's Capital Improvement Program, the City Council has initiated the Public Library Improvement Project ("Project"); and

WHEREAS, the City plans to construct a ±12,800 square-foot single story public library with associated parking located within the existing City Civic Center campus. The new library will replace the City's existing library on the Civic Center campus and will be located approximately 75-feet west along the south side of the City Hall building; and

WHEREAS, as part of this Project, the City retained CWA AIA, Inc. to collaborate with the Public Works and Engineering Departments to design plans and specifications for the new library; and

WHEREAS, City staff and the City Council have engaged in various community outreach efforts, discussed the Project designs and specifications at public meetings, and received community input to come up with the ultimate design for the Project; and

WHEREAS, the Project plans and specifications are now complete based on City Council, staff, and community input, requiring City Council approval of the final plans; and

WHEREAS, the Project has qualified for grant funding from the State of California Library Infrastructure Grant Program, as well as a federal Economic Development Initiative (EDI) grant administered by the Housing and Urban Development (HUD) agency to fund a portion of the Project (EDI Community Project Funding Grant Number (Community Project Funding Grant Number B-24-CP-CA-0288); and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the Project and determined it is categorically exempt from environmental review under CEQA Guidelines section 15302, because the Project will be located on the same site as

the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and

WHEREAS, pursuant to the authority and criteria contained in the National Environmental Policy Act (NEPA), the City, as the Responsible Entity, has analyzed the Project and determined that the Project qualifies for a categorical exclusion from further environmental review pursuant to 24 CFR 58.35 (a)(1), because the Project facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. The City Council hereby determines that the Project is exempt from the City of Irwindale zoning regulations pursuant to Irwindale Municipal Code section 17.04.090 (“Public Project Exemptions”). The City Council hereby approves the final Project plans and specifications for the Irwindale Public Library Improvement Project on file with the Office of the City Engineer, dated November 12, 2024, and subject only to minor modifications as determined necessary by the City Engineer and/or Community Development Director pursuant to the City of Irwindale Municipal Code and/or Irwindale Design Guidelines.

SECTION 3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the Project. Based upon a record of supporting analyses, evidence and testimony taken from the record as a whole, and received by the City Council, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby determines, based upon its independent judgment and analysis of the record, that the Project is categorically exempt from environmental review under CEQA Guidelines section 15302, because the Project will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

SECTION 4. The City has qualified for a federal Economic Development Initiative (EDI) grant administered by the Housing and Urban Development (HUD) agency to fund a portion of the Project (EDI Community Project Funding Grant Number (Community Project Funding Grant Number B-24-CP-CA-0288). HUD

does require completion of environmental review documentation to satisfy requirements of the National Environmental Policy Act (NEPA). Based upon a record of supporting analyses, evidence and testimony taken from the record as a whole, and received by the City Council, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter City Council hereby determines, based upon its independent judgment and analysis of the record, that the Project qualifies for a Categorical Exclusion (CE) under NEPA (24 CFR 58.35 (a)(1)), on the basis that the Project facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent. The City is a Responsible Entity as defined in HUD's regulations and is the lead agency for completion of NEPA documentation. City staff are hereby authorized and directed to enter the required information in the HUD online system (HUD Environmental Review Online System (HEROS).

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

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

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-98-3575 was adopted at an regular meeting of the Irwindale City Council held on the ___ day of _____ 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.N.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve the Clean Off-road Equipment Voucher Incentive Project (CORE)

City Manager's Recommendation:

Adopt Resolution Number 2024-97-3574 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING CITY STAFF TO APPLY FOR AND ACCEPT THE CLEAN OFF-ROAD EQUIPMENT VOUCHER INCENTIVE PROJECT (CORE), WAIVE THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), APPROPRIATE FUNDING TO PURCHASE A CLEAN OFF-ROAD EQUPMENT AND ELECTRIC CHARGING STATIONS, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT."

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director

Prepared by:

Aundrea Butler, Management Analyst

Pedro Rodriguez, Public Works Maintenance Supervisor

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In recent years, more pressure has been placed on cities to purchase electric vehicles and equipment. The California Air Resources Board (CARB) recently approved the Advanced Clean Cars II rule that establishes a path for California to have 100% zero-emission vehicles by 2035.

As a result of the many rules, bills, and laws approved for electric chargers and the purchase of electric vehicles and equipment, the Public Services Department has taken the initiative in reviewing various grants for the purchase of an electric tractor/backhoe loader. One grant that looked promising was the Clean Off-Road Equipment Voucher Incentive Project (CORE). The CORE program was started in partnership with CALSTART and CARB to help accelerate the purchase of zero-emission off-road equipment in California.

In September 2024, staff submitted the Clean Off-Road Equipment Voucher Incentive Project (CORE) grant application for the purchase of one (1) Case 580EV Electric 4WD with Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket (Tractor) and electric charging stations.

On November 6, 2024, staff was notified that the city received a voucher in the amount of $349,000 to purchase one (1) Case 580EV Electric 4WD with Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket (Tractor) and electric charging stations. The total cost for this electric vehicle and two (2) 80 AMP Smart - AC Level 2 SAE J1772 5 Hour Charging Stations is $378,795.79. To receive this voucher, staff is required to sign the CORE Voucher Request Form and pay the City of Irwindale's portion of $29,795.79.

Additionally, staff are requesting the formal bidding procedures be waived for the purchase of this electric equipment and charging stations. Irwindale Municipal Code Section 3.44.080 (E) states that the city council can dispense with bidding when cooperative purchasing, which provides an advantage of large-scale buying, may be obtained. Due to the purchasing power of a large entity, such as Sourcewell, local governments realize substantial discounts on purchases that apply to these contracts. The selection of CNH Industrial America LLC was made based on the quotes provided to staff and the award of contract #011723-CNH from Sourcewell on April 4, 2023, with an expiration date of April 14, 2027. For these reasons, waiving the formal bidding process is in the best interest of the city.

Upon approval by the City Council, staff will sign the Core Voucher Request Form accepting the terms

of the voucher and a standard purchase agreement and purchase order will be prepared by the City's Purchasing Office and signed by the City Manager in order to complete the purchase of this electric equipment and charging stations.

Fiscal Impact:

Applying for and receiving the CORE Voucher will alleviate approximately $349,000 from the general fund to purchase an electric tractor and charging stations. An appropriation of funds will be required to cover the remaining amount of $29,795.79. Staff is requesting 60% ($17,877.47) of the total amount owed by the City of Irwindale come from the Mining Impact Fund Reserves and 40% ($11,918.32) from the General Fund Reserves.

Attachments:

1. 11-13-24 CORE Voucher RESOLUTION
2. 11-13-2024 City of Irwindale 580EV Tractor - Electric Charging Stations Quote

RESOLUTION NO. 2024-97-3574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING CITY STAFF TO APPLY FOR AND ACCEPT THE CLEAN OFF-ROAD EQUIPMENT VOUCHER INCENTIVE PROJECT (CORE), WAIVE THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), APPROPRIATE FUNDING TO PURCHASE A CLEAN OFF-ROAD EQUPMENT AND ELECTRIC CHARGING STATIONS, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT

WHEREAS, The California Air Resources Board (CARB) recently approved the Advanced Clean Cars II rule that establishes a path for California to have 100% zero-emission vehicles by 2035; and

WHEREAS, in September 2024, staff identified and submitted the Clean Off-Road Equipment Voucher Incentive Project (CORE) grant application for the purchase of one (1) new Case 580EV Electric 4WD with Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket and electric charging stations; and

WHEREAS, on November 6, 2024, staff was notified the city received a voucher in the amount of $349,000 to purchase one (1) new Case 580EV Electric 4WD with Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket (Tractor) and two (2) 80 AMP Smart - AC Level 2 SAE J1772 5 Hour Charging Stations; and

WHEREAS, the total amount for one (1) new Case 580EV Electric 4WD with Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket (Tractor) and two (2) 80 AMP Smart - AC Level 2 SAE J1772 5 Hour Charging Stations is $378,795.79; and

WHEREAS, staff is required to sign the CORE Voucher Request Form and pay the City of Irwindale's portion of $29,795.79.

WHEREAS, an appropriation of funds would be required to pay the City of Irwindale's portion of the purchase. Staff requests to appropriate $17,877.47 from the Mining Impact Fund Reserves and $11,918.32 from the General Fund Reserves for a total of $29,795.79; and

WHEREAS, staff requests the formal bidding procedures be waived for the purchase of this electric equipment and charging stations; and

WHEREAS, Irwindale Municipal Code Section 3.44.080 (E) states that the city council may dispense with bidding when, "through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained; and

WHEREAS, staff proposes to purchase the electric equipment and charging stations by a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3); and

WHEREAS, education and government entities, as well as nonpublic schools and nonprofit organizations, may participate with Sourcewell as a participating agency for cooperative purchases; and

WHEREAS, the selection of CNH Industrial America LLC was made based on its award of contract #011723-CNH from Sourcewell on April 4, 2023 and quotes obtained by staff; and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC section 3.44.080(E), authorize the issuance of a purchase order to, and execution of a purchase agreement with, CNH Industrial America LLC's supplier Sonsray Machinery for the purchase of one (1) Case 580EV Electric 4WD with Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket (Tractor) and two (2) 80 AMP Smart - AC Level 2 SAE J1772 5 Hour Charging Stations; and

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

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

SECTION 2. The City Council of the City of Irwindale hereby authorizes the City Manager or the Public Works Maintenance Supervisor to apply for the Clean Off-Road Equipment Voucher Incentive Project (CORE) and accept the Core Voucher Request Form by signature.

SECTION 3. The City Council of the City of Irwindale hereby finds that a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), is authorized pursuant to Irwindale Municipal Code Section 3.44.080 (E) due to the advantage of large-scale buying, including substantial discounts on the purchase price that may be obtained.

SECTION 4. The City Council of the City of Irwindale hereby waives the formal bidding process for the purchase of one (1) Case 580EV Electric 4WD with Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket (Tractor) and two (2) 80 AMP Smart - AC Level 2 SAE J1772 5 Hour Charging Stations pursuant to Irwindale Municipal Code Section 3.44.080 (E) and authorizes the City Manager to issue a purchase order for the same.

SECTION 5. The City Council of the City of Irwindale hereby approves an appropriation of $17,877.47 from the Mining Impact Fund Reserves and $11,918.32 from the General Fund Reserves for a total of $29,795.79.

SECTION 6. 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 7. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 13th day of November, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-97-3574 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of November 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

10950 South Norwalk Blvd. · Santa Fe Springs · CA · 90670 TEL: (562) 903-7377
www.SonsrayMachinery.com

Ship To: CITY OF IRWINDALE
5050 N. Irwindale Ave
IRWINDALE CA 91706
Invoice To: CITY OF IRWINDALE
5050 N. Irwindale Ave
IRWINDALE CA 91706

Attention: Pedro Rodriguez

Santa Fe Springs
November 7, 2024
IRWIN002

epadilla-0020
626-430-2200
Purchase Order:

Sales Person: Evert Padilla

EQUIPMENT QUOTE/SALES ORDER

2024 CASE 580EV	Serial #: Sourcewell ORDER UNIT Stock #: Quotation# 701964451	$310,707.60

SOURCEWELL CONTRACT# 011723 - CNH LIST PRICE $443,868 - LESS SOURCEWELL DISCOUNT 30% = SALE PRICE $310,707.60 /

NEW CASE 580EV ELECTRIC 4WD w/ Backhoe 24 Inch Bucket & Loader 4 in 1 Bucket

Operating Weight: 19,947 lb

Max Digging Depth Retracted: 14 ft 6 in Extended: 17 ft 11 in

Rated Power 108 HP / Peak Power 127 HP
Rated Torque 365Nm / 540Nm

Battery Size:
400V Lithium-Ion Battery
Energy Capacity: 84 kWh
Usable Energy: 71 KWh

Charging Requirements:
On-Board Charger (SAE J1772 Level 2 Compliant)

Charge Time:
20-80% 4.4 Hours
0-100% 7.8 Hours

CASE Powershift™ H-Type Transmission

CASE RideControl™
CASE ComfortSteer™

Enclosed Cab w/ HVAC
Right Hand Side & Left Hand Side Door
Cloth Seat w/ 180 Deg. Swivel & Air Susp.
Keyless Start

NOTICE TO PURCHASER Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

Interior Rear View Mirror
Backup Alarm
Bluetooth Radio w/ AM/FM Tuner & USB Input
Right Side Console Storage Compartment
Anti-Vandalism Cover for Instruments
LED Work Lights
Single Joystick Loader Control
82 Inch 4x1 Loader Bucket w/ Bolt On Cutting Edge
CASE Return-To-Dig
CASE Return-To-Travel
CASE Return-To-Height
CASE Extendahoe™ Pilot Controls
CASE Extendahoe™ Over-Center Design
CASE Extendahoe™ 24 in Bucket w SmartFit™ Teeth
CASE Extendahoe™ Hydraulic Coupler
CASE ProControl™
CASE PowerLift™
CASE PowerBoost™
BHOE PERFORMANCE PKG-1-WAY OR 2WAY AUX
Heavy Front Counterweight
Flip Over Stabilizer Pads
Tool Box
Front Tires 12x16.5, 10PR Lug Tread
Rear Tires 19.5LX24, 10PR STD

Included Machine Protection:
Factory Warranty (1 yr/unlimited-hr)
Drive Train Warranty (2 yr/2000-hr)
Battery & EV Components (3 yr/3000-hr)
CASE SiteWatch™ Telematics w/ Diagnostic Capability (5 yr Subscription)
CASE EV Care Planned Maintenance (3 yr/3000 hr)

Extended Warranty Options Per Conversation with Pedro Rodriguez- This quote includes 60 month/5000 hour Extended Warranty
Premier Extended Warranty - 36 month /3000 hours - $4,908
Premier Extended Warranty - 48 month /4000 hours - $7,608
Premier Extended Warranty - 60 month /5000 hours - $12,216

CHARGING STATION NEEDS PROFESSIONAL INSTALLATION NOT INCLUDED WITH THIS PRICE QUOTESONSRAY SIGNATURE SERVICE PACKAGE INCLUDED - SEE ATTACHED FLYER FOR DETAILS***QUOTE EXPIRATION DATE - 11/30/2024***

CORE Program Voucher If Approved -$ 290,000.00 Off The Purchase Price.

Signed quote will NOT authorize an order to be entered. Eventual order depends on approval for CORE program funding and customer consent. If CORE program approval is denied, then this signed quote is then void no order will be entered.

Premier 60/5000 Extended Warranty	$12,216.00
80 AMP Smart - AC Level 2 SAE J1772 5 Hour Charging Station	$5,800.00
80 AMP Smart - AC Level 2 SAE J1772 5 Hour Charging Station	$5,800.00
PDI/WASH/FUEL	$4,250.00
Factory Freight	$3,500.00
Delivery to Customer	$ 900.00
Quoted Price	$343,572.60
Sales Tax 10.25%	$35,216.19
CA Tire Tax	$ 7.00
Cash Due or Finance Amount	$378,795.79

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.

3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.

4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.

5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.

6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.

7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.

8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.

10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.

11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

Item #21.A.

City of IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Introduction and First Reading of Ordinance No. 790 to Add Chapter 9.68 of Title 9 to the Irwindale Municipal Code

City Manager's Recommendation:

Direct the City Attorney to **read by title only, waive reading of, and introduce Ordinance No. 790**, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY."

Administrative Action:

Submitted / Prepared by:
Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

I. Legal Landscape

Prior to the United States Supreme Court's decision in *City of Grants Pass, Oregon v. Johnson*, the Ninth Circuit Court of Appeals had prohibited California cities from imposing criminal sanctions against people experiencing homelessness for camping on public property when there was no alternative shelter available.Anticamping ordinances that criminalized sleeping outside, on public property were found to violate the Cruel and Unusual Punishments Clause of the Eighth Amendment of the U.S. Constitution.As long as there was a greater number of unhoused individuals in a jurisdiction than the number of available beds in shelters, the jurisdiction was prohibited from prosecuting these individuals

for sleeping outdoors on public property.

On June 28, 2024, the U.S. Supreme Court overruled the Ninth Circuit's decision, reasoning the "Cruel and Unusual Punishments Clause focuses on the question what method or kind of punishment a government may impose *after* a criminal conviction, not on the question whether a government may criminalize particular behavior in the first place or how it may go about securing a conviction for that offense."The Court also recognized that the penalties imposed by the City of Grants Pass did not qualify as cruel or unusual as the initial offense triggered a civil fine, with repeat offenses incurring larger fines or criminal punishments.Consequently, the Court found the Ninth Circuit's interpretation overstepped into policy-making territory and noted homelessness was a complex social issue that should be handled by the state and local communities.

II. Implications of *Grants Pass* on Future Challenges to Camping Ordinances

While municipalities may now pursue enforcement of camping prohibitions regardless of shelter availability, it is important to note the *Grants Pass* holding is limited in scope to the Cruel and Unusual Punishments Clause.In fact, the dissenting opinion provided other potential claims under which persons experiencing homelessness or their advocates may bring a claim: (1) The Excessive Fines Clause of the Eighth Amendment of the United States Constitution,(2) The Due Process Clause of the Fifth and Fourteenth Amendments,and (3) The Fourth Amendment of the United States Constitution.The dissent also discussed the potential for regulations that completely ban harmless life-sustaining activities (i.e., sleeping, lying down, eating) to overly burden an individual's right to travel.As such, camping ordinances should avoid blanket bans on camping activities, continue to impose reasonable fines, clearly define and articulate prohibitions and associated penalties, provide notice before removal of campsites and associated personal property, and properly store personal property collected during a removal.

Analysis:

Camping and storage of personal property on public property often creates unsanitary and unhealthy environments for inhabitants of the City, including unhoused persons. These activities contribute to fire risks, environmental degradation, and public safety hazards. Additionally, they often impede access to businesses and public facilities, preventing use of these facilities and open spaces for their intended purposes.

The proposed ordinance addresses these issues by creating standards for enforcement of campsites and unlawful storage of personal property on public property. The City has previously had no regulations on camping or storage of personal property on public property. Now, staff seeks to mitigate and preempt the negative impacts of these actions in accordance with the recent *Grants Pass* decision with the consideration of this ordinance.

I. Prohibition on Camping

Many cities with existing camping ordinances or those updating their ordinances in response to *Grants Pass* either (a) prohibit camping at all times with the exception of certain designated locations;or (b)

prohibit camping in the same location for a period of time.Rather than implementing an outright ban, these more measured approaches are advisable in light of Supreme Court's narrow holding in *Grants Pass*.

Considering the City's limited residential and open public spaces, a prohibition on camping for a period of over 24 hours should adequately addresses its current homelessness related issues. As such, the ordinance defines "camping" as placing, pitching, or occupying camp facilities; living temporarily in a camp facility or outdoors; and using camp paraphernalia in a single location within the City for more than 24 hours.

Exceptions are provided for special events with temporary permits issued by the City Manager and the lawful use of private property. Special events may include events such as youth or school events, marathons or other sporting events, and other scouting activities.

In order to prevent other due process challenges, the ordinance also provides clear instructions for the abatement of campsites. The City will be required to provide a written Notice to Vacate 48 hours before the removal of personal property, camp paraphernalia, and camp facilities begin. The Notice must provide information related to the date and time of posting, the location of the campsite, the required date by which the individual must vacate the campsite, how personal property removed by the City may be retrieved, and when removal by the City will occur. The City will be required to document the removal process by taking photographs during, before, and after abatement, and take inventory of collected items. The collected personal property must then be stored for a period of at least 60 days.

An exception to the notice requirement is provided for exigent circumstances that pose an imminent threat to life, health, safety, or infrastructure which must be immediately addressed. Still, a written notice after abatement providing basic information related to the removal and instructions for retrieving collected property must be given.

II. <u>Prohibition on Storage of Personal Property</u>

The storage of personal property throughout the City is also a closely related issue to camping. Consequently, the proposed ordinance prohibits the storage of personal property on any public property or private property without the consent of the owner.

Similar to the process for abating campsites, the ordinance provides clear processes for the removal of unlawfully stored personal property. The City will be required to provide a written Notice of Removal at least 24 hours before beginning the removal. The Notice must provide information related to the date and time of posting, the location of the unlawfully stored personal property, the required date by which the individual must remove the personal property, how personal property removed by the City may be retrieved, and when removal by the City will occur. The City will be required to take inventory of the collected items and store them for a period of at least 60 days.

Again, an exception to the notice requirement is provided for exigent circumstances. Under these conditions, the City will be required to post a notice after removal providing basic information related

to the removal and instructions for retrieving collected property.

III. Violations and Penalties

Violations of these regulations against camping and storage of personal property will initially result in a verbal or written warning. In alignment with due process requirements, the warning shall describe to the violator the activity constituting a violation, the action required to fix the violation, and the date and time by which the violation must be cured in order to avoid subsequent violations and penalties.

A subsequent violation will be an infraction and punishable by a fine not exceeding $50. This is consistent with the City's existing penalty provisions in section 1.12.020 of the Municipal Code. While section 1.12.020 provides for fines not exceeding $100 and $200 for a first and second violation, respectively, a lower fine amount is advisable to deter challenges under the Excessive Fines Clause of the Eighth Amendment.

Lastly, any violation of these regulations, that would otherwise be an infraction, will be a misdemeanor if the person is convicted of an infraction under these regulations within one year immediately preceding the date of the first violation.

1 City of Grants Pass, Oregon v. Johnson, 144 S. Ct. 2202 (2024).
2 Martin v. Boise, 902 F. 3d 1031, 1035 (2018).
3 Id. at 1049. See also "Excessive bail shall not be required, no excessive fines imposed, nor cruel and unusual punishments inflicted." U.S. Const. amend. XIII.
4 Id. at 1048.
5 City of Grants Pass, 144 S. Ct. 2202, 2216 (internal quotation marks omitted).
6 Id. at 2216; see also id. ("imilar punishments have been and remain among the usual modes for punishing offenses throughout the country.") (internal quotation marks omitted).
7 Id. at 2226; see also id. at (noting Martin "interfered with essential considerations of federalism, taking from the people and their elected leaders difficult questions traditionally through to be in their province.") (internal quotation marks omitted).
8 Id. at 2224.
9 Id. at 2242.
10 Id. at 2242-43.
11 Id. at 2243.
12 Id. at 2243; see also Pottinger v. City of Miami, 810 F. Supp. 1551, 1580 (1992).
13 Newport Beach, Cal., Mun. Code § 10.14.020(D)-(E) (2023); Pasadena, Cal., Mun. Code § 3.24.110(A)(8).
14 Grants Pass, Or., Mun. Code § 5.61.010(A) (defines camping as maintaining a campsite in a single location for more than 24 hours); San Diego, Cal., Mun. Code § 63.0402 (defining camping as occupying an encampment for remaining outdoors overnight); Morro Bay, Cal., Mun. Code § 8.26.030(1) (allows camping for twenty-four hours at a time in any one location).

Fiscal Impact:

Costs associated with the enforcement of and attorney's fees for the prosecution of the proposed

ordinance.

Attachments:

1. Ordinance No. 790 re Unlawful Camping & Storage of Personal Property

ORDINANCE NO. 790

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY

WHEREAS, the City of Irwindale ("City") is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries; and

WHEREAS, camping within the City tends to degrade property and create unsanitary, disorderly, and dangerous conditions that affect the residents of the City as well as the general public; and

WHEREAS, the storage of personal property associated with these camping activities detracts from the use of property for its intended purposes and also creates unsanitary, disorderly, and dangerous conditions that affect the residents of the City as well as the general public; and

WHEREAS, the United States Supreme Court recently overruled the Ninth Circuit Court of Appeals precedent in *City of Grants Pass v. Johnson*, finding laws that regulate camping did not violate the Cruel and Unusual Punishments Clause of the Eight Amendment of the United States Constitution; and

WHEREAS, the City Council intends to act in accordance with the holding of *City of Grants Pass* by enacting laws regulating camping and storage of personal property in a way that best respects the dignity of all persons; and

WHEREAS, the City Council desires to provide staff with direction on how to enforce the removal of unlawful campsites and unlawfully stored personal property.

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

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Chapter 9.68 ("Unlawful Camping and Storage of Personal Property") of Title 9 ("Public Peace, Morals and Welfare") of the Irwindale Municipal Code is hereby added and shall now read as follows:

CHAPTER 9.68 – UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY

9.68.010 – Purpose.

The purpose of this Chapter is to:

A. Protect the health, welfare, and safety of residents and all people within the City's boundaries by reserving open spaces and facilities within City limits for their intended purposes.

B. Provide standards for camping and sheltering outdoors which are intended to be as compatible as possible with the protection and preservation of health, safety, and welfare of the inhabitants of the City of Irwindale, including unhoused persons.

C. Address issues such as fire risk, environmental degradation, public access impediments, unsanitary conditions, and public safety hazards for residents, neighboring businesses, and unhoused persons.

9.68.020 – Definitions.

For the purposes of this chapter:

A. "Camp" or "Camping" means to place, pitch, or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia in a single location within the City for more than 24 hours.

B. "Camp facilities" include, but are not limited to, tents, huts, or temporary shelter.

C. "Camp paraphernalia" include, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks, or cooking facilities and similar equipment.

D. "City Manager" means the City Manager or his or her designee.

E. "Campsite" means a collection of items that are used or intended to be used for temporary habitation outdoors. Campsites contain camping facilities and/or camping paraphernalia.

F. "Exigent circumstance" means any circumstance in which there is an imminent threat to life, health, safety, or infrastructure which must be immediately addressed.

G. "Hazardous item" means items that present a health or safety risk including but not limited to toxic sharps, chemicals, soiled or moldy items, perishable items, controlled substances, contraband, trash or debris, and any items co-mingled with these listed items.

H. "Personal property" means (1) any item having apparent value of $50 or more; or (2) any item that can reasonably be identified as belonging to an individual and that has apparent value or utility, including but not limited to eyeglasses,

operational wheelchairs, walkers, crutches, other medical equipment, bicycles, scooters, strollers in good repair, uncontaminated and habitable tents, photographs, identification cards, bank statements, and legal papers.

I. “Public property” includes, but is not limited to, a public park, public park facility, public parking lots, public passageways, public rights-of-way, publicly owned landscaped areas, public parkways, public medians, public greenbelts, other government-owned properties located within the City.

J. “Special event” includes, but is not limited to, programs operated by City departments, youth or school events, marathons or other sporting events, and other scouting activities.

9.68.030 – Unlawful camping.

A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia on any public property or any private property.

B. The City Manager may, as provided in § 9.68.040, issue a temporary permit to allow camping on public or private property in connection with a special event.

9.68.040 – Permit for special events.

A. The City Manager, may in his or her discretion, issue a permit to establish, maintain and operate a camp facility in connection with a special event.

B. The City Manager may consult with various departments, the county health officer, and the public prior to issuing any temporary permit.

9.68.050 – Abatement of campsites.

A. The City may remove personal property, camp paraphernalia, camp facilities, and all other property where a person is engaged in unlawful camping in accordance with the following procedures:

    1. A written Notice to Vacate shall be posted on each tent or structure in a conspicuous manner at least 48 hours before beginning campsite removal. The Notice to Vacate shall include the following information:

        a. Posting date and time;

        b. Location;

        c. “Vacate by” date and time;

d. Directions on how to retrieve the collected property and a telephone number for assistance;

e. Date by which collected property must be retrieved from the City before it is discarded; and

f. Removal start and end dates.

2. Removal work shall begin no earlier than the date written on the Notice to Vacate. If removal work does not begin accordingly, a new Notice to Vacate must be reposted before removal operations may begin.

3. Any person who returns to a campsite during abatement shall be allowed to remove their personal property from the site. Any personal property that the individual leaves behind will be deemed abandoned.

4. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.

5. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the campsite location and removal date. Any hazardous item shall be discarded.

6. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

B. Under exigent circumstances, the City may remove personal property, camp paraphernalia, camp facilities, and all other property where a person is engaged in unlawful camping without a prior written Notice to Vacate.

1. A written notice shall be posted in a conspicuous manner after removal. The notice must contain the following information:

a. Date and time of removal;

b. Location;

c. Directions on how to retrieve the collected property and a telephone number for assistance; and

d. Date by which collected property must be retrieved from the City before it is discarded.

3. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.

4. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the campsite location and removal date. Any hazardous item shall be discarded.

5. Collected property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

9.68.060 – Unlawful storage of personal property.

A. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, on any public property or any private property without the written consent of the owner, except as otherwise provided by resolution or ordinance of the City Council.

B. The City may remove unlawfully stored personal property in violation of this section in accordance with the following procedures:

1. A written Notice of Removal shall be posted on or near the personal property in a conspicuous manner at least 24 hours before beginning removal. The Notice of Removal shall include the following information:

    a. Posting date and time;

    b. Location;

    c. “Remove by” date and time;

    d. General description of unlawfully stored personal property;

    e. Directions on how to retrieve the collected property and a telephone number for assistance; and

    f. Date of removal.

2. Removal work shall begin no earlier than the date written on the Notice of Removal. If removal work does not begin accordingly, a new Notice of Removal must be reposted before removal operations may begin.

3. Any person who claims the personal property during the process of removal shall be allowed to remove their personal property from the

lawfully stored location. Any personal property that the individual leaves behind will be deemed abandoned.

4. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the unlawfully stored location and removal date. Any hazardous item shall be discarded.

5. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

C. Under exigent circumstances, the City may remove unlawfully stored personal property without a Notice of Removal.

1. A written notice shall be posted in a conspicuous manner after removal. The notice must contain the following information:

a. Date and time of removal;

b. Location;

c. General description of unlawfully stored personal property; and

d. Directions on how to retrieve the collected property and a telephone number for assistance; and

e. Date by which collected property must be retrieved from the City before it is discarded.

2. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the unlawfully stored location and removal date. Any hazardous item shall be discarded.

3. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

9.68.070 – Lawful use of private property.

A. Nothing in this section is intended to prohibit or make unlawful, activities of any owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential and/or other purposes.

B. Nothing in this section is intended to prohibit or make unlawful, activities of a property owner or other lawful user if such activities are expressly authorized by the City's comprehensive zoning ordinance or other laws, ordinances, and regulations.

9.68.080 – Violations and penalties.

A. Any person in violation of this chapter shall be given a verbal or written warning before an infraction citation is issued. Enforcement personnel shall make good faith effort to contact the person and provide a reasonable opportunity to cure the violation. The warning shall describe the activity constituting a violation of this chapter, the action required to fix the violation, and the date and time by which the violation must be cured in order to avoid subsequent violations and penalties.

B. Any subsequent violation of this chapter shall be an infraction and, upon conviction thereof, shall be punishable by a fine not exceeding $50, notwithstanding section 1.12.020. In the Court's discretion, alternative penalties, including but not limited to a reasonable amount of community service, may be imposed.

C. Any violation of this chapter which would otherwise be an infraction is a misdemeanor if a person has been convicted of an infraction under this section within 1 year immediately preceding the date of the first violation.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 4. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale at a regular meeting held on the ___ day of _____ 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California do hereby certify that the foregoing Ordinance No. 790 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on the 13th day of November 2024, and was duly adopted at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 790, adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2024 to be posted at the City Hall, Library, and Post Office on _____.

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

City of IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Introduction and First Reading of Ordinance No. 791 to Add Chapter 9.72 of Title 9 to the Irwindale Municipal Code

City Manager's Recommendation:

Direct the City Attorney to **read by title only, waive reading of, and introduce Ordinance No. 791** entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE."

Administrative Action:

Submitted / Prepared by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The City Attorney's office became aware of a recent incident in the City of Santa Cruz ("Santa Cruz") where two law enforcement officers from the City of Hanford transported a disabled, unhoused individual ("Person Doe"), with a truck full of their possessions, from the City of Hanford to a homeless shelter parking lot in Santa Cruz. These officers had not received authorization for this drop-off from either the shelter operator or Santa Cruz staff. While Person Doe was ultimately accepted into the shelter, it was discovered that they had no connection to Santa Cruz—Person Doe had never been to Santa Cruz, had no friends or family in the area, and never requested to be transported to the shelter.

In response to this incident, the Santa Cruz City Council introduced and approved an ordinance to prohibit any unsanctioned government-sponsored transportation of unhoused persons into its jurisdiction. *See* Santa Cruz, Cal., Mun. Code § 9.91. Santa Cruz emphasized the need for these

regulations by stating there is reason to believe that other jurisdictions may engage in this type of conduct again, especially in light of the recent decision by the Supreme Court of the United States in *City of Grants Pass v. Johnson*, 144 S. Ct. 2202, 2224 (2024).

In *Grants Pass*, the U.S. Supreme Court overruled the Ninth Circuit Court of Appeals precedent, finding laws that regulate camping did not violate the Cruel and Unusual Punishments Clause of the Eighth Amendment. Following this decision, Governor Gavin Newsom issued Executive Order N-1-24 which directed the removal of homeless encampments on state properties, encouraging cities and counties to do the same.

Analysis:

While the City has no known incidents similar to that of Santa Cruz, the City Attorney's office and staff recognize the importance of preempting such unsanctioned relocations. The City has limited services to support unhoused persons and lacks the resources to provide shelter and assistance to any unhoused individual who is dropped off in the City. Further, the practice of transporting and dropping off unhoused persons to another jurisdiction hinders cities and counties from responsibly addressing its own homelessness crisis, including the provision of shelter, affordable housing, and outreach services.

The proposed ordinance addresses these concerns by prohibiting any government-sponsored relocation of unhoused persons into the City's jurisdiction, subject to limited exceptions. This will aim to ensure and deter nearby jurisdictions responding to the recent decision in *Grants Pass* and Executive Order N-1-24 from resorting to unproductive conduct (i.e., relocation of unhoused persons) that fail to actually solve homelessness. A violation of this regulation will be a misdemeanor.

The proposed ordinance encourages other government entities to responsibly resolve their homelessness-related issues within their own jurisdiction. The positive impacts of this ordinance include:

1. Preserving the City's limited homelessness-related resources, including but not limited to shelter and outreach, for the benefit of individuals residing in the City.

2. Encouraging the appropriate government agencies to provide shelter, care, outreach, and other homelessness-related resources to persons experiencing homelessness within their jurisdiction, rather than simply transporting these individuals elsewhere.

3. Preventing government agencies from engaging in cruel and inhumane treatment of unhoused persons.

Fiscal Impact:

Costs associated with the enforcement of and attorney's fees for the prosecution of the proposed ordinance.

Attachments:

1. Ordinance No. 791 re Unsanctioned Government-Sponsored Relocation

ORDINANCE NO. 791

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE

WHEREAS, the Irwindale ("City") has become aware of a recent incident in which a disabled, unhoused individual was transported and dropped off in the City of Santa Cruz by Hanford Police Department officers without any authorization from the City of Santa Cruz or its homeless shelter operators; and

WHEREAS, if cities and counties can simply relocate unhoused persons to another jurisdiction, no jurisdiction would be incentivized to provide shelter, affordable housing, and outreach services critical to solving California's homelessness crisis; and

WHEREAS, incidents similar to the one described above prevent cities and counties from responsibly addressing homelessness; and

WHEREAS, the City does not have the resources available to provide shelter and services to any person experiencing homelessness who is dropped off in the City by law enforcement officers, employees, or agents of another jurisdiction; and

WHEREAS, Governor Gavin Newsom's recent Executive Order N-1-24 directed removal of homeless encampments on state properties which may cause more cities and counties to attempt relocation of its unhoused population; and

WHEREAS, the City Council now desires to add provisions to the City's Municipal Code to preempt any similar incidents to that of the City of Santa Cruz.

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

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Chapter 9.72 ("Prohibition of Unsanctioned Government-Sponsored Relocation of Unhoused Persons") of Title 9 ("Public Peace, Morals and Welfare") of the Irwindale Municipal Code is hereby added and shall now read as follows:

Chapter 9.72 PROHIBITION OF UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS

§ 9.72.010 – Purpose.

The purpose of this chapter is to:

1. Help preserve the City's limited homelessness-related resources, including but not limited to shelter and outreach, for the benefit of individuals residing in the City; and

2. Encourage the appropriate government agencies to provide shelter, care, outreach, and other homelessness-related resources to persons experiencing homeless within their jurisdiction, rather than simply transporting these individuals elsewhere; and

3. Prevent government agencies from engaging in the cruel and inhumane treatment of unhoused persons.

§ 9.72.020 – Unsanctioned relocation prohibited.

A. No law enforcement officer, agent, or employee of a county, city, or other governmental entity, when acting in their official capacity, shall transport and drop off an individual on public property or private property that is accessible to the public within the City of Irwindale if the individual lacks a fixed, regular, and adequate nighttime residence.

B. A person "lacks a fixed, regular, and adequate nighttime residence" within the meaning of this section if that person:

    1. Has a primary nighttime residence that is on public property or private property not meant for habitation; or

    2. Lives in a publicly or privately operated shelter designated to provide temporary living arrangements, including but not limited to congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs; or

    3. Is exiting an institution where they have resided for 90 days or less and resided in an emergency shelter or place not meant for habitation immediately before entering that institution.

§ 9.72.030 – Exceptions.

The prohibitions of this chapter shall not apply to the following authorized activities:

1. Transporting a person to be treated at a hospital or other medical facility; or

2. Transporting a person to reside at a facility such as a shelter, temporary housing, or permanent housing, when a law enforcement officer, agent, or employee of a

county, city, or other governmental agency has verified that the individual being transported has already been accepted to reside at the facility; or

3. Transporting a person to attend a verified appointment with a governmental or non-profit social service provider; or

4. Any transportation or drop off activities undertaken by the City of Irwindale or the City of Irwindale Police Department on the City's behalf within the City of Irwindale; or

5. The operations of a governmental provider of public transportation, including but not limited to the Metro, Metrolink, and Foothill Transit.

§ 9.72.040 – Violations and penalties.

A violation of any provision of this chapter shall be a misdemeanor.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 4. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale at a regular meeting held on the ___ day of _____ 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California do hereby certify that the foregoing Ordinance No. 791 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on the 13th day of November 2024, and was duly adopted at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 791, adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2024 to be posted at the City Hall, Library, and Post Office on _____.

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

Item #22.A.

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Site Plan & Design Review (DA) No. 01-2024 - Maintenance and Wash Bay Canopy Structure

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2024-92-3569**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2024 FOR THE CONSTRUCTION OF A ±5,520 SQUARE FOOT MAINTENANCE AND WASH BAY STRUCTURE FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162, AND MAKING CERTAIN FINDINGS OF FACT".

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

Reviewed by:

Adrian R. Guerra, City Attorney

Adri R. Guerra

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

REQUEST
The proposed maintenance and wash bay project is a part of the Athens Services' Material Recovery Facility/Transfer Station (MRF/TS) development on 2200 Arrow Highway. While a maintenance area and a wash bay were included in the previously approved site plan and the use was evaluated in the FEIR, the proposed configuration is new and allows for more efficient access to the bays. No other changes are proposed to the MRF/TS building, which is currently under construction.



BACKGROUND/SITE HISTORY
The project site was purchased by the former Irwindale Community Redevelopment Agency (ICRA) on July 9, 1990. At the time of purchase, the site was vacant and the ICRA sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal. Specifically, the State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the "Act"), had previously directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

Project entitlements originally began on June 8, 2016, with the intent to allow the applicant, Athens

Services, to purchase the site in order to develop and operate the MRF/TS and convenience store/fueling station. The development of the site would provide the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

On February 24, 2021 the Irwindale City Council conducted a duly noticed public hearing for the Material Recovery Facility and Transfer Station and adopted the following resolutions: Resolution No. 2021-06-3268 approving a Franchise & Facility Operations Agreement; Resolution No. CC2021-08-3270 & Resolution No. SA2021-13-3275 Certifying the Final Environmental Impact Report (SCH#2013051029) for the MRF/TS Project; Resolution No. CC2021-09-3271 & Resolution No. SA2021-14-3276 for the project Disposition and Development Agreement; Resolution No. 2021-10-3272 for General Plan Amendment No. 02-2016; Resolution No. 2021-11-3273 for Conditional Use Permit No. 02-2016; Resolution No. 2021-12-3274 approving Site Plan & Design Review (DA) No. 06-2016.

On March 10, 2021, the Irwindale City Council adopted Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016 to amend the Irwindale Municipal Code to allow a Materials Recovery Facility as a permitted use in the M-2 zone and related zoning requirements; and Ordinance No. 753 approving Development Agreement No. 02-2016 to allow the construction and operation of a Materials Recovery Facility and Transfer Station, Convenience Store, and Public Gas Station at the Site.

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Commercial. The property is zoned M-2 (Heavy Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Santa Fe Dam	A1 (Agricultural)
South	City of Baldwin Park	Industrial: fronting Arrow Highway; Residential: approx.. 500' south of the Industrial Uses
East	Santa Fe Dam & LADWP Power Lines	A1 (Agricultural)
West	Industrial/Distribution Facility	M2 (Heavy Manufacturing)

SITE PLAN AND DESIGN REVIEW (DA)

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

Project Description

The proposed project is for the construction of a ±5,520 square-foot Maintenance and Wash Bay Canopy, a part of the previously approved Material Recovery Facility and Transfer Station development at 2200 Arrow Highway. The proposed maintenance and wash bay canopy is a limited facility for preventative fleet maintenance and washing only. Preventative maintenance includes activities such as oil changes, tune-ups, compliance with state-mandated inspections, and tire inspection, repair, and replacement. These activities, while essential, are considered less in-depth than major vehicle maintenance and do not require loud or obtrusive types of equipment to perform. Signage, landscaping, onsite circulation, and parking are remaining the same as the previously approved Site Plan and Design Review (DA) 06-2016.

Operation

The maintenance and wash bays will serve Athens fleet vehicles only. The equipment/machines to be used in the Project include a compressor for inflating tires and cleaning, shop tools, and a pressure washer. Chemicals that may be used or stored at the Project site include degreaser for vehicle equipment washing (e.g., Big Mule Sanitizer), glass cleaner for windshields, and maintenance fluids such as motor oil, used oil, hydraulic oil, gear oil, grease, antifreeze, and used antifreeze. The maintenance canopy is proposed to be only used for minor repair and maintenance; primary repair shop activities will take place at the City of Industry Athens facility. The standard maintenance and wash bay operations have been conditioned to be limited to occur only between the hours of 7am and 10pm to meet City of Irwindale's noise regulations code section 9.28.

The wash bay will service the Athens fleet of 53' tractor trailers, not the local waste collector vehicles. The water from the wash bay will go through an extensive clarifying process to remove any possible contaminates or material before draining to the public sewer and will be regularly inspected for compliance with all applicable agency regulations.

Building Design/Design Guidelines

The main Material Recovery Facility incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited to facade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the MRF building includes articulated arched façade elements with translucent panels are provided to break up the building massing. Additionally, the building elevations are scored vertically and horizontally to provide architectural interest. The buildings also feature raised decorative accent elements with metal crosspieces over the bay doors. The design complements many of the recently approved developments, which have been designed to closely adhere to the guidelines, while maintaining function and aesthetic uniqueness

The proposed structure of the Maintenance and Wash Bay canopy will have the same colors, materials, and façade elements as the main Material Recovery Facility. As an accessory structure, the open bay canopy complements the main facility.

Building Height

The canopy structure is proposed to stand nineteen feet, three and three fourths (19'-3¾") inches tall from the finished surface. The main Material Recovery Facility has a height of fifty feet, six inches (50'-6").

Project Fencing and Screening

The applicant is proposing the operation of the maintenance bay to be screened by the eight-foot (8ft) perimeter wall that surrounds the entirety of the Material Recovery Facility and Transfer Station development. Per Irwindale Municipal Code Section 17.56.080(C)(18) minor repairs for fleet vehicles and machinery must be done within an enclosed building or shielded from the public right of way. The maintenance and repair use were originally entitled to occur within the enclosed main Material Recovery Facility building. The applicant now proposes to move all onsite maintenance to occur within the opened maintenance canopy. Exhibit C, Project Plans, includes a Line of Sight rendering that shows the line of sight from both the northern and southern side of Live Oak Ave. Along with the eight-foot perimeter wall, the applicant is proposing to screen the facility with existing and newly planted trees south of the perimeter wall facing Live Oak Ave.

ANALYSIS

Site Plan & Design Review Analysis

Pursuant to Irwindale Municipal Code section 17.70.050(A), upon approving a site plan and design review application, the Planning Commission and City Council shall make the following findings:

1. **The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city**

The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan designation of Commercial/Industrial. The design of the structure matches the design of the main Material Recovery Facility which is designed to comply with the development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and the Commercial and Industrial Design Guidelines.

2. **The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement**

The finding is no longer applicable as the Irwindale Community Redevelopment Agency no longer exists.

3. **The following are so arranged as to avoid traffic congestion, to ensure the public health,**

safety, and general welfare, and to prevent adverse effect on surrounding properties:

a. **Facilities and improvements,**

The Maintenance and Wash Bay canopy is setback 73'-10" from the Southern property line abutting Live Oak Avenue and 110'-11" from the western property line abutting the 14005 Live Oak Avenue property. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

b. **Pedestrian and vehicular ingress, egress, and internal circulation,**

Ingress and egress to the site is for the project site will not be changed from the previously approved SP&DR(DA) No. 06-2016, which provides that which provides that ingress and egress to the site is provided via five (5) driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks - only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off -site improvements resulting from the internal site changes. A right-hand turn lane and installation of an intersection stop light was included in the project. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

c. **Setbacks,**

The project complies with the minimum setback requirements for the M-2 zone.

d. **Height of buildings,**

The M-2 zone does not have a maximum height limit. The MRF development has a height of 50'-6" while the proposed canopy has a height of 19'-3¾".

e. **Signs,**

A sign program is required per SP&DR(DA) No. 06-2016 that eschews garishness and embraces a refined, integrated overall design. The sign program will be prepared to address all on-site wall, freestanding, and directional signage. Additionally, pursuant to Community Development Condition of Approval (B)(8) herein, the Applicant shall obtain approval and permits from the Planning and Building Divisions for all Project signage prior to construction of any signs on the Project site.

f. **Mechanical and utility service equipment,**

All equipment for the maintenance and wash bay uses will be stored within the canopy structure.

g. **Landscaping,**

The project will not affect the majority of landscaping. Trees along the perimeter wall will help screen the canopy from the public right of way view.

h. **Grading,**

The MRF development was designed to take advantage of the topography, thus reducing grading activities.

i. **Lighting,**

All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create “dark pockets” that could support nefarious activities.

j. **Parking,**

Parking will not be affected by the proposed canopy structure.

k. **Drainage,**

A Water Quality Management Plan (WQMP) from SP&DR(DA) 06-2016 will address hydrology and draining for the MRF development, including the maintenance and wash bays.

l. **Intensity of land use.**

The project is located on the southern side of the Athens Services MRF development abutting Live Oak Ave. The MRF development is located in a 17.22-acre, triangular shaped parcel. The building footprint was originally entitled to cover 34% of the parcel per SP&DR(DA) No. 06-2016, currently the building footprint is proposed to cover 25.7% of the parcel.

4. **The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.**

The proposed canopy, like the main MRF development, incorporates desired design elements from the

Commercial and Industrial Design Guidelines including but not limited to façade elements, materials and colors.

PLANNING COMMISSION REVIEW
On October 28, 2024, SP&DR (DA) No. 01-2024 was presented to the Planning Commission. The Planning Commission adopted PC Resolution No. 840(24) recommending that the City Council approve SP&DR (DA) No. 01-2024, and find the project exempt from further CEQA review.

PUBLIC NOTICE
On October 31, 2024, the property owners within 500 feet of the subject property were notified by mail of the City Council's public hearing of this matter. The public notice was also published in the newspaper on November 1, 2024.

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. It is recommended that the City Council find, on the basis of substantial evidence contained in the whole record, that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

A copy of the FEIR and related environmental documents are posted on the City's website at https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer.
and available at the Irwindale Public Library and Deputy City Clerk's Office.

Fiscal Impact:

The project is a private development fully funded by the developer/applicant.

Attachments:

1. Attachment A CC Reso Adopting SP&DR (DA) No. 01-2024 (Final)(1031246.1)
2. Attachment "B" Plans - SP&DR(DA) No. 01-2024_Page_1
3. Plans - SP&DR(DA) No. 01-2024_Page_2
4. Plans - SP&DR(DA) No. 01-2024_Page_3
5. Plans - SP&DR(DA) No. 01-2024_Page_4
6. Plans - SP&DR(DA) No. 01-2024_Page_5
7. Plans - SP&DR(DA) No. 01-2024_Page_6
8. Attachment "C" 10.28.24 PC Report

ATTACHMENT "A"

RESOLUTION NO. 2024-92-3569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2024 FOR THE CONSTRUCTION OF A ±5,520 SQUARE FOOT MAINTENANCE AND WASH BAY STRUCTURE FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162, AND MAKING CERTAIN FINDINGS OF FACT

WHEREAS, Anthony Bertrand, PO Box 60009, City of Industry, CA 91716, on behalf of Arakelian Enterprises Inc. dba Athens Services, has made a request for a Site Plan and Design Review (DA) for the construction a ± 5,520 square foot maintenance and wash bay canopy; and

WHEREAS, the Subject Property is located at 2200 Arrow Highway (APN 8535-001-039). The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application"; and

WHEREAS, on February 24, 2021, the Irwindale City Council conducted a duly noticed public hearing for the Material Recovery Facility and Transfer Station and adopted the following resolutions: Resolution No. 2021-12-3274 approving Site Plan & Design Review (DA) No. 06-2016; Ordinance No. 753 for Development Agreement No. 02-2016; Resolution No. CC2021-09-3271 & Resolution No. SA2021-14-3276 for the project Disposition and Development Agreement; Resolution No. 2021-10-3272 for General Plan Amendment No. 02-2016; Ordinance No.752 for Zone Ordinance Amendment No. 04-2016; Resolution No. 2021-11-3273 for Conditional Use Permit No. 02-2016; and Resolution No. 2021-06-3268 for the Franchise & Facility Operations Agreement; and

WHEREAS, the Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. Based on the City Council's findings herein, on the basis of substantial evidence contained in the whole record, the FEIR serves as the environmental review for the project and no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken

and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

WHEREAS, on October 28, 2024, the Planning Commission of the City of Irwindale conducted a duly noticed public hearing and adopted PC Resolution No. 840(24) recommending that the City Council approve the Site Plan and Design Review (DA) No. 01-2024 Application; and

WHEREAS, on November 13, 2024, the City Council held a duly noticed public hearing, as required by law, on the proposed Site Plan and Design Review (DA) No. 01-2024 to receive testimony and other evidence regarding the proposed Site Plan and Design Review, including without limitation, information provided to the City Council by City staff; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and incorporated herein by this reference.

SECTION 2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," and in light of the entire record, the City Council hereby specifically finds as follows:

A. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan designation of Commercial/Industrial. The design of the structure matches the design of the main Material Recovery Facility which is designed to comply with the development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and the Commercial and Industrial Design Guidelines.

B. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists.

C. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

I. Facilities and improvements,

The Maintenance and Wash Bay canopy is setback 73'-10" from the Southern property line abutting Live Oak Avenue and 110'-11" from the western property line abutting the 14005 Live Oak Avenue property. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

II. Pedestrian and vehicular ingress, egress, and internal circulation,

Ingress and egress to the site is for the project site will not be changed from the previously approved SP&DR(DA) No. 06-2016, which provides that ingress and egress to the site is provided via five (5) driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks - only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off -site improvements resulting from the internal site changes. A right-hand turn lane and installation of an intersection stop light was included in the project. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard. The location of the proposed canopy structure allows for clear access and vehicular flow to the structures.

III. Setbacks,

The project complies with the minimum setback requirements for the M-2 zone.

IV. Height of buildings,

The M-2 zone does not have a maximum height limit. The MRF development has a height of 50'-6" while the proposed canopy has a height of 19'-3¾".

V. Signs,

A sign program is required per SP&DR(DA) No. 06-2016 that eschews garishness and embraces a refined, integrated overall design. The sign program will be prepared to address all on-site wall, freestanding, and directional signage. Additionally, pursuant to Community Development Condition of Approval (B)(8) herein, the Applicant shall obtain approval and permits from the Planning and Building Divisions for all Project signage prior to construction of any signs on the Project site.

VI. Mechanical and utility service equipment,

All equipment for the maintenance and wash bay uses will be stored within the canopy structure.

VII. Landscaping,

The project will not affect the majority of landscaping. Trees along the perimeter wall will help screen the canopy from the public right of way.

VIII. Grading,

The MRF development was designed to take advantage of the topography, thus reducing grading activities.

IX. Lighting,

All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create “dark pockets” that could support nefarious activities.

X. Parking,

Parking will not be affected by the proposed canopy.

XI. Drainage,

A Water Quality Management Plan (WQMP) from SP&DR(DA) 06-2016 will address hydrology and draining for the MRF development, including the maintenance and wash bays.

XII. Intensity of land use.

The project is located on the southern side of the Athens Services MRF development abutting Live Oak Ave. The MRF development is located in a 17.22-acre, triangular shaped parcel. The building footprint was originally entitled to cover 34% of the parcel per SP&DR(DA) No. 06-2016, currently the building footprint is proposed to cover 25.7% of the parcel.

D. The proposed development is consistent with applicable city design guidelines and historic design themes and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed canopy, like the main MRF development, incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, materials and colors.

SECTION 3. The Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. The City Council hereby finds, on the basis of substantial evidence contained in the whole record, that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects. City Staff are hereby directed and authorized to file a Notice of Exemption.

SECTION 4. If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 5. Based upon the substantial evidence and conclusions set forth herein above, the City Council approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

SECTION 6. This resolution shall be effective upon approval and adoption.

SECTION 7. The Chief Deputy City Clerk shall certify to the adoption of this resolution and transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 13th day of November, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-92-3569 was adopted at a regular meeting of the Irwindale City Council held on the 13th day of November, 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2024-92-3569
Site Plan and Design Review No. 01-2024
Maintenance and Wash Bay Canopy Structure for Athens Services
2200 Arrow Highway, Irwindale, CA 91706

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA), allows for the construction of one (1) speculative, concrete tilt-up building substantially in conformance with the plans submitted to the City dated August 30, 2024.

2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. The Applicant shall agree and consent, in writing, to each and every condition set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).

4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 01-2024, including the environmental review and approvals therefore. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these

conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

9. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 (Heavy Manufacturing) zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated August 30, 2024) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the final approving body (City Council) pursuant to the amendment of the Site Plan and Design Review Permit.

2. This project is an amendment to SP&DR (DA) No. 06-2016 and shall conform to all requirements of SP&DR (DA) No. 06-2016, as set forth in City Council Resolution 2021-12-3274, including the conditions of approval as set forth therein, except as modified herein.

3. All conditions of approval and requirements set forth in Development Agreement No. 02-2016 and Conditional Use Permit No. 08-2016 shall be complied with.

4. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.

5. The standard maintenance and wash bay operations shall occur between the hours of 7:00am -10:00pm. Maintenance and Wash Bay activities between the hours of 10:00pm – 7:00am are permitted, except that no excessive noise producing equipment shall be used during these hours and no other activities that would violate the City's noise ordinance are permitted.

6. A minimum of 10% the total lot area shall be landscaped.

7. All plant material, including trees, shall be maintained in good condition, and replaced in the event they die or become diseased, this includes the landscaping and trees proposed as screening from public view of the maintenance and wash bay canopy.

8. The Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.

9. Drive aisles shall remain open and unobstructed for vehicular circulation.

10. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

11. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.

12. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

13. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design

[1] Photovoltaic equipment is exempt from this requirement.

Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

14. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

15. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday through Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per Irwindale Municipal Code section 9.28.110(A) .

16. All construction related activity shall comply with the noise standards as set forth in Irwindale Municipal Code Section 9.28.030.

C. BUILDING & SAFETY

1. Applicant shall submit all construction documents for approval/permits to Building & Safety for review.

D. FIRE DEPARTMENT

1. The proposed project shall be subject to the conditions and requirements of the County of Los Angeles Fire Department.

E. PUBLIC SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.

3. Tenants must adhere to the SB 1383 regulations set forth by CalRecycle under California Code of Regulations Title 14, Division 7, Chapter 3 and outlined in the Irwindale Municipal Code Section 08.22 Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste, which

includes the diversion of edible food to food recovery organizations and services.

4. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter within the public right-of-way as directed by the Director of Engineering and the Public Services Director.

5. The owner and/or applicant is responsible for obtaining encroachment permit(s) from the City or any responsible agencies prior to commencing any type of work in the public right-of-way.

6. Vehicles shall not block the sidewalk or be parked on the public right-of-way or property frontage.

7. The tenant and owner of the property are responsible for the removal of any accidental or illegal dumping of debris on private property. It is not the responsibility of the City of Irwindale to remove any accidental or illegal dumping of items from private property.

8. All pedestrian and approach ramps in the public right-of-way shall meet ADA requirements. Pedestrian ramps shall have brick red truncated domes in the public right-of-way.

9. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

10. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain at its sole expense all landscaping in the public right-of-way, including the parkway between the curb and sidewalk.

LEGEND

- OFFICE (2-STORY)
- MRF / TRANSFER STATION / SELF HAUL / C & D AREA:
- SCALE HOUSE
- MAINTENANCE / WASH BAY
- BALE STORAGE
- RESTROOM BUILDING
- CONVENIENCE STORE
- DECORATIVE CONCRETE PAVEMENT
- PAVING
- ASPHALT PAVING
- EXISTING EASEMENT
- LANDSCAPING
- PROPERTY LINE

PROJECT TEAM

ARCHITECT
J. R. MILLER & ASSOCIATES
2700 SATURN STREET
BREA, CA 92821

CONTACT: RICHARD JIMENEZ
PH: 714-524-1870
FX: 714-524-1875
EMAIL: richardj@jrma.com

PROPOSED OPERATOR
ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES
14048 VALLEY BLVD.
CITY OF INDUSTRY, CA 91716

CONTACT : ANTHONY BERTRAND
PH: 626-723-3740
EMAIL: ABertrand@athensservices.com

PROJECT DESCRIPTION

MAINTENANCE / WASH BAY CANOPY

SITE ADDRESS

2200 ARROW HWY.
IRWINDALE, CA 91706

BUILDING SUMMARY

MAINTENANCE / WASH BAY:	5,520 S.F.
OFFICE (2 STORY) (UNDER SEPARATE PERMIT):	11,244 S.F.
MRF / TRANSFER STATION / SELF HAUL / C & D AREA (UNDER SEPARATE PERMIT):	155,540 S.F.
BALE STORAGE (UNDER SEPARATE PERMIT):	22,272 S.F.
SCALE HOUSE (3 TOTAL) (UNDER SEPARATE PERMIT):	531 S.F.
UTILITY / RESTROOM BUILDING (UNDER SEPARATE PERMIT):	375 S.F.
CONVENIENCE STORE (UNDER SEPARATE PERMIT):	2,567 S.F.
SUBTOTAL:	198,099 S.F.

NET LAND AREA:

SITE:	(13.65 ACRES)	594,607 S.F.
T/L EASEMENT (SHOWN HATCHED):	(3.57 ACRES)	155,419 S.F.
TOTAL SITE:	(17.22 ACRES)	±750,026 S.F.

SITE SUMMARY

BUILDING FOOTPRINT:	192,831 S.F.	25.7%
LANDSCAPE:	74,770 S.F.	10.0%
SIDEWALK/ OTHER PAVED AREAS:	55,950 S.F.	7.5%
PARKING/DRIVE:	426,475 S.F.	56.8%
TOTAL:	750,026 S.F.	100.0%

BUILDING RATIO

MAINTENANCE / WASH BAY:
5,520 S.F. / 750,026 S.F. = 0.007 (0.7%)

PARKING ANALYSIS

PARKING PROVIDED

PARKING SPACES	
STANDARD PARKING SPACES:	105
ADA PARKING SPACES:	9
EV SPACES:	29
EVCS SPACES:	7
SUBTOTAL:	151

FLEET SPACES	
OVERFLOW SPACES:	45
TOTAL SPACES:	196

* DRIVERS WILL PARK THEIR PERSONAL VEHICLES WITHIN THE OVERFLOW SPACE DESIGNATION FOR SHIFT.

OTHER	
SHORT TERM BICYCLE RACKS:	10
LONG TERM BICYCLE RACKS:	10

KEYNOTES

PROPOSED

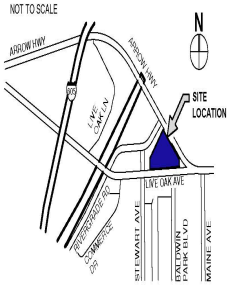
1. VCWD EASEMENT
2. LINE OF TUNNEL BELOW
3. RAMP TO LOADOUT TUNNEL
4. OUTLINE OF ROOF ABOVE
5. PAINTED TRAFFIC STRIPING
6. WIDE LANE BARRIER GATE OPERATOR
7. TRANSFORMER WITH CONCRETE PAD
8. STEEL PUSHWALL
9. 9'X18' ACCESSIBLE PARKING STALL
10. SLIDING GATES
11. LOADOUT PORT, TYP.
12. CONCRETE RETAINING WALL
13. EMERGENCY VEHICLE ACCESS ONLY SIGNAGE
14. FLAG POLE
15. 8' HIGH C.M.U. WALL
16. SWING GATES
17. 70' X 10' SCALE
18. RAMP FROM LOADOUT TUNNEL
19. WROUGHT IRON FENCE
20. FIRE DEPARTMENT ACCESS ONLY
21. TARPING AREA
22. EASEMENT ACCESS GATES
23. VEHICLE BRIDGE
24. NOT A PART OF PROJECT SITE
25. ACCESSIBLE RAMP
26. LOADING DOCK
27. SCE PME SWITCH / CAPACITOR
28. REMOVABLE BOLLARD
29. CONCRETE SCREEN WALL
30. STRIPPED WALKING PATH

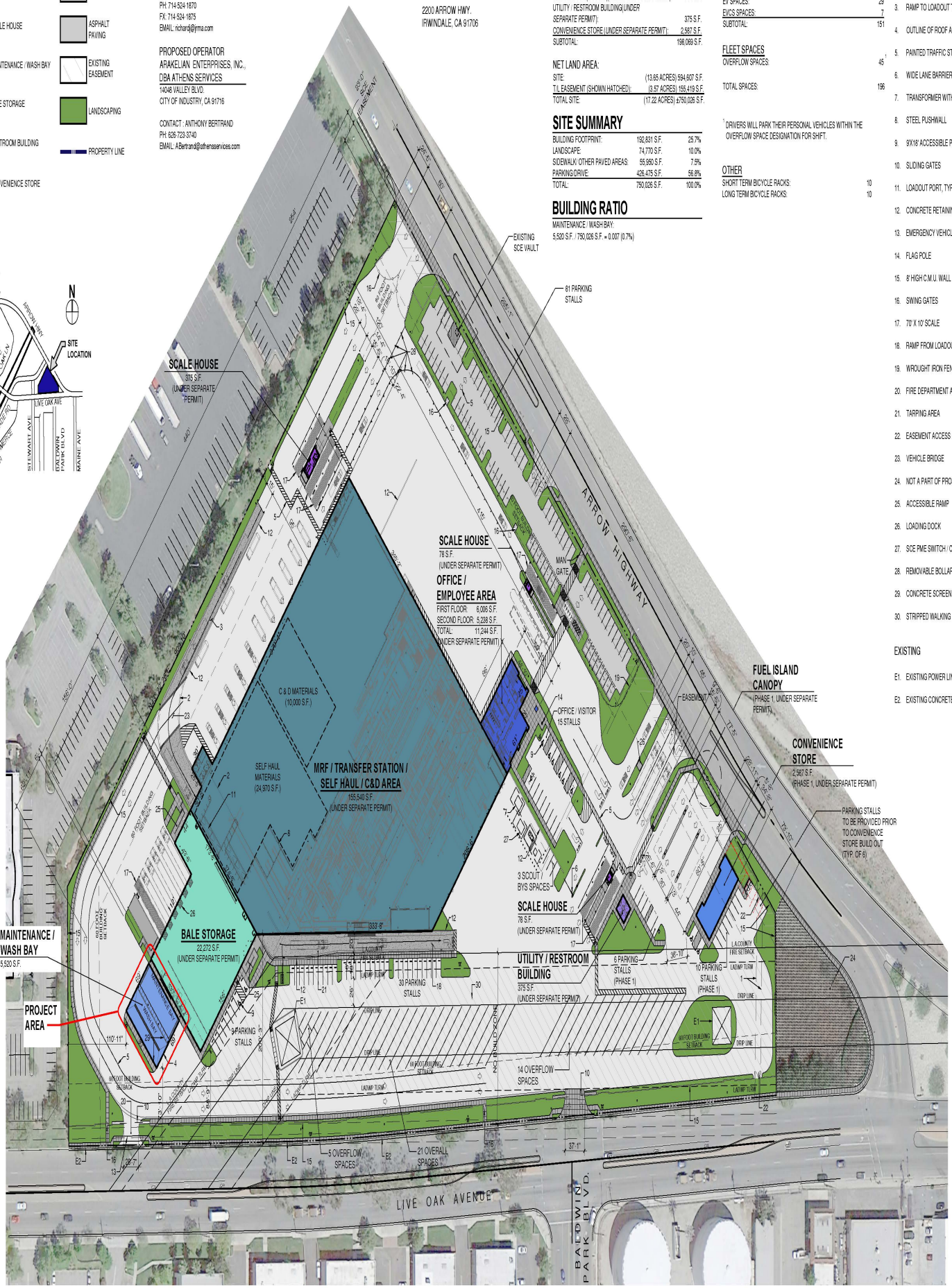
EXISTING

E1. EXISTING POWER LINE TOWER
E2. EXISTING CONCRETE PUBLIC SIDEWALK

VICINITY MAP

NOT TO SCALE





SCALE: 1"=50'-0"

TRUE NORTH | REFERENCE NORTH

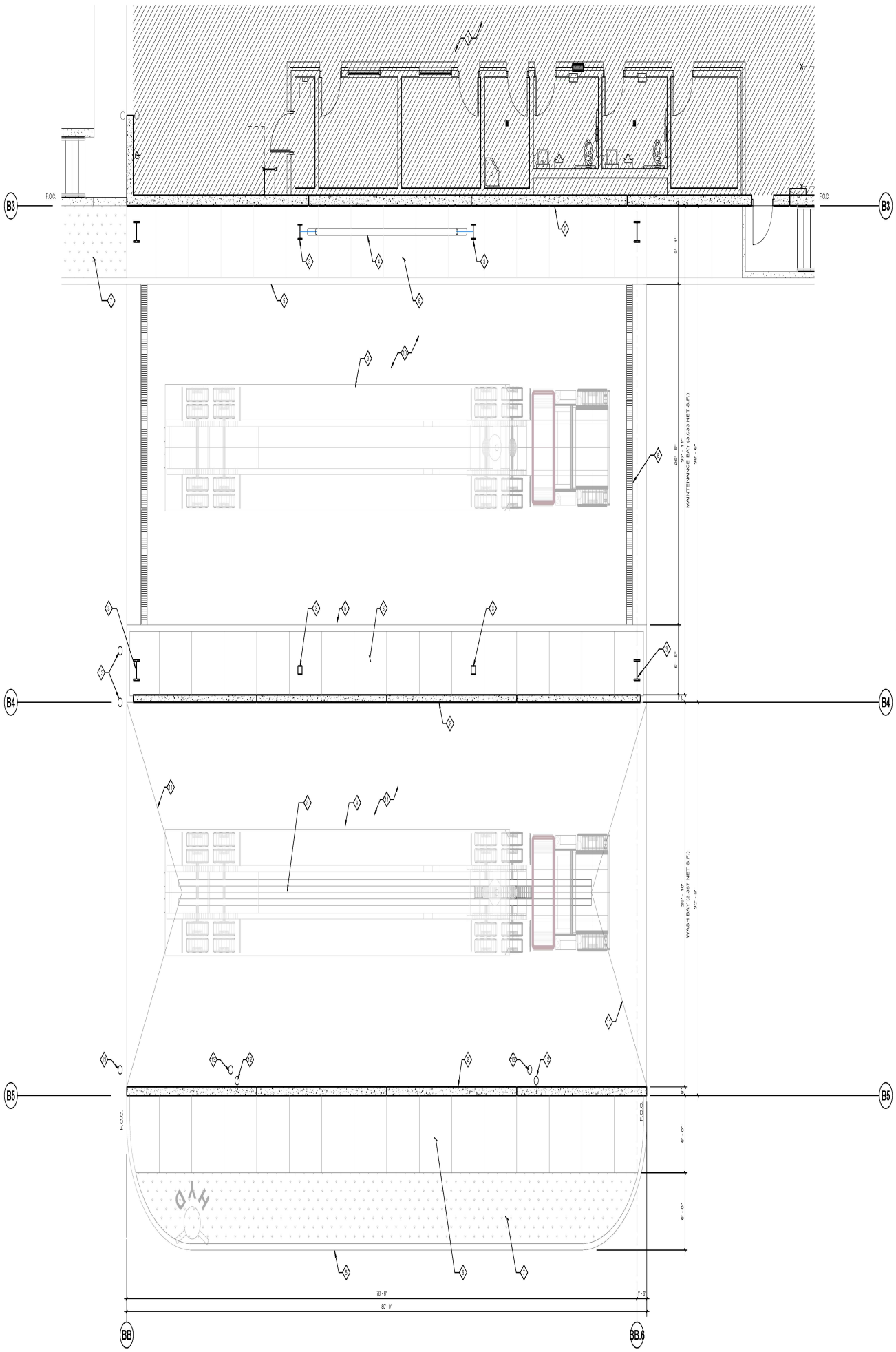
SITE PLAN

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

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A1.1



KEYNOTES

1. HATCHED AREA - BALE STORAGE BUILDING (UNDER SEPARATE PERMIT)
2. CONCRETE TILT-UP PANEL
3. STRUCTURAL STEEL COLUMN
4. STRUCTURAL STEEL BRACE FRAME
5. CONCRETE CURB
6. CONCRETE SIDEWALK
7. LANDSCAPED AREA
8. TRENCH DRAIN WITH STEEL GRATES
9. ATHENS TRANSFER TRUCK
10. THICKENED CONCRETE SLAB ON GRADE
11. THICKENED CONCRETE SLAB ON GRADE, SLOPED TO TRENCH DRAINS
12. INTERIOR ROOF DRAIN DAYLIGHT 9" ABOVE FINISH GRADE
13. CONCRETE FILLED BOLLARD, PAINTED SAFETY YELLOW

LEGEND

1. KEYNOTE CALLOUT

JRMA
ARCHITECTS ENGINEERS

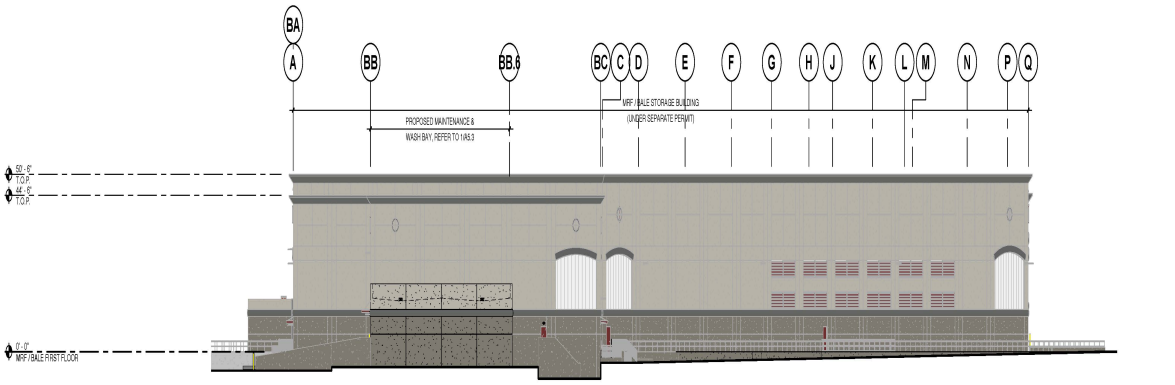
ENLARGED FLOOR PLAN

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

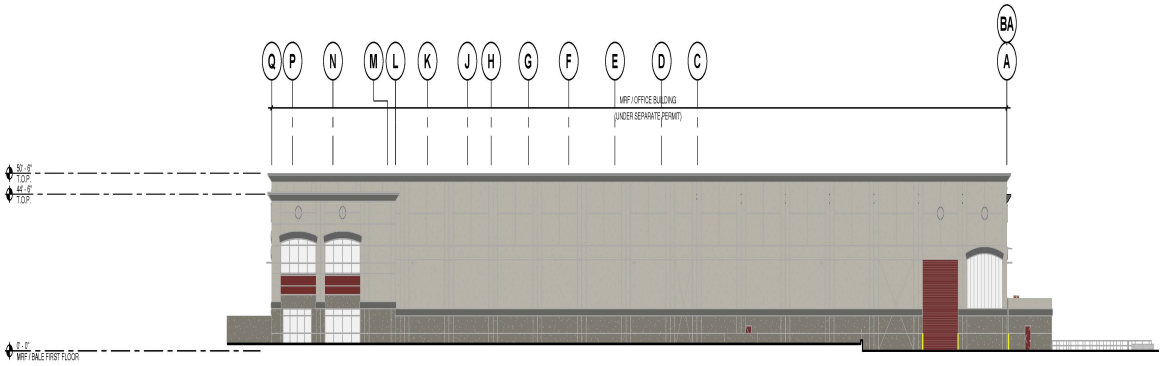
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A2.1



1 OVERALL WEST ELEVATION

3/64" = 1'-0"



2 OVERALL EAST ELEVATION

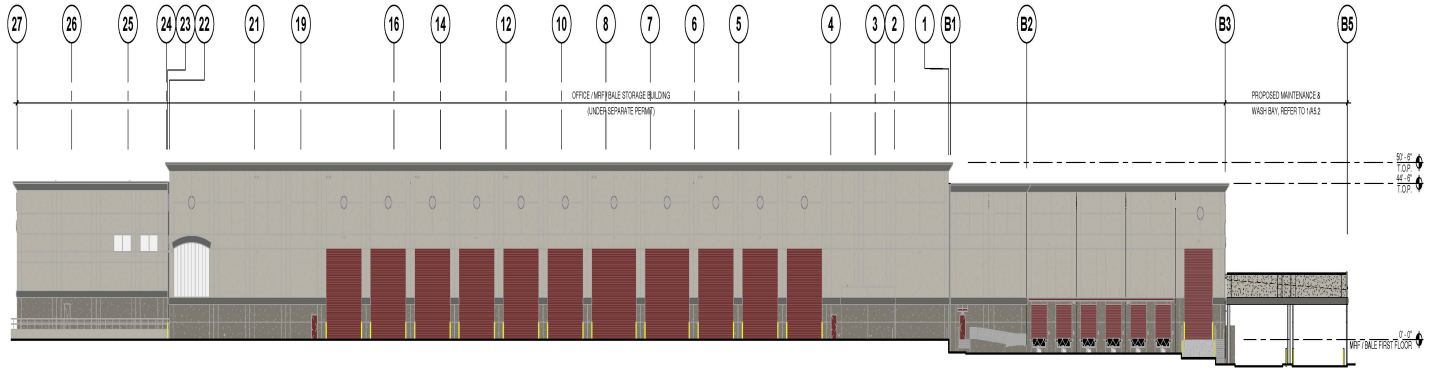
3/64" = 1'-0"

FINISH KEYNOTES

A	MAIN BUILDING COLOR: DUNN EDWARDS COLOR: DET626 RECLAIMED WOOD.
B	BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET626 METAL FRINGE
C	BUILDING TRIM: DUNN EDWARDS COLOR: DET626 FADE TO BLACK
D	BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET424 BARN RED

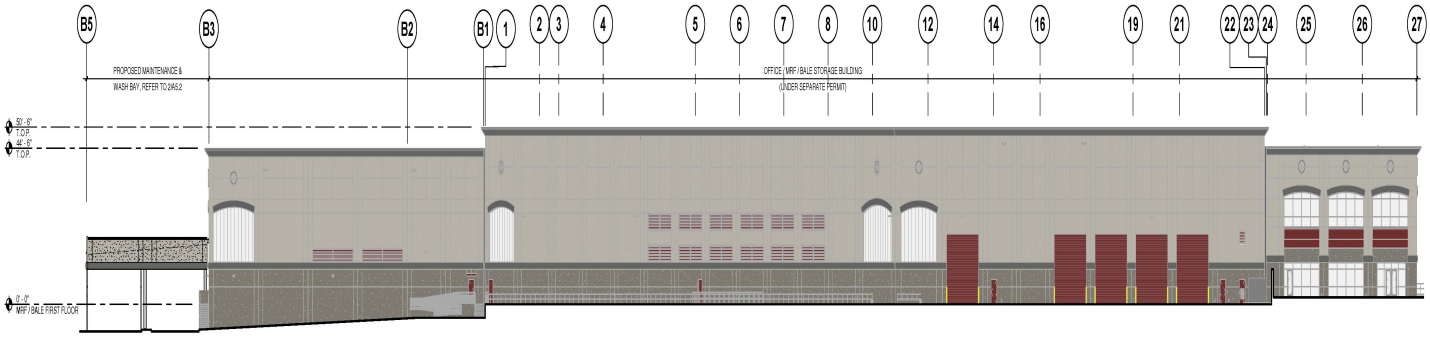
LEGEND

◊ KEYNOTE CALLOUT



3 OVERALL NORTH ELEVATION

3/64" = 1'-0"



4 OVERALL SOUTH ELEVATION

3/64" = 1'-0"

JRMA
ARCHITECTS ENGINEERS

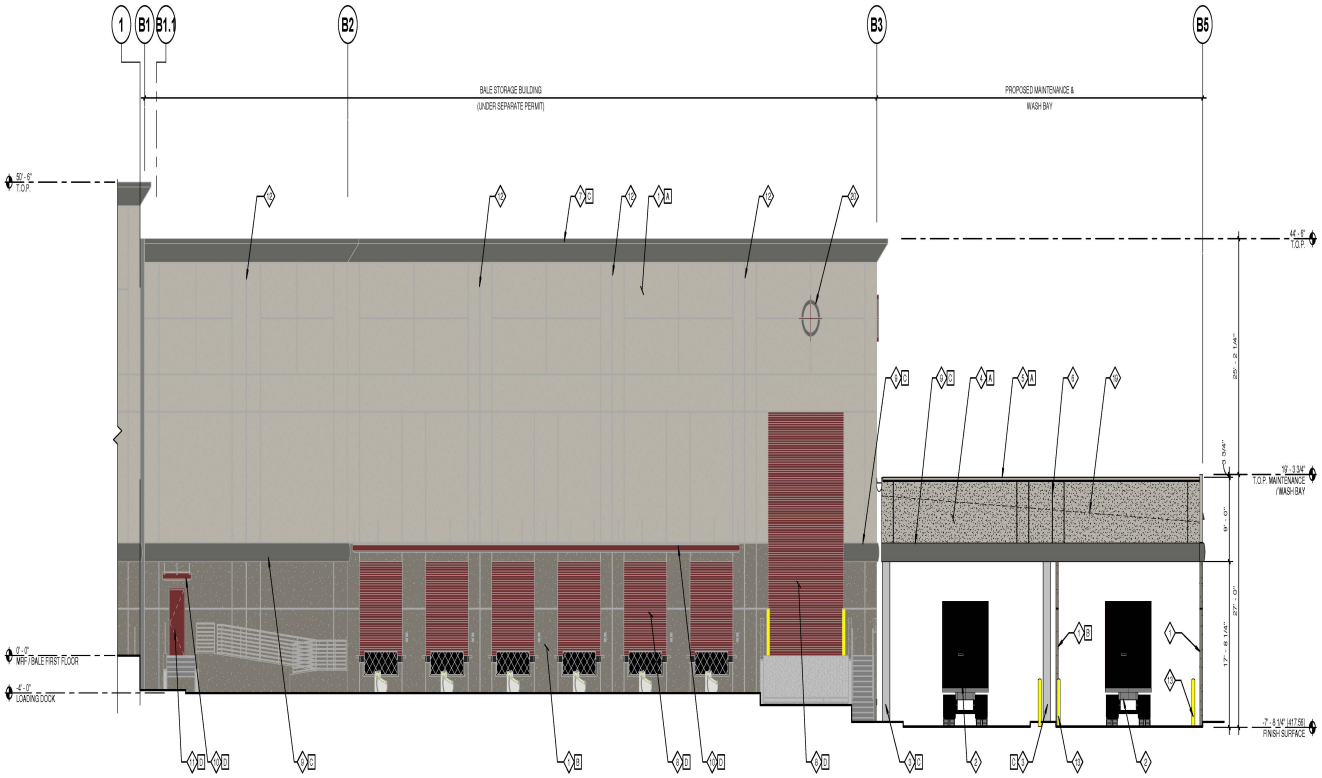
OVERALL EXTERIOR ELEVATIONS

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

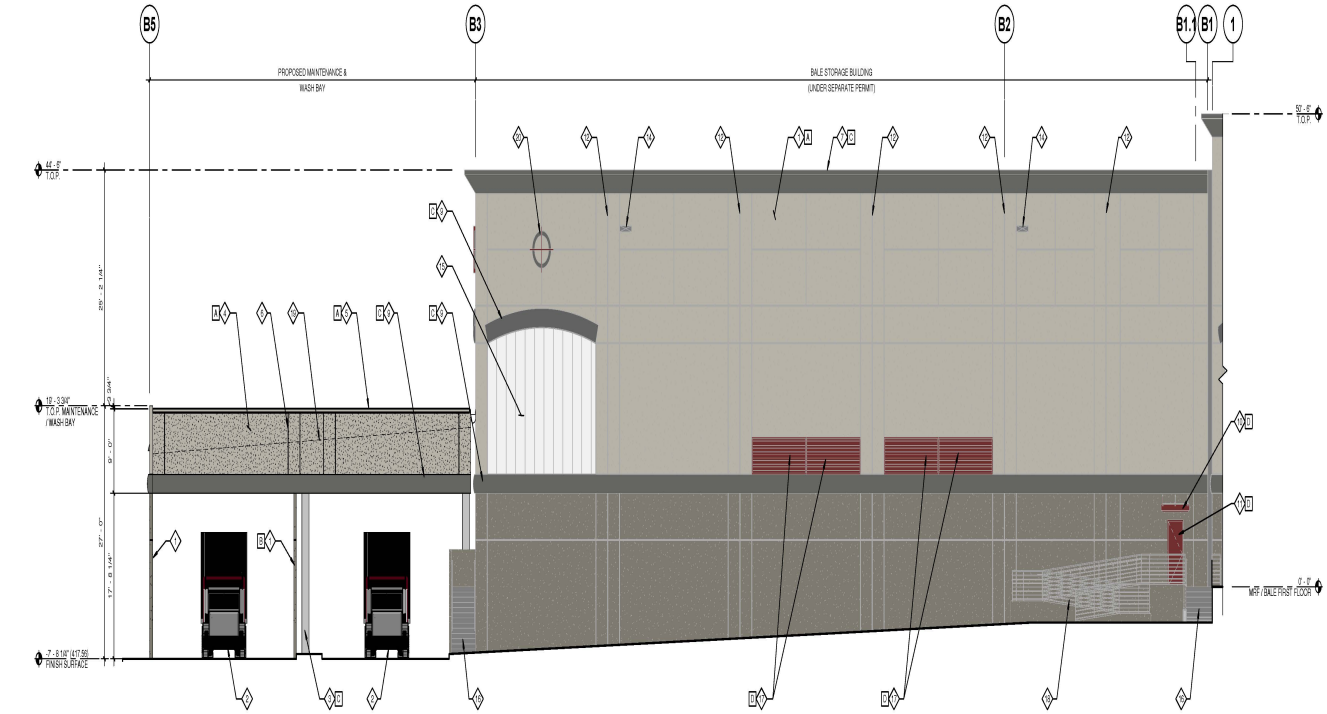
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A5.1



1 ENLARGED NORTH ELEVATION

1/8" = 1'-0"



2 ENLARGED SOUTH ELEVATION

1/8" = 1'-0"

KEYNOTES

1. CONCRETE TILT-UP PANEL
2. ATHENS TRANSFER TRUCK
3. STRUCTUPAL STEEL COLUMN
4. SMOOTH PLASTER FINISH TO MATCH CONCRETE TILT-UP PANEL
5. GALVANIZED PRE-FINISHED COPING TOP
6. PLASTER CONTROL JOINT
7. CORNICE
8. OVERHEAD COILING DOOR
9. DECORATIVE EPS ACCENT TRIM
10. PRE-MANUFACTURED METAL AWNING
11. HOLLOW METAL DOOR AND FRAME
12. CONC TILT-UP PANEL JOINT
13. CONCRETE FILLED BOLLARD, PAINTED SAFETY YELLOW
14. ROOF OVERFLOW SCUPPER
15. STRUCTURED POLYCARBONATE PANEL ASSEMBLY
16. CONCRETE STAIR AND WALL
17. FIXED LOUVER
18. CONCRETE RAMP, WALL AND RAILING
19. ROOF LINE BEYOND
20. DECORATIVE ACCENT

FINISH KEYNOTES

A. MAIN BUILDING COLOR: DUNN EDWARDS COLOR: DET626 RECLAIMED WOOD

B. BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET628 METAL FRINGE

C. BUILDING TRIM: DUNN EDWARDS COLOR: DET629 FADE TO BLACK

D. BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET624 BARN RED

LEGEND

KEYNOTE CALLOUT

JRMA
ARCHITECTS ENGINEERS

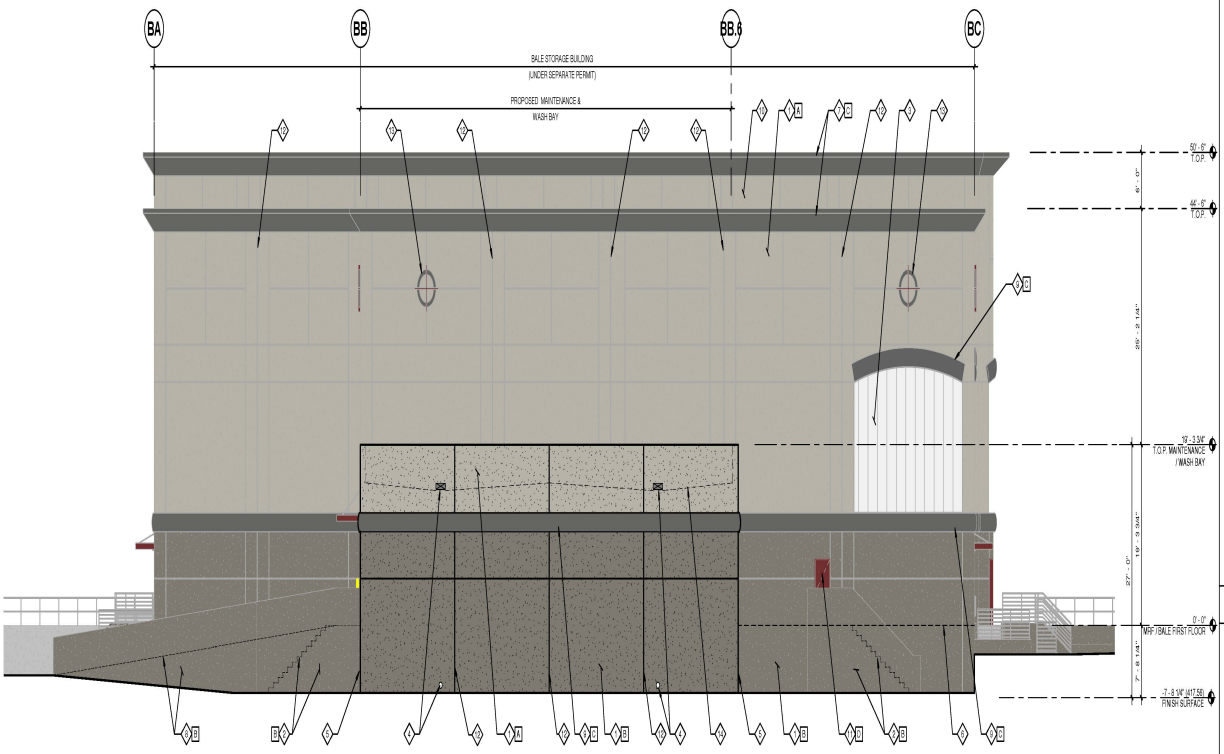
ENLARGED EXTERIOR ELEVATIONS

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Maintenance / Wash Bay
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Job No. 3955
08.29.2024

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A5.2



1 ENLARGED WEST ELEVATION

1/8" = 1'-0"

KEYNOTES

1. CONCRETE TILT-UP PANEL
2. CONCRETE STAIR AND WALL BEYOND
3. STRUCTURED POLYCARBONATE PANEL ASSEMBLY
4. INTERIOR ROOF DRAIN (SKYLIGHT 9" ABOVE FINISH GRADE & ROOF OVERFLOW SCUPPER
5. EXTENTS OF MAINTENANCE / WASH BAY
6. LINE OF FINISH FLOOR BEYOND
7. CORNICE
8. CONCRETE RAMP AND WALL BEYOND
9. DECORATIVE EPS ACCENT TRIM
10. MRF BUILDING BEYOND
11. HOLLOW METAL DOOR AND FRAME
12. CONC TILT-UP PANEL JOINT
13. DECORATIVE ACCENT
14. ROOF LINE BEYOND

FINISH KEYNOTES

A. MAIN BUILDING COLOR: DUNN EDWARDS COLOR: DET626 RECLAIMED WOOD

B. BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET628 METAL FRINGE

C. BUILDING TRIM: DUNN EDWARDS COLOR: DET629 FADE TO BLACK

D. BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET624 BARN RED

LEGEND

1. KEYNOTE CALLOUT

JRMA ARCHITECTS ENGINEERS

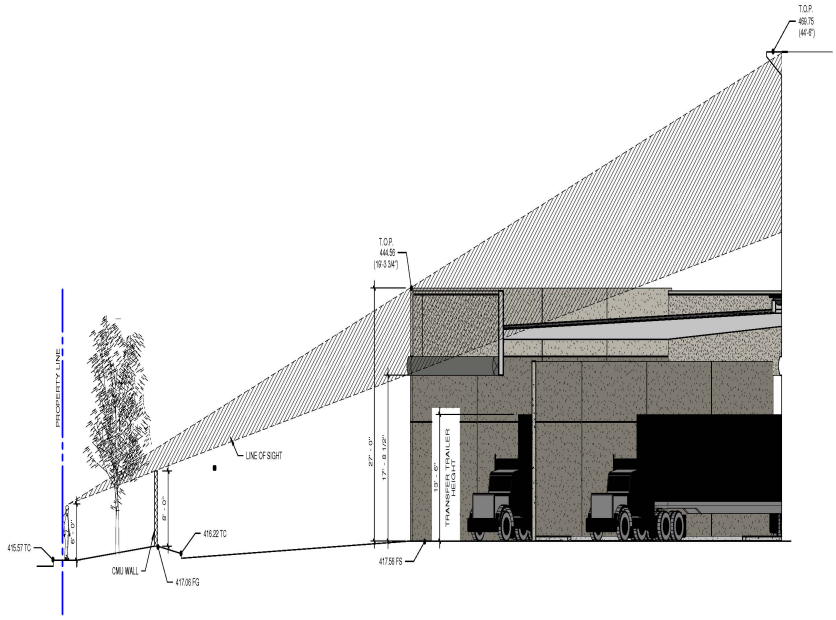
ENLARGED EXTERIOR ELEVATIONS

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

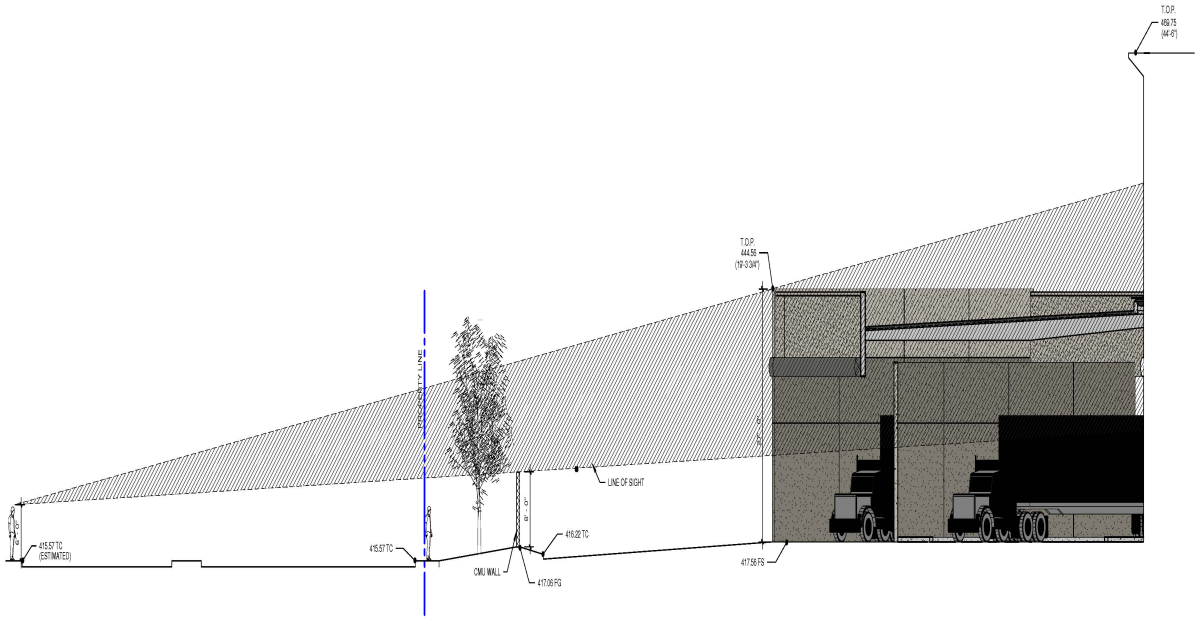
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A5.3



1 **NORTH SIDE OF LIVE OAK AVENUE**

1/8" = 1'-0"



2 **SOUTH SIDE OF LIVE OAK AVENUE**

1/8" = 1'-0"

JRMA ARCHITECTS ENGINEERS

LINE OF SIGHT

Athens Irwindale
Maintenance / Wash Bay
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08.29.2024

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A5.4

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: October 28, 2024 **Agenda Item No. 4-C**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

Project Planner: Martin Romero, Assistant Planner
Marilyn Simpson, Community Development Director

Project: Site Plan and Design Review (DA) No. 01-2024

Applicant: Anthony Bertrand, Arakelian Enterprises Inc. dba Athens Services

Project Location: 2200 Arrow Highway (APN: 8535-001-039)



Staff Recommendation: That the Planning Commission:

1) Adopt Resolution No. 840(24) entitled, "A Resolution of the Planning Commission of the City of Irwindale Recommending that the City Council approve Site Plan and Design Review (DA) No. 01-2024 for the construction of a ± 5,520 square foot maintenance and wash bay for the Materials Recovery Facility & Transfer Station (MRF/TS) on property located at 2200 Arrow Highway, Irwindale, CA 91706 (APN: 8535-001-039) in the M-2 (Heavy Manufacturing) zone subject to conditions as stated herein, finding the Project exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15162, and making certain findings of fact".

REQUEST

The Applicant is requesting a Site Plan and Design Review (DA) for the construction of a ±5,520 square-foot maintenance and wash bay canopy structure.

BACKGROUND/HISTORY

The proposed maintenance and wash bay project is a part of the Athens Services' Material Recovery Facility/Transfer Station (MRF/TS) development on 2200 Arrow Highway. The project site was purchased by the former Irwindale Community Redevelopment Agency (ICRA) on July 9, 1990. At the time of purchase, the site was vacant and the ICRA sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal. Specifically, the State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the "Act"), had previously directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

Project entitlements originally began on June 8, 2016, with the intent to allow the applicant, Athens Services, to purchase the site in order to develop and operate the MRF/TS and convenience store/fueling station. The development of the site would provide the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

On February 24, 2021 the Irwindale City Council conducted a duly noticed public hearing for the Material Recovery Facility and Transfer Station and adopted the following resolutions: Resolution No. 2021-06-3268 approving a Franchise & Facility Operations Agreement; Resolution No. CC2021-08-3270 & Resolution No. SA2021-13-3275 Certifying the Final Environmental Impact Report (SCH#2013051029) for the MRF/TS Project; Resolution No. CC2021-09-3271 & Resolution No. SA2021-14-3276 for the project Disposition and Development Agreement; Resolution No. 2021-10-3272 for

General Plan Amendment No. 02-2016; Resolution No. 2021-11-3273 for Conditional Use Permit No. 02-2016; Resolution No. 2021-12-3274 approving Site Plan & Design Review (DA) No. 06-2016

On March 10, 2021, the Irwindale City Council adopted Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016 to amend the Irwindale Municipal Code to allow a Materials Recovery Facility as a permitted use in the M-2 zone and related zoning requirements; and Ordinance No. 753 approving Development Agreement No. 02-2016 to allow the construction and operation of a Materials Recovery Facility and Transfer Station, Convenience Store, and Pubic Gas Station at the Site.

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Commercial. The property is zoned M-2 (Heavy Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Santa Fe Dam	A1 (Agricultural)
South	City of Baldwin Park	Industrial: fronting Arrow Highway; Residential: approx.. 500' south of the Industrial Uses
East	Santa Fe Dam & LADWP Power Lines	A1 (Agricultural)
West	Industrial/Distribution Facility	M2 (Heavy Manufacturing)

ENVIRONMENTAL REVIEW

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. It is proposed that the Planning Commission, on the basis of substantial evidence contained in the whole record, find and recommend that the City Council finds that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

A copy of the FEIR and related environmental documents are posted on the City's website at https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer.
and available at the Irwindale Public Library and Deputy City Clerk's Office.

SITE PLAN AND DESIGN REVIEW (DA)

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), “No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review.”

Project Description

The proposed project is for the construction of a ±5,520 square-foot Maintenance and Wash Bay Canopy, a part of the previously approved Material Recovery Facility and Transfer Station development at 2200 Arrow Highway. The proposed maintenance and wash bay canopy is a limited facility for preventative fleet maintenance and washing only. Preventative maintenance includes activities such as oil changes, tune-ups, compliance with state-mandated inspections, and tire inspection, repair, and replacement. These activities, while essential, are considered less in-depth than major vehicle maintenance and do not require loud or obtrusive types of equipment to perform. Signage, landscaping, onsite circulation, and parking are remaining the same as the previously approved Site Plan and Design Review (DA) 06-2016.

Operation

The equipment/machines to be used in the Project include a compressor for inflating tires and cleaning, shop tools, and a pressure washer. Chemicals that may be used or stored at the Project site include degreaser for vehicle equipment washing (e.g., Big Mule Sanitizer), glass cleaner for windshields, and maintenance fluids such as motor oil, used oil, hydraulic oil, gear oil, grease, antifreeze, and used antifreeze. The maintenance canopy is proposed to be only used for minor repair and maintenance; primary repair shop activities will take place at the City of Industry Athens facility. The maintenance and wash bay operations have been conditioned to be limited to occur only between the hours of 7am and 10pm to meet City of Irwindale’s noise regulations code section 9.28.

Building Design/Design Guidelines

The main Material Recovery Facility incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited to facade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the articulated arched façade elements with translucent panels are provided to break up the building massing. Additionally, the building elevations are scored vertically and horizontally to provide architectural interest. The buildings also feature raised decorative accent elements with metal crosspieces over the bay doors. The design complements many of the recently approved developments, which have been designed to closely adhere to the guidelines, while maintaining function and aesthetic uniqueness

The proposed structure of the Maintenance and Wash Bay canopy will have the same colors, materials, and façade elements as the main Material Recovery Facility which incorporates the desired designs of the Irwindale Commercial and Industrial Design Guidelines.

Building Height

The canopy structure is proposed to stand nineteen feet, three and three fourths (19'-3¾") inches tall from the finished surface. The main Material Recovery Facility has a height of fifty feet, six inches (50'-6").

Project Fencing and Screening

The applicant is proposing the operation of the maintenance bay to be screened by the eight-foot (8ft) perimeter wall that surrounds the entirety of the Material Recovery Facility and Transfer Station development. Per Irwindale Municipal Code Section 17.56.080(C)(18) minor repairs for fleet vehicles and machinery must be done within an enclosed building or shielded from the public right of way. The maintenance and repair use were originally entitled to occur within the enclosed main Material Recovery Facility building. The applicant now proposes to move all onsite maintenance to occur within the opened maintenance canopy. Exhibit C, Project Plans, includes a Line of Sight rendering that shows the line of sight from both the northern and southern side of Live Oak Ave. Along with the eight-foot perimeter wall, the applicant is proposing to screen the facility with existing and newly planted trees south of the perimeter wall facing Live Oak Ave.

ANALYSIS

Site Plan & Design Review Analysis

Pursuant to Irwindale Municipal Code section 17.70.050(A), upon approving a site plan and design review application, the Planning Commission and City Council shall make the following findings:

1. **The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city**

   The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan designation of Commercial/Industrial. The design of the structure matches the design of the main Material Recovery Facility which is designed to comply with the development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and the Commercial and Industrial Design Guidelines.

2. **The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement**

   The finding is no longer applicable as the Irwindale Community Redevelopment Agency no longer exists.

3. **The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:**

   a. **Facilities and improvements,**
   The Maintenance and Wash Bay canopy is setback 73'-10" from the Southern property line abutting Live Oak Avenue and 110'-11" from the western property line abutting the 14005 Live Oak Avenue property. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   b. **Pedestrian and vehicular ingress, egress, and internal circulation,**
   Ingress and egress to the site is for the project site will not be changed from the previously approved SP&DR(DA) No. 06-2016, which provides that which provides that ingress and egress to the site is provided via five (5) driveways: Driveways 1, 2, 4,
   and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks - only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off -site improvements resulting from the internal site changes. A right-hand turn lane and installation of an intersection stop light was included in the project. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

   c. **Setbacks,**
   The project complies with the minimum setback requirements for the M-2 zone.

   d. **Height of buildings,**
   The M-2 zone does not have a maximum height limit. The MRF development has a height of 50'-6" while the proposed canopy has a height of 19'-3¾".

   e. **Signs,**
   A sign program is required per SP&DR(DA) No. 06-2016 that eschews garishness and embraces a refined, integrated overall design. The sign program will be prepared to address all on-site wall, freestanding, and directional signage. Additionally, pursuant to Community Development Condition of Approval (B)(7) herein, the Applicant shall obtain approval and

permits from the Planning and Building Divisions for all Project signage prior to construction of any signs on the Project site.

f. Mechanical and utility service equipment,
All equipment for the maintenance and wash bay uses will be stored within the canopy structure.

g. Landscaping,
The project will not affect the majority of landscaping. Trees along the perimeter wall will help screen the canopy from the public right of way.

h. Grading,
The MRF development was designed to take advantage of the topography, thus reducing grading activities.

i. Lighting,
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create “dark pockets” that could support nefarious activities.

j. Parking,
Parking will not be affected by the proposed canopy.

k. Drainage,
A Water Quality Management Plan (WQMP) from SP&DR(DA) 06-2016 will address hydrology and draining for the MRF development, including the maintenance and wash bays.

l. Intensity of land use.
The project is located on the southern side of the Athens Services MRF development abutting Live Oak Ave. The MRF development is located in a 17.22-acre, triangular shaped parcel. The building footprint was originally entitled to cover 34% of the parcel per SP&DR(DA) No. 06-2016, currently the building footprint is proposed to cover 25.7% of the parcel.

4. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed canopy, like the main MRF development, incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, materials and colors.

CONCLUSION

It is recommended that the Planning Commission take the following action:

1. Adopt Resolution No. 840(24) recommending that the City Council approve Site Plan and Design Review (DA) No. 01-2024 subject to the proposed Conditions of Approval to permit the proposed improvements as presented herein; and

Alternative Actions:

2. Request that staff prepare a resolution of denial based on recommended Findings of Fact to be brought back at the next regularly scheduled Planning Commission meeting for adoption, OR
3. Request that the applicant revise the project and continue the hearing to a date certain.

ATTACHMENTS

Exhibit A: Resolution No. 840(24) for SP&DR(DA) No. 01-2024
Exhibit B: Project Plans

RESOLUTION NO. 840(24)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL APPROVE SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2024 FOR THE CONSTRUCTION A ± 5,520 SQUARE FOOT MAINTENANCE AND WASH BAY CANOPY FOR THE PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN: 8535-001-039) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO CEQA GUIDELINES SECTION 15162, AND MAKING CERTAIN FINDINGS OF FACT

A. RECITALS.

(i) Anthony Bertrand, PO Box 60009, City of Industry, CA 91716, on behalf of Arakelian Enterprises Inc. dba Athens Services, has made a request for a Site Plan and Design Review (DA) for the construction a ± 5,520 square foot maintenance and wash bay canopy.

(ii) The Subject Property is located at 2200 Arrow Highway (APN 8535-001-039). The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(iii) The Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. It is proposed that the Planning Commission, on the basis of substantial evidence contained in the whole record, find and recommend that the City Council finds that the FEIR serves as the environmental review for the project and no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(iii) On February 24, 2021, the Irwindale City Council conducted a duly noticed public hearing for the Material Recovery Facility and Transfer Station and adopted the following resolutions: Resolution No. 2021-12-3274 approving Site Plan & Design Review (DA) No. 06-2016; Ordinance No. 753 for Development Agreement No. 02-2016; Resolution No. CC2021-09-3271 & Resolution No. SA2021-14-3276 for the project Disposition and Development Agreement; Resolution No. 2021-10-3272 for General Plan Amendment No. 02-2016; Ordinance No.752 for Zone Ordinance Amendment No. 04-2016; Resolution No. 2021-11-3273 for Conditional Use Permit No. 02-2016; and Resolution No. 2021-06-3268 for the Franchise & Facility Operations Agreement.

(iv) On October 28, 2024, the Planning Commission of the City of Irwindale conducted a duly noticed public hearing and recommended that the City Council approve the Site Plan and Design Review (DA) No. 01-2024 Application.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and incorporated herein by this reference.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this Planning Commission hereby specifically finds as follows:

A. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan designation of Commercial/Industrial. The design of the structure matches the design of the main Material Recovery Facility which is designed to comply with the development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and the Commercial and Industrial Design Guidelines.

B. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists.

C. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

I. Facilities and improvements,
The Maintenance and Wash Bay canopy is setback 73'-10" from the Southern property line abutting Live Oak Avenue and 110'-11" from the western property line abutting the 14005 Live Oak Avenue property. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

II. Pedestrian and vehicular ingress, egress, and internal circulation,

Ingress and egress to the site is for the project site will not be changed from the previously approved SP&DR(DA) No. 06-2016, which provides that ingress and egress to the site is provided via five (5) driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks - only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off -site improvements resulting from the internal site changes. A right-hand turn lane and installation of an intersection stop light was included in the project. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

III. Setbacks,
The project complies with the minimum setback requirements for the M-2 zone.

IV. Height of buildings,
The M-2 zone does not have a maximum height limit. The MRF development has a height of 50'-6" while the proposed canopy has a height of 19'-3¾".

V. Signs,
A sign program is required per SP&DR(DA) No. 06-2016 that eschews garishness and embraces a refined, integrated overall design. The sign program will be prepared to address all on-site wall, freestanding, and directional signage. Additionally, pursuant to Community Development Condition of Approval (B)(7) herein, the Applicant shall obtain approval and permits from the Planning and Building Divisions for all Project signage prior to construction of any signs on the Project site.

VI. Mechanical and utility service equipment,
All equipment for the maintenance and wash bay uses will be stored within the canopy structure.

VII. Landscaping,
The project will not affect the majority of landscaping. Trees along the perimeter wall will help screen the canopy from the public right of way.

VIII. Grading,
The MRF development was designed to take advantage of the topography, thus reducing grading activities.

IX. Lighting,
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities.

X. Parking,
Parking will not be affected by the proposed canopy.

XI. Drainage,
A Water Quality Management Plan (WQMP) from SP&DR(DA) 06-2016 will address hydrology and draining for the MRF development, including the maintenance and wash bays.

XII. Intensity of land use.
The project is located on the southern side of the Athens Services MRF development abutting Live Oak Ave. The MRF development is located in a 17.22-acre, triangular shaped parcel. The building footprint was originally entitled to cover 34% of the parcel per SP&DR(DA) No. 06-2016, currently the building footprint is proposed to cover 25.7% of the parcel.

D. The proposed development is consistent with applicable city design guidelines and historic design themes and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed canopy, like the main MRF development, incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, materials and colors.

3. The Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. The Planning Commission hereby finds, on the basis of substantial evidence contained in the whole record, that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

4. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council approve the Application subject to the conditions set forth in Exhibit "B" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

5. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 28th day of October 2024.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at the meeting of the Planning Commission of the City of Irwindale held on the 28th day of October 2024, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, C. Miranda, J. Rodriguez

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: M. Frymark

ABSTAIN: COMMISSIONERS:

Marilyn Simpson

Marilyn Simpson, AICP, Secretary

PLANNING COMMISSION RESOLUTION NO. 840(24)

Site Plan and Design Review No. 01-2024
Maintenance and Wash Bay Canopy
2200 Arrow Highway
Irwindale, CA 91706

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA), allow for the construction of one (1) speculative, concrete tilt-up building substantially in conformance with the plans submitted to the City dated August 30, 2024.

2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. The Applicant shall agree and consent, in writing, to each and every condition set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).

4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 01-2024, including the environmental review and approvals therefore. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

9. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 (Heavy Manufacturing) zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated August 30, 2024) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the final approving body (City Council) pursuant to the amendment of the Site Plan and Design Review Permit.

2. *This project is an amendment to SP&DR (DA) No. 06-2016 and shall conform to all requirements of SP&DR (DA) No. 06-2016, as set forth in City Council Resolution 2021-12-3274, including the conditions of approval as set forth therein, except as modified herein.*

3. All conditions of approval and requirements set forth in Development Agreement No. 02-2016 and Conditional Use Permit No. 08-2016 shall be complied with.

4. ~~This project shall be subject to the City of Irwindale's Development Impact Fees (DIF) ordinance, as set forth in Irwindale Municipal Code Chapter 3.50.~~

5. ~~This project shall be subject to the City of Irwindale's Affordable Housing Non-Residential Development Linkage Fee program, as set forth in Irwindale Municipal Code Chapter 3.56~~ .

6. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.

7. The standard maintenance and wash bay operations shall occur between the hours of 7:00am -10:00pm. *Maintenance and Wash Bay activities between the hours of 10:00pm – 7:00am are permitted, except that no excessive noise producing equipment shall be used during these hours and no other activities that would violate the City's noise ordinance are permitted.*

8. A minimum of 10% the total lot area shall be landscaped.

9. All plant material, including trees, shall be maintained in good condition, and replaced in the event they die or become diseased, this includes the landscaping and trees proposed as screening from public view of the maintenance and wash bay canopy.

10. The Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.

11. Drive aisles shall remain open and unobstructed for vehicular circulation.

12. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

13. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.

14. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

[1] Photovoltaic equipment is exempt from this requirement.

15. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

16. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

17. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday through Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per Irwindale Municipal Code section 9.28.110(A) .

18. All construction related activity shall comply with the noise standards as set forth in Irwindale Municipal Code Section 9.28.030.

C. BUILDING & SAFETY

1. Applicant shall submit all construction documents for approval/permits to Building & Safety for review.

D. FIRE DEPARTMENT

1. The proposed project shall be subject to the conditions and requirements of the County of Los Angeles Fire Department.

E. PUBLIC SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.

3. Tenants must adhere to the SB 1383 regulations set forth by CalRecycle under California Code of Regulations Title 14, Division 7, Chapter 3 and

outlined in the Irwindale Municipal Code Section 08.22 Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste, which includes the diversion of edible food to food recovery organizations and services.

4. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter within the public right-of-way as directed by the Director of Engineering and the Public Services Director.

5. The owner and/or applicant is responsible for obtaining encroachment permit(s) from the City or any responsible agencies prior to commencing any type of work in the public right-of-way.

~~6. Any work within easements on the project site shall require proper approval and permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).~~

7. Vehicles shall not block the sidewalk or be parked on the public right-of-way or property frontage.

8. The tenant and owner of the property are responsible for the removal of any accidental or illegal dumping of debris on private property. It is not the responsibility of the City of Irwindale to remove any accidental or illegal dumping of items from private property.

9. All pedestrian and approach ramps in the public right-of-way shall meet ADA requirements. Pedestrian ramps shall have brick red truncated domes in the public right-of-way.

10. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

11. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain at its sole expense all landscaping in the public right-of-way, including the parkway between the curb and sidewalk.

LEGEND

- OFFICE (2-STORY)
- MRF / TRANSFER STATION / SELF HAUL / C & D AREA:
- SCALE HOUSE
- MAINTENANCE / WASH BAY
- BALE STORAGE
- RESTROOM BUILDING
- CONVENIENCE STORE
- DECORATIVE CONCRETE PAVEMENT
- PAVING
- ASPHALT PAVING
- EXISTING EASEMENT
- LANDSCAPING
- PROPERTY LINE

PROJECT TEAM

ARCHITECT
J. R. MILLER & ASSOCIATES
2700 SATURN STREET
BREA, CA 92821

CONTACT: RICHARD JIMENEZ
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PROPOSED OPERATOR
ARAKELIAN ENTERPRISES, INC.,
DBA ATHENS SERVICES
14048 VALLEY BLVD.
CITY OF INDUSTRY, CA 91716

CONTACT : ANTHONY BERTRAND
PH: 626-723-3740
EMAIL: ABertrand@athensservices.com

PROJECT DESCRIPTION

MAINTENANCE / WASH BAY CANOPY

SITE ADDRESS

2200 ARROW HWY.
IRWINDALE, CA 91706

BUILDING SUMMARY

MAINTENANCE / WASH BAY:	5,520 S.F.
OFFICE (2-STORY)(*UNDER SEPARATE PERMIT*):	11,244 S.F.
MRF / TRANSFER STATION / SELF HAUL / C & D AREA (*UNDER SEPARATE PERMIT*):	155,540 S.F.
BALE STORAGE (*UNDER SEPARATE PERMIT*):	22,272 S.F.
SCALE HOUSE (3-TOTAL)(*UNDER SEPARATE PERMIT*):	531 S.F.
UTILITY / RESTROOM BUILDING(*UNDER SEPARATE PERMIT*):	375 S.F.
CONVENIENCE STORE (*UNDER SEPARATE PERMIT*):	2,587 S.F.
SUBTOTAL:	198,069 S.F.

NET LAND AREA:

SITE:	(13.65 ACRES) 594,607 S.F.
T/L EASEMENT (SHOWN HATCHED):	(3.57 ACRES) 155,419 S.F.
TOTAL SITE:	(17.22 ACRES) ±750,026 S.F.

SITE SUMMARY

BUILDING FOOTPRINT:	192,831 S.F.	25.7%
LANDSCAPE:	74,770 S.F.	10.0%
SIDEWALK/ OTHER PAVED AREAS:	55,950 S.F.	7.5%
PARKING/DRIVE:	426,475 S.F.	56.8%
TOTAL:	750,026 S.F.	100.0%

BUILDING RATIO

MAINTENANCE / WASH BAY:
5,520 S.F. / 750,026 S.F. = 0.007 (0.7%)

PARKING ANALYSIS

PARKING PROVIDED

PARKING SPACES

STANDARD PARKING SPACES:	106
ADA PARKING SPACES:	9
EV SPACES:	29
EVCS SPACES:	7
SUBTOTAL:	151

FLEET SPACES

OVERFLOW SPACES:	45 [1]
TOTAL SPACES:	196

[1] DRIVERS WILL PARK THEIR PERSONAL VEHICLES WITHIN THE OVERFLOW SPACE DESIGNATION FOR SHIFT.

OTHER

SHORT TERM BICYCLE RACKS:	10
LONG TERM BICYCLE RACKS:	10

KEYNOTES

PROPOSED

1. VCWD EASEMENT
2. LINE OF TUNNEL BELOW
3. RAMP TO LOADOUT TUNNEL
4. OUTLINE OF ROOF ABOVE
5. PAINTED TRAFFIC STRIPING
6. WIDE LANE BARRIER GATE OPERATOR
7. TRANSFORMER WITH CONCRETE PAD
8. STEEL PUSHWALL
9. 9'X18' ACCESSIBLE PARKING STALL
10. SLIDING GATES
11. LOADOUT PORT, TYP.
12. CONCRETE RETAINING WALL
13. EMERGENCY VEHICLE ACCESS ONLY SIGNAGE
14. FLAG POLE
15. 8' HIGH C.M.U. WALL
16. SWING GATES
17. 70' X 10' SCALE
18. RAMP FROM LOADOUT TUNNEL
19. WROUGHT IRON FENCE
20. FIRE DEPARTMENT ACCESS ONLY
21. TARPING AREA
22. EASEMENT ACCESS GATES
23. VEHICLE BRIDGE
24. NOT A PART OF PROJECT SITE
25. ACCESSIBLE RAMP
26. LOADING DOCK
27. SCE PME SWITCH / CAPACITOR
28. REMOVABLE BOLLARD
29. CONCRETE SCREEN WALL
30. STRIPPED WALKING PATH

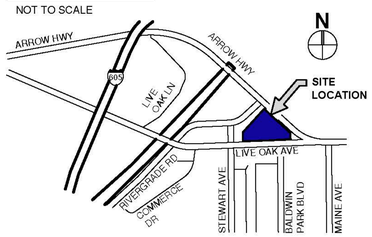
EXISTING

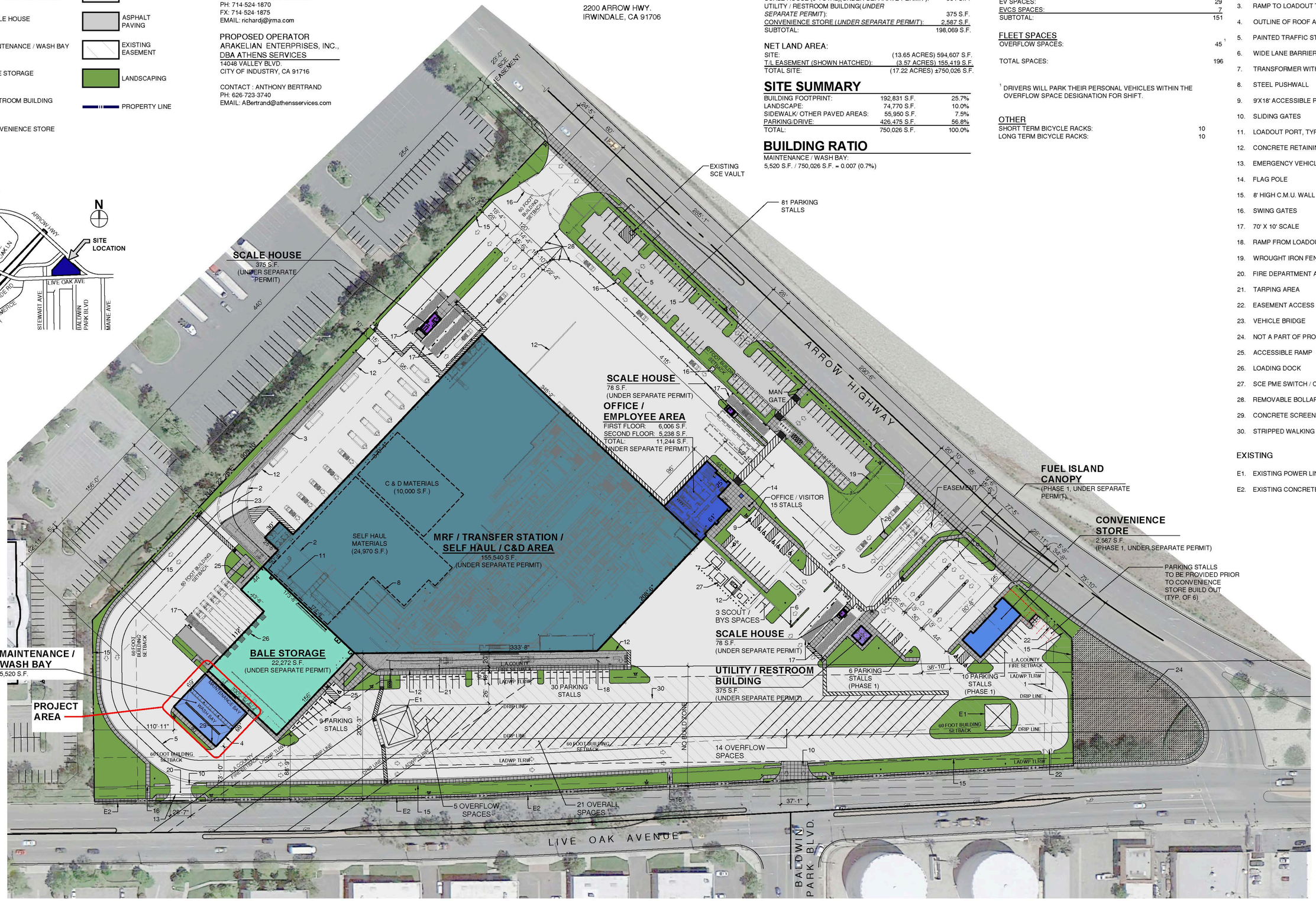
E1. EXISTING POWER LINE TOWER

E2. EXISTING CONCRETE PUBLIC SIDEWALK

VICINITY MAP

NOT TO SCALE





SCALE: 1"=50'-0"
0' 25' 50' 100' 200'

TRUE NORTH
REFERENCE NORTH

SITE PLAN

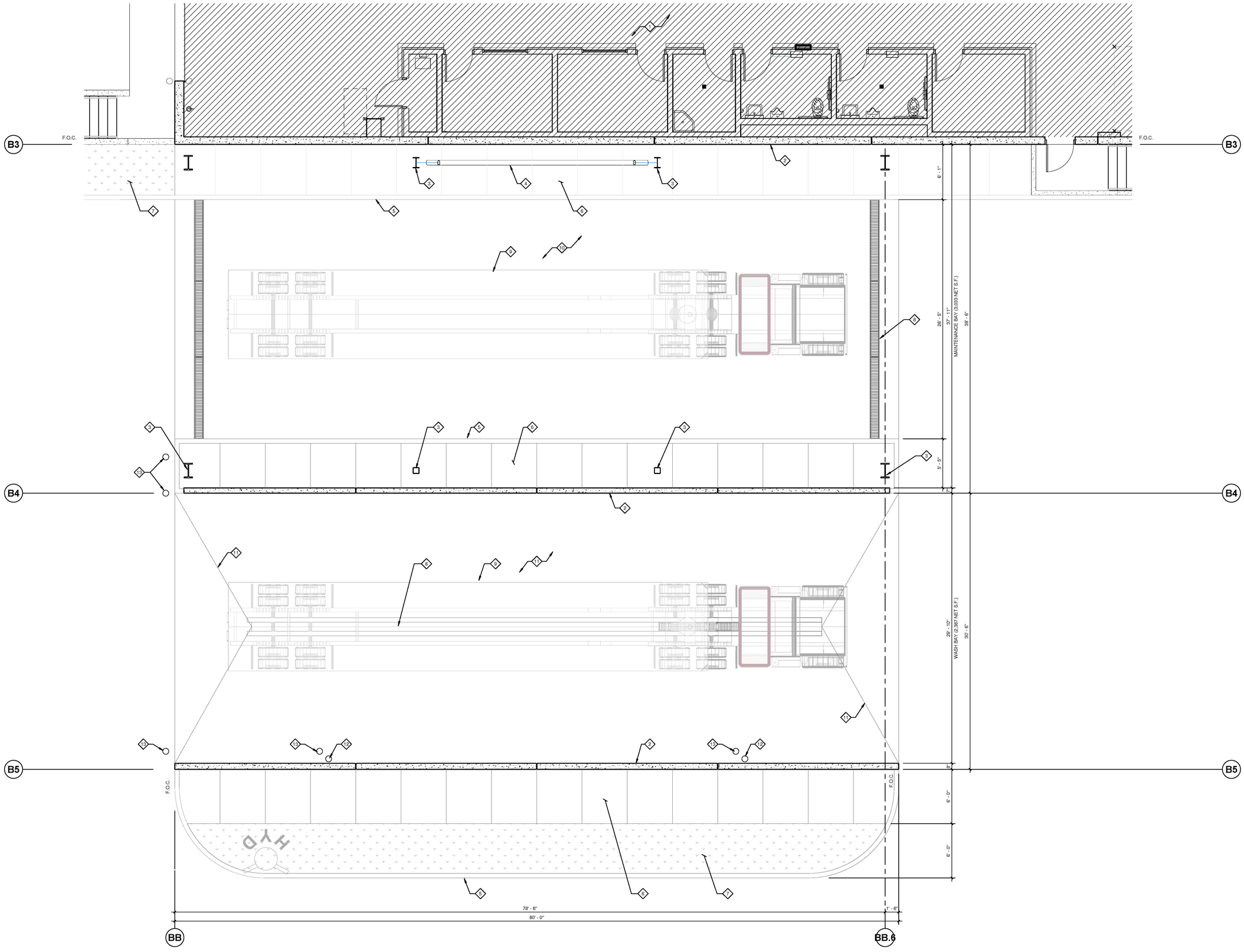
Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

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A1.1

JRMA ARCHITECTS ENGINEERS



KEYNOTES

1. HATCHED AREA - BALE STORAGE BUILDING (UNDER SEPARATE PERMIT)
2. CONCRETE TILT-UP PANEL
3. STRUCTURAL STEEL COLUMN
4. STRUCTURAL STEEL BRACE FRAME
5. CONCRETE CURB
6. CONCRETE SIDEWALK
7. LANDSCAPED AREA
8. TRENCH DRAIN WITH STEEL GRATES
9. ATHENS TRANSFER TRUCK
10. THICKENED CONCRETE SLAB ON GRADE
11. THICKKENED CONCRETE SLAB ON GRADE, SLOPED TO TRENCH DRAINS
12. INTERIOR ROOF DRAIN DAYLIGHT 6" ABOVE FINISH GRADE
13. CONCRETE FILLED BOLLARD, PAINTED SAFETY YELLOW

LEGEND

◇ KEYNOTE CALLOUT

JRMA ARCHITECTS ENGINEERS

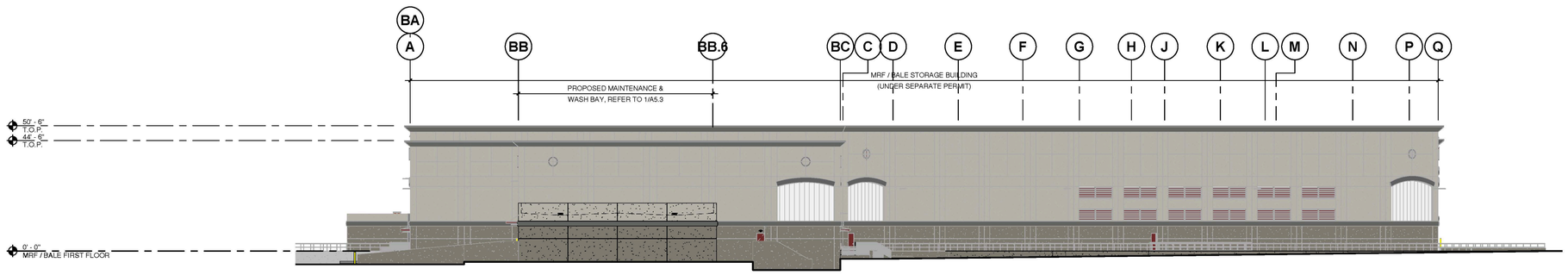
ENLARGED FLOOR PLAN

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

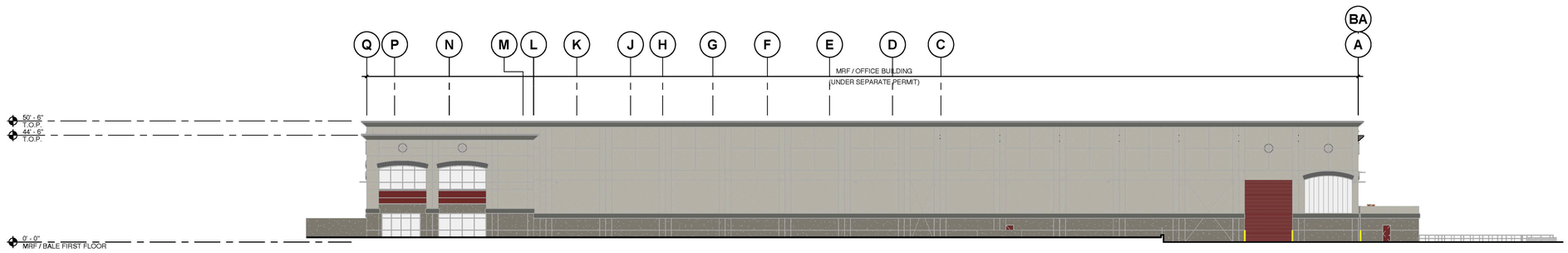
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A2.1



1 OVERALL WEST ELEVATION

3/64" = 1'-0"



2 OVERALL EAST ELEVATION

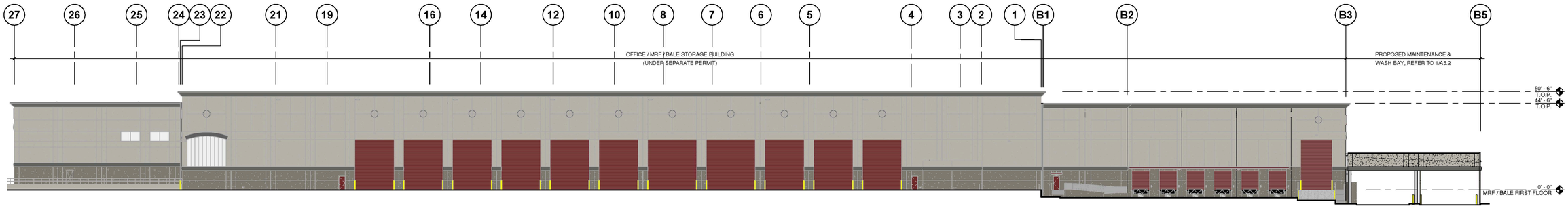
3/64" = 1'-0"

FINISH KEYNOTES

- A — MAIN BUILDING COLOR: DUNN EDWARDS
  COLOR: DET625 RECLAIMED WOOD.
- B — BUILDING BASE COLOR: DUNN EDWARDS
  COLOR: DET626 METAL FRINGE
- C — BUILDING TRIM: DUNN EDWARDS
  COLOR: DET629 FADE TO BLACK
- D — BUILDING BASE COLOR: DUNN EDWARDS
  COLOR: DET424 BARN RED

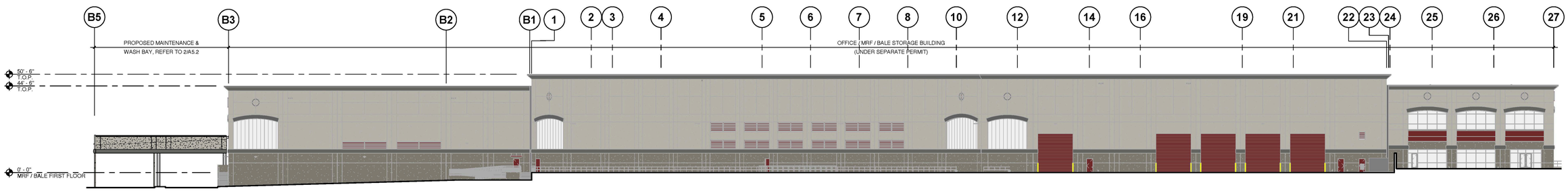
LEGEND

◇0 — KEYNOTE CALLOUT



3 OVERALL NORTH ELEVATION

3/64" = 1'-0"



4 OVERALL SOUTH ELEVATION

3/64" = 1'-0"

JRMA
ARCHITECTS ENGINEERS

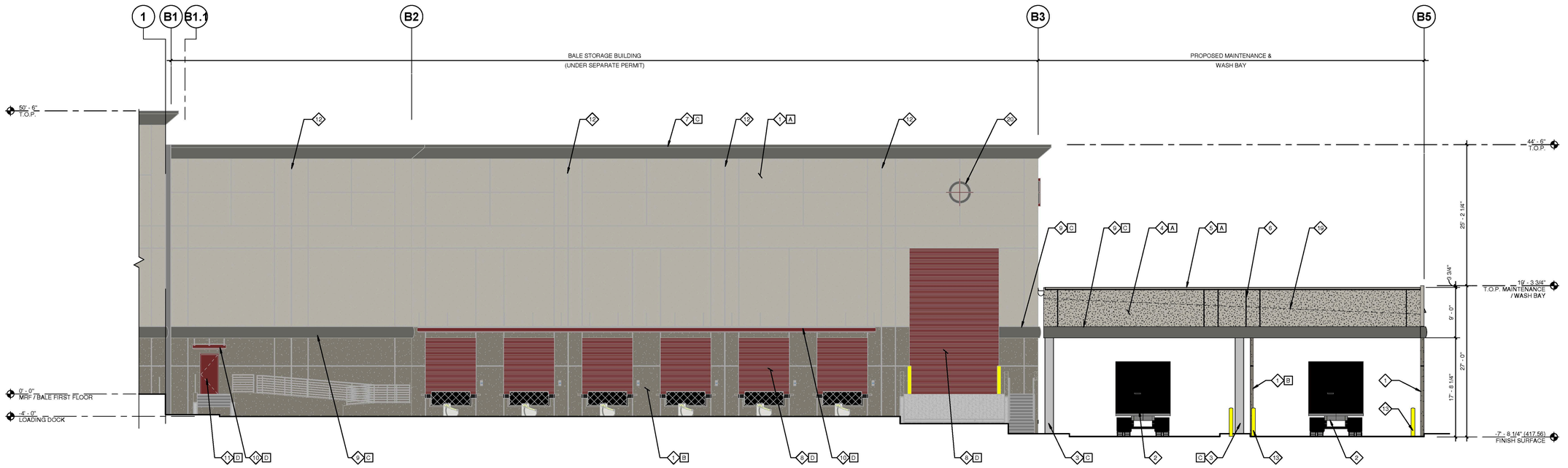
OVERALL EXTERIOR ELEVATIONS

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

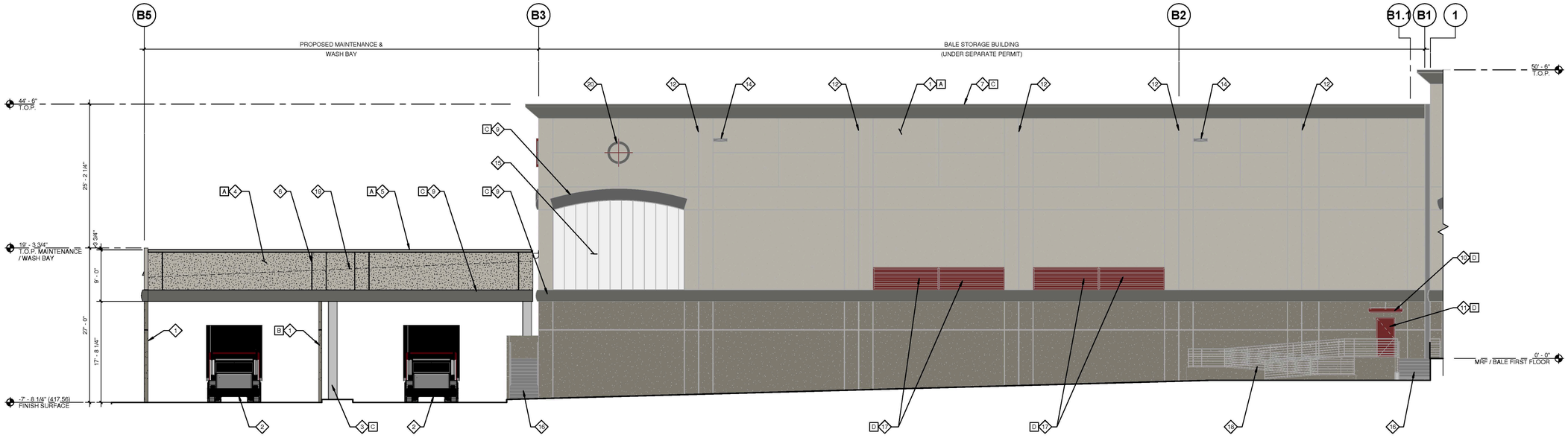
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A5.1



1 ENLARGED NORTH ELEVATION

1/8" = 1'-0"



2 ENLARGED SOUTH ELEVATION

1/8" = 1'-0"

KEYNOTES

1. CONCRETE TILT-UP PANEL
2. ATHENS TRANSFER TRUCK
3. STRUCTURAL STEEL COLUMN
4. SMOOTH PLASTER FINISH TO MATCH CONCRETE TILT-UP PANEL
5. GALVANIZED PRE-FINISHED COPING TOP
6. PLASTER CONTROL JOINT
7. CORNICE
8. OVERHEAD COILING DOOR
9. DECORATIVE EPS ACCENT TRIM
10. PRE-MANUFACTURED METAL AWNING
11. HOLLOW METAL DOOR AND FRAME
12. CONC TILT-UP PANEL JOINT
13. CONCRETE FILLED BOLLARD, PAINTED SAFETY YELLOW
14. ROOF OVERFLOW SCUPPER
15. STRUCTURED POLYCARBONATE PANEL ASSEMBLY
16. CONCRETE STAIR AND WALL
17. FIXED LOUVER
18. CONCRETE RAMP, WALL AND RAILING
19. ROOF LINE BEYOND
20. DECORATIVE ACCENT

FINISH KEYNOTES

- A — MAIN BUILDING COLOR: DUNN EDWARDS COLOR: DET625 RECLAIMED WOOD.
- B — BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET626 METAL FRINGE
- C — BUILDING TRIM: DUNN EDWARDS COLOR: DET629 FADE TO BLACK
- D — BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET424 BARN RED

LEGEND

- 0 — KEYNOTE CALLOUT

JRMA ARCHITECTS ENGINEERS

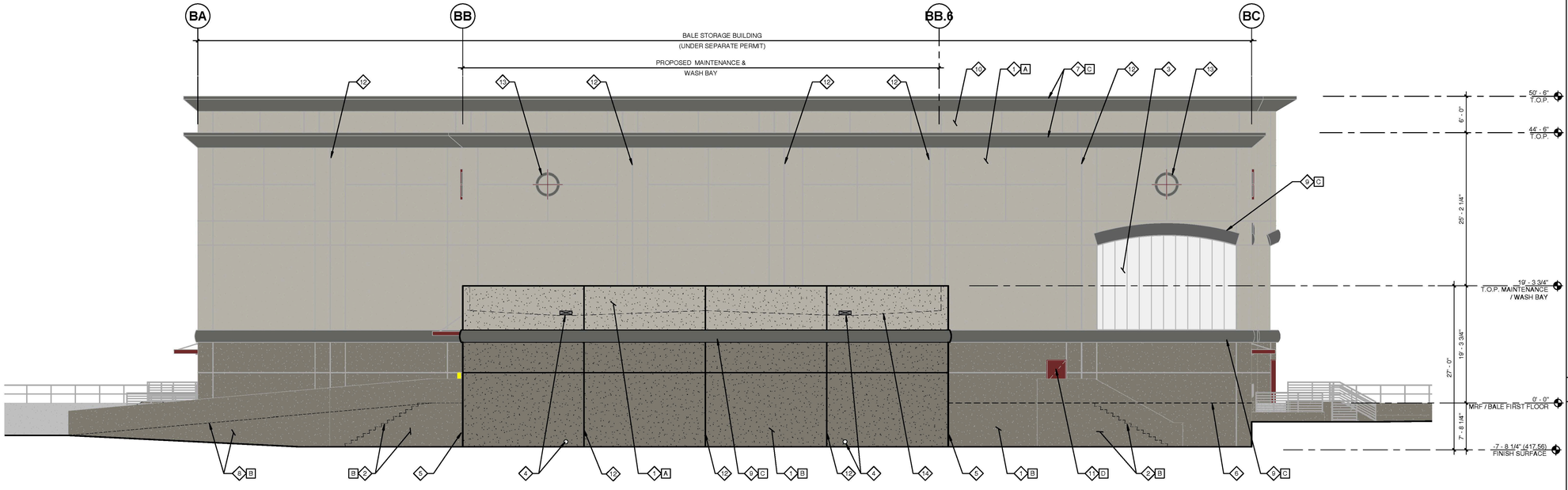
ENLARGED EXTERIOR ELEVATIONS

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Maintenance / Wash Bay
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Job No. 3955
08.29.2024

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A5.2



1 ENLARGED WEST ELEVATION

1/8" = 1'-0"

KEYNOTES

1. CONCRETE TILT-UP PANEL
2. CONCRETE STAIR AND WALL BEYOND
3. STRUCTURED POLYCARBONATE PANEL ASSEMBLY
4. INTERIOR ROOF DRAIN DAYLIGHT 6" ABOVE FINISH GRADE & ROOF OVERFLOW SCUPPER
5. EXTENTS OF MAINTENANCE / WASH BAY
6. LINE OF FINISH FLOOR BEYOND
7. CORNICE
8. CONCRETE RAMP AND WALL BEYOND
9. DECORATIVE EPS ACCENT TRIM
10. MRF BUILDING BEYOND
11. HOLLOW METAL DOOR AND FRAME
12. CONC TILT-UP PANEL JOINT
13. DECORATIVE ACCENT
14. ROOF LINE BEYOND

FINISH KEYNOTES

- A — MAIN BUILDING COLOR: DUNN EDWARDS COLOR: DET625 RECLAIMED WOOD.
- B — BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET626 METAL FRINGE
- C — BUILDING TRIM: DUNN EDWARDS COLOR: DET629 FADE TO BLACK
- D — BUILDING BASE COLOR: DUNN EDWARDS COLOR: DET424 BARN RED

LEGEND

◇ KEYNOTE CALLOUT

JRMA ARCHITECTS ENGINEERS

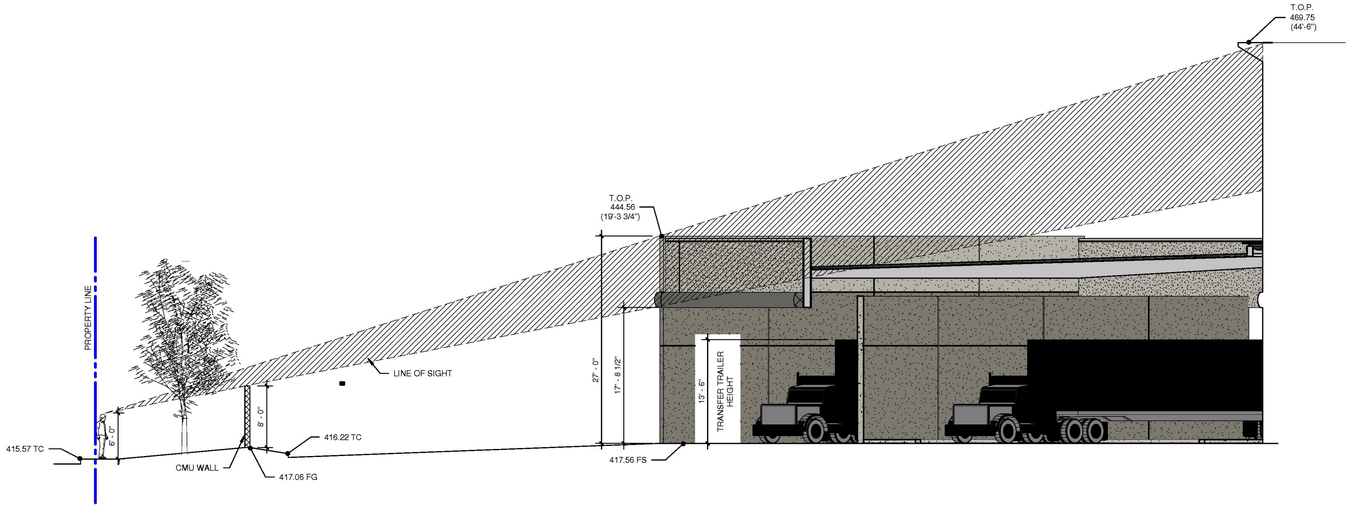
ENLARGED EXTERIOR ELEVATIONS

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

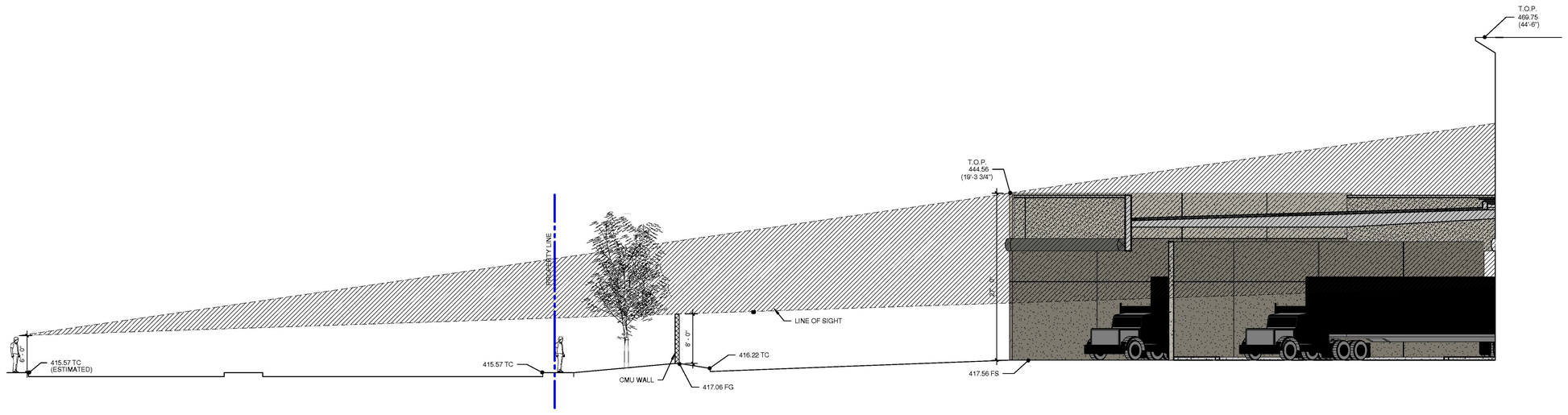
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A5.3



1 NORTH SIDE OF LIVE OAK AVENUE

1/8" = 1'-0"



2 SOUTH SIDE OF LIVE OAK AVENUE

1/8" = 1'-0"

JRMA ARCHITECTS ENGINEERS

LINE OF SIGHT

Athens Irwindale
Maintenance / Wash Bay
2200 Arrow Hwy. Irwindale, CA

Job No. 3955
08.29.2024

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A5.4

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 9, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:23 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Breceda, seconded by Councilmember Garcia, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Ortiz abstaining on Item No. 27A

ITEM NO. 27A
MINUTES OF THE REGULAR MEETINGS HELD MARCH 13, 2024, AND SEPTEMBER 25, 2024

MINUTES OF THE REGULAR MEETINGS HELD MARCH 13, 2024, AND SEPTEMBER 25, 2024

The minutes were approved as presented; Councilmember Ortiz abstaining.

ITEM NO. 27B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:24 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 11/5/2024 12:16 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103120	ROSENO	RSG Inc.	10/21/2024	2,062.50
			Report Total (1 checks):	2,062.50

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 9, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:24 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Board Member Breceda, seconded by Vice Chair Burrola, to approve the Consent Calendar. The motion was unanimously approved, Board Member Ortiz abstaining on Item No. 33A.

ITEM NO. 33A
MINUTES OF THE REGULAR MEETINGS HELD MARCH 13, 2024, AND SEPTEMBER 25, 2024

MINUTES OF THE REGULAR MEETINGS HELD MARCH 13, 2024 AND SEPTEMBER 25, 2024

The minutes of the regular meetings held March 13, 2024, and September 25, 2024, were approved as presented; Board Member Ortiz abstaining.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

NEW BUSINESS

ITEM NO. 35A
GLOBAL SUBORDINATION POLICY

GLOBAL SUBORDINATION POLICY

This item was pulled from the agenda.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:25 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2024

To: Honorable Chair and Members of the Housing Authority

From: Julian A. Miranda, Executive Director

Issue: Adopt a 45 Year Affordability Covenant Loss Mitigation Formula

Executive Director's Recommendation:

That the Authority Board provide staff direction regarding the adoption of a 45 Year Affordability Covenant Loss Mitigation Formula allowing former participants of the Property Rehabilitation Loan Program to sell their Affordable Units at a Market Rate Price.

Administrative Action:

Submitted by:

Julian A. Miranda, Executive Director

Prepared by:

Fernando Lopez, Housing Coordinator

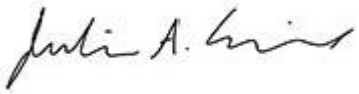
Reviewed by:

Adrian R. Guerra, General Counsel

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

On April 24, 2024, Staff presented information to the Housing Authority Board regarding a potential amendment to the Affordable Housing Agreement utilized for the Substantial Rehabilitation Program.

Staff presented the requirements under the current Affordable Housing Agreement and its compliance with state law Health & Safety Code §33334.3(f)(1).

Staff also informed the Board that Affordable Housing Unit owners that had participated in the former Property Rehabilitation Program had relayed their intentions on selling their Affordable Units at a Market Rate Price.

In addition, staff contacted the California Department of Housing and Community Development (HCD) to obtain a courtesy opinion on the concept of creating a Covenant Loss Mitigation Formula. Staff shared the results of that conversation and was then tasked with returning with potential repayment formulas.

Three formulas were initially provided for review to the Board and one (1) was unanimously selected by the Board to be submitted for review and support by HCD.

At the recommendation of HCD staff, The City of Irwindale opened a case with the California Department of Housing and Community Development (HCD) to obtain a “Letter of Support” for Irwindale’s proposed 45 Yr Affordability Covenant Loss Mitigation Formula.

The proposed 45 Yr Affordability Covenant Loss Mitigation Formula has the following requirements:

- Full repayment of the Property Rehabilitation Loan.
- 3 % interest per annum for the life of the Property Rehabilitation Loan.
- Early Termination Charge (10 % of the Property Rehabilitation Loan provided)

On October 17, 2024, Housing staff met with Brandon Yung, Housing Policy Analyst, Division of Housing Policy Development, Housing Accountability Unit. regarding the request for a “Letter of Support” for Irwindale’s 45 Yr Affordability Covenant Loss Mitigation Formula.

HCD stated the following**:**

- The information provided to HCD regarding the 45yr Affordable Housing Covenant Loss Mitigation Formula was reviewed by HCD’s Accountability & Enforcement Unit.

- HCD applauds the City of Irwindale for contacting HCD to ensure a compliant Affordable Housing program.
- The City's 45 year Affordable Housing Covenant Loss Mitigation formula is acknowledged by HCD as a disincentive to noncompliance with the existing covenants in place and a source of funding for future Affordable Housing activities.
- HCD provides Letters of Support exclusively for large scale Affordable Housing Projects.

Although HCD could not provide the City of Irwindale a "Letter of Support" since they are issued exclusively for large scale Affordable Housing Projects. They stated preserving Affordable Housing and building equity is left up to the local agency to decide and at no point during our discussion did HCD discourage Irwindale from utilizing our loss mitigation repayment formula.

Fiscal Impact:

Proceeds received from the implementation of the 45yr Affordable Housing Covenant Loss Mitigation formula will be utilized to fund future Affordable Housing activities.

Attachments:

1. 45 Yr Loss Mitigation Formula Attachment 11-13-24
2. Guidelines Substantial Rehab 11-13-24
3. Equity Sharing Policy 11-13-24

45yr Affordable Housing Covenant Loss Mitigation Formula

Original Loan Amount:	$100,000	
Loan Type: **Moderate Income**	Substantial Rehabilitation	
Recording Date of Loan Documents:	2007	
LOAN BALANCE, 3% INTEREST, EARLY TERMINATION CHARGE – Option 2		
OWED TO HOUSING AUTHORITY		
Original Loan:	$	100,000
Interest at 3% for life of loan(17yrs):	$	51,000
Authority's Share of Appreciation:	$	N/A
Early Termination Charge (10% of Loan):	$	10,000
TOTAL OWED TO HOUSING AUTHORITY	**$**	**161,000**

PROCEEDS TO SELLER		
Current Sales Price:	$	600,000
Less Owed to Housing Authority:	$	161,000
Less Escrow & Title:	$	10,000
Less Commissions:	$	30,000
Total Proceeds	**$**	**399,000**

CITY OF IRWINDALE
LOW & MODERATE HOME IMPROVEMENT PROGRAM

Adopted September 20, 2001
Revised September 26, 2002 (pursuant to AB 637)

IRWINDALE LOW & MODERATE INCOME HOME IMPROVEMENT PROGRAM GUIDELINES

INTRODUCTION

This (Amended) Home Improvement Program was developed by staff and consultant of the Irwindale Community Redevelopment Agency ("Agency") and approved on September 26, 2002 to meet the goal of providing decent, safe and sanitary housing for very low, low and moderate income families and persons within the City of Irwindale. Funding sources for all programs shall be from the Agency's Low and Moderate Income Housing Fund ("Housing Fund"). Monies in the Housing Fund are derived from the allocation of 20% of the Agency's tax increment revenues pursuant to California Health and Safety Code - Community Redevelopment Law ("CRL").

Pursuant to Assembly Bill 637 ("AB 637") which went into effect on January 1, 2002, significant changes were made to California Redevelopment Law with respect to affordable housing requirements and those programs funded by a redevelopment agency's Housing Fund, necessitating revisions to the home improvement programs which the Agency approved in 2001.

The major program revision necessitated by this legislation is the extension of the term of affordability covenants from 10 to 45 years for owner-occupied units and from 15 to 55 years for rental units. These requirements apply to all new and "substantially rehabilitated" units assisted by the Housing Fund. The definition of "substantial rehabilitation" was not changed by AB 637 (CRL Section 33413 - "rehabilitation, the value of which constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of the land value.")

This requirement necessitated that the Agency clarify the amount of loan that could be provided by the Deferred Housing Improvement Loan and the Substantial Rehabilitation Loan, and by splitting the Below Market Rate Loans for Tenant Occupied Units into two programs; one that would cover minor rehabilitation and the other for substantially rehabilitated multi-family properties.

The other requirement of AB 637 is that owner-occupied housing units assisted by Housing Funds may be sold for a market price to non-income qualified purchasers if the Agency has adopted a program which "protects" the Agency's investment of Housing Fund monies. **While AB 637 does not mandate any particular method for protecting the Agency investment nor does it require the recovery of any particular percentage of its investment; it states that a program may include, but is not limited to, an equity sharing program which establishes a schedule of equity sharing that permits retention by the property owner (seller) of a portion of the excess proceeds based on the length of occupancy after receiving Agency assistance.**

The recommended revisions to the loan programs may be found in bold type in the following descriptions.

PROGRAM DESCRIPTIONS

Housing Grants for Very Low Income ("Grants") (No changes required)

***Budget*:** Annual allocation to be determined pursuant to the Agency's budget process and in conformance with the Agency Five –Year Implementation Plan.

Goal: To provide very low-income residents with sufficient funds to address health and safety deficiencies, exterior deterioration of their properties, and if funds are available, to fund other needed improvements to improve the quality of their lives.

Grant Maximum: Housing Grants shall be provided in amounts of up to $25,000 for very low-income (up to 50% of median income) persons or households on a citywide basis. Housing Grants are funded to first address health and safety issues and exterior deterioration, and secondly, other improvements that would improve the general character and living environment of the housing unit.

Interest Rate: No interest rate is charged on the Housing Grants.

Eligibility: Homeowner of a single–family home with an annual income determined to fall within the "Very Low Income" category (see Appendix 1 for definitions of income category, what constitutes income and the current [2002] median income levels for Los Angeles County). The home to be improved must be the primary residence of the person or persons applying for Grant. For the purposes of this program, "Homeowner shall mean that person, or persons jointly, who has/have legal title to an eligible dwelling. 'Homeowner' shall also mean and include a person, or persons jointly, who is/are the trustor(s) and beneficiary(ies) during his/her/their life or lives of the trust estate under a 'Family' or 'Living' Trust."

Grant Terms: Grants may not be combined with any other type of program assistance. Applicants may only receive one grant during a 10-year period. The recipient must hold the property for at least a 12-month term or the Grant must be repaid in full. The property owner must enter into an affordability covenant, in the form of a trust deed for a 10-year period. The Grant obligation would be forgiven in equal amounts (1/10 of grant amount) over a 10-year period. If the property is sold during the 10-year period to another qualified recipient (very low income family or person) the covenant can be transferred to the new owner. If the property is sold before the end of the 10-year period to a non-qualified purchaser or is no longer in compliance (i.e. not occupied by Grant Recipient) or the new owner did not want to assume the covenant (trust deed), the remaining grant obligation would become due and payable to the Agency with such proceeds returning to the Housing Fund. A non-qualified purchaser is a person or family whose annual income exceeds the "Very Low Income" definition as defined by State Law (see Appendix 1).

Security: Grant Covenants will be in a subordinate position only to the existing trust deeds. The Grant will be secured by trust deed and shall not be subordinated to any loan due to refinancing. The Agency may consider subordinating its position under the following conditions:

- A Fair Market appraisal of the property is obtained by the lender, the cost of which will be paid by the Homeowner.

- A copy of the appraisal is submitted to the Agency for its review.

- All debt on the property does not exceed 80% of the property value.

The Homeowner 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 Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

Title: A Homeowner who is a trustor/beneficiary under a Family or Living Trust shall submit to the Agency's Executive Director, on each subsequent anniversary date of the Grant provided hereunder, a declaration executed under penalty of perjury under the laws of the State of California attesting to the fact that the Trust has not been modified and that the trustor/beneficiary is still the beneficiary under the trust. Failure to submit such a declaration annually shall be deemed a default under these Guidelines.

Cost of Grant: Homeowner costs associated with processing the Grant (title policy, escrow, notary, recording documents, appraisals, loan processing fee, and credit reports) will be paid for from Grant proceeds. **If a Grant is cancelled during the application process, any funds expended by the Agency in conjunction with the Grant application (i.e. appraisal cost) are to be reimbursed by the property owner; if the Agency has not expended such funds but costs have been incurred, payment is the responsibility of the property owner and the cost shall be deducted from the property owner's deposit.**

Permitted uses for Grant Funds: The Grant proceeds may be used for rehabilitation activities in the following order of priority.

- *First - To Correct All Code Violations* - Electrical, plumbing, heating and air conditioning, and structural building deficiencies that are in violation of current building codes. Correction of any safety problems not covered by codes, such as broken windows, lack of window screens, doors and the provision of facilities for handicapped access.

- *Second - To Refurbish Exterior Items* - New roofs, rain gutters, conversion of carports to garages, garage and entry door replacement, fencing replacement, and driveway/walkway repairs.

- *Third - Exterior Cosmetic Improvements* - Repainting, replacing dried or broken landscape materials and/or inoperable irrigation systems, and replacing broken or damaged awning improvements.

- *Fourth - Security Improvements* - Upgrade door and window locks, installing security lighting and doors and security-related fencing.

- *Fifth - Energy Efficiency Improvements* - Heating and cooling system replacement/upgrades, install insulation, ceiling fans, weather stripping, water heater replacement, and low flow plumbing fixtures.

- *Sixth - Interior Improvements (necessary to improve general living conditions)* - Interior paint, wall coverings, new flooring, repair of existing hardwood flooring, needed kitchen appliances (built in only), replacement of deteriorated kitchen or bathroom cabinets, replacement of counter tops with mid grade tile or Formica, replacement of inoperative lighting fixtures etc. Such items would be allowed only at mid grade quality.

- *Improvements that are not to be funded by Grant* - Indoor and outdoor fireplaces, pools, Jacuzzis, hardwood flooring, expensive counter tops, washers, dryers, barbecue pits, flower boxes, greenhouses, family rooms, new patios or deck construction, decorator planters, custom concrete work on driveways and walkways, detached workshops and/or other non-permanent structures and improvements considered to be a luxury as determined by the Executive Director.

- *Work Conducted Under Program* – All work conducted under the Grant must be performed with approved building permits and by state licensed contractors. Building permit fees shall not be waived by the City.

Emergency Work: The Executive Director may authorize up to $2,500 for emergency repairs while a grant application is being processed. In the event an emergency grant is approved, the Executive Director will report such grant to the Agency Board within 10 days thereafter.

Deferred Housing Improvement Loans- ("Deferred Improvement Loans") (Change to loan amount)

***Budget*:** Annual allocation to be determined pursuant to the Agency's budget process and in conformance with the Agency Five –Year Implementation Plan.

Goal: To provide very low, low and moderate-income residents with sufficient funds to address health and safety deficiencies, exterior deterioration of their properties, and if funds are available, fund other needed improvements to improve the quality of their lives through a deferred two percent (2%) interest loan mechanism.

Deferred Loan Maximum: Deferred Loan amounts are provided in **a maximum amount that is less than 25% of the property's after rehabilitation value not to exceed $50,000** for very low, low and moderate-income (up to 120% of median income) persons or households on a citywide basis. Deferred Loans are funded to first address health and safety issues and exterior deterioration, and secondly, other improvements that would improve the general character and living environment of the housing unit, including providing room additions to alleviate overcrowding. The 2% simple interest is accrued and if the home is held for the 10-year covenant period both principal and interest are forgiven in full.

Interest Rate: The loan has a 2% interest rate.

Eligibility: Homeowner of a single –family home with an annual income that does not exceed Moderate Income (120% of area median income adjusted for family size [see Appendix 1 for definitions of income category and what constitutes income]). The home to be improved must be the primary residence of the person or persons applying for the Deferred Improvement Loan. For the purposes of this program, Homeowner shall mean that person, or persons jointly, who has/have legal title to an eligible dwelling. Homeowner shall also mean and include a person, or persons jointly, who is/are the trustor(s) and beneficiary(ies) during his/her/their life or lives of the trust estate under a Family or Living Trust.

Deferred Loan Terms:

- The Deferred Loan shall accrue interest at two percent (2%) per annum on the unpaid or remaining Loan.

- The Deferred Loan may not be combined with any other type of program assistance. Applicants may only receive one Deferred Loan during a 10-year period. The recipient must hold the property for a 12-month term or the Deferred Loan must be repaid in full with interest.

- The Homeowner must enter into an affordability covenant, in the form of a trust deed/promissory note to secure the 10-year obligation. The Loan obligation, including accrued interest, would be forgiven equally over a 10-year period. **Affordability covenants are recorded against the property and apply to all subsequent purchasers.**

- If the property is sold before the end of the 10 year period to a non-qualified purchaser, **or the owner fails to occupy the property as their principal residence,** the Homeowner shall repay to the Housing Fund the remaining Loan obligation, including principal and interest.

Security: Total of Homeowners existing trust deed(s) and new Deferred Loan may not exceed 95% of the value of the property after improvements. Deferred Loans will be secured by a trust deed and shall not be subordinated to any loan due to refinancing. The Agency may consider subordinating its position under the following conditions:

- A Fair Market appraisal of the property is obtained by the lender, the cost of which will be paid by the Homeowner.

- A copy of the appraisal is submitted to the Agency for its review.

- All debt on the property does not exceed 80% of the property value.

- The Homeowner 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 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.

- **If a Homeowner has sufficient equity in the property to provide a total loan-to- value ratio on the property that is less than 60%, the Agency will subordinate to a new loan that will allow the owner to access their equity in an amount that will maintain the 60% loan-to-value ratio.**

Title: A Homeowner who is a trustor/beneficiary under a Family or Living Trust shall submit to the Agency's Executive Director, on each subsequent anniversary date of the Loan provided hereunder, a declaration executed under penalty of perjury under the laws of the State of California attesting to the fact that the Trust has not been modified and that the trustor/beneficiary is still the beneficiary under the trust. Failure to submit such a declaration annually shall be deemed a default under these Guidelines.

Cost of Loan: Homeowner costs associated with processing the Loan (appraisals, loan processing fee, credit reports, title policy, escrow, notary, recording documents) will be paid for from Loan proceeds. **If a loan is cancelled during the application process, any funds expended by the Agency in conjunction with that loan application (i.e. appraisal cost) are to be reimbursed by the property owner; if the Agency has not expended such funds but costs have been incurred, payment is the responsibility of the property owner and the cost shall be deducted from the property owner's deposit.**

Permitted uses for the Deferred Loan Funds: Deferred Loan proceeds may be used for rehabilitation activities in the following order of priority.

- *First - To Correct All Code Violations* - Electrical, plumbing, heating and air conditioning, and structural building deficiencies that are in violation of current building codes. Correction of any safety problems not covered by codes, such as broken windows, missing window screens, doors and the provision of facilities for handicapped access.

- *Second - To Refurbish Exterior Items* - New roofs, rain gutters, conversion of carports to garages, garage and entry door replacement, fencing replacement, and driveway/walkway repairs.

- *Third - Alleviate Overcrowding* - Based upon the overcrowding standards set forth in the United States Department of Housing and Urban Development "Public Housing Occupancy Handbook" Chapter 5 b (attached as Appendix 2), fund bedroom additions to alleviate overcrowding. Additionally, if a second bathroom does not exist in a home of four bedrooms or more and each bedroom is occupied, an additional bathroom may be provided.

    - *Because overcrowding is a condition determined by the makeup of a household, no limitation is placed on the age of the structure. Therefore, if a household is deemed overcrowded pursuant to the above noted HUD standards, and the house was built in the 1980s or 1990s, the household would be eligible for assistance if the income*

requirements are met and plans to add an additional bedroom meet planning and zoning requirements of the City.

- *Fourth - Exterior Cosmetic Improvements* - Repainting, replacing dried or broken landscape materials and/or inoperable irrigation systems, and replacing broken or damaged awning improvements.

- *Fifth - Security Improvements* - Upgrade door and window locks, installing security lighting and doors and security-related fencing.

- *Sixth - Energy Efficiency Improvements* - Heating and cooling system replacement/upgrades, install insulation, ceiling fans, weather stripping, water heater replacement, and low flow plumbing fixtures.

- *Seventh - Interior Improvements (necessary to improve general living conditions)* - Interior paint, wall coverings, new flooring, repair of existing hardwood flooring, needed kitchen appliances (built in only), replacement of deteriorated kitchen or bathroom cabinets, replacement of counter tops with mid-grade tile or Formica, replacement of inoperative lighting fixtures etc. All such interior items would be allowed only at mid- grade quality.

- *Improvements that are not to be funded by Loan* - Indoor and outdoor fireplaces, pools, Jacuzzis, hardwood flooring, expensive counter tops, washers, dryers, barbecue pits, flower boxes, greenhouses, family rooms, new patios or deck construction, decorator planters, custom concrete work on driveways and walkways, detached workshops and/or other non-permanent structures and improvements considered to be a luxury as determined by the Executive Director.

- *Work Conducted Under Program* – All work conducted under the Loan must be performed with approved building permits and by state licensed contractors. Building permit fees shall not be waived by the City.

Substantial Rehabilitation Housing Improvement Loans ("SR Loans") (Change to loan amount, covenant term, shared equity provision added)

Budget: Annual allocation to be determined pursuant to the Agency's budget process and in conformance with the Agency Five –Year Implementation Plan.

Goal: To provide sufficient funds to rehabilitate homes that require substantial rehabilitation (as defined by the CRL), which are owned and occupied by very low, low and moderate-income households.

Substantial Rehabilitation ("SR") Loan Minimum and Maximum: SR Loan amounts shall be provided in amounts of **a minimum of 25% of the after rehabilitation value up to a maximum of $100,000** for very low, low and moderate-income (up to 120% of median income)

persons or households on a citywide basis. SR Loans are funded to address severe cases of deterioration or overcrowding. Loan proceeds must first address health and safety issues, overcrowding and exterior deterioration, and secondly, other improvements that would improve the general character and living environment of the housing unit, including providing room additions to alleviate overcrowding. Funds can also be used to abate illegal garage conversions. Properties may only receive one SR Loan during the **45-year affordability covenant** period. Loans are secured by a Deed of Trust and carry a 3% simple interest rate that is accrued. No loan payments are made. The property must be held for a minimum of 12 months or all Loan Funds, including principal and interest, must be repaid. The SR Loan amount and 3% interest will be discounted in equal amounts each year over a period of 20 years that Homeowner occupies dwelling. A Deed of Trust shall secure the loan.

Interest Rate: The loan has a 3% interest rate.

Eligibility: Homeowners of a single–family home with an annual income that does not exceed Moderate Income (120% of area median income adjusted for family size [see Appendix 1 for definitions of income category and what constitutes income]). The home to be improved must be the primary residence of the person or persons applying for the SR Loan. For the purposes of this program, Homeowner shall mean that person, or persons jointly, who has/have legal title to an eligible dwelling. Homeowner shall also mean and include a person, or persons jointly, who is/are the trustor(s) and beneficiary(ies) during his/her/their life or lives of the trust estate under a Family or Living Trust.

Substantial Rehabilitation Loan Terms:

- The SR Loan shall accrue interest at three (3%) percent per annum on the unpaid or remaining Loan **amortized over 20 years.**

- The SR Loan may not be combined with any other type of program assistance. Applicants may only receive one SR Loan during a **45**-year period. The recipient must hold the property for a 12-month term or the Loan must be repaid in full with interest.

- The Homeowner must enter into an affordability covenant, in the form of a trust deed/promissory note to secure the **45-year affordability** obligation. The Loan obligation, including accrued interest, would be forgiven equally over a 20-year period. **Affordability covenants are recorded against the property and shall apply to all subsequent purchasers.**

- **If the property becomes non-compliant by being sold before the end of the 45-year period to a non-qualified purchaser or the owner fails to occupy the property as their principal residence, the Homeowner shall repay to the Housing Fund the remaining Loan obligation, plus a percentage of the increased equity the property owner realized as a result of the SR Loan.**

Shared Equity: **In the event of a sale to a non-qualified purchaser, or the property fails to be owner occupied, in addition to the remaining loan obligation, the property owner and**

Agency will share any increase in equity that occurred from the time of the SR Loan, in order for the Agency to recover funds for other low and moderate income housing. The percentage of equity increase the property owner would share with the Agency as a result of a prohibited transfer would be calculated with the percentage retained by the owner increasing throughout the term of the affordability covenant. The shared equity percentage which may be retained by the property owner has been adjusted to make provision for sale or transfer of the property to a non-qualified purchaser as a result of unanticipated life changes such as death or divorce.

Year of Transfer	Percent of Equity Increase Retained by Owner		
Years	Other	Divorce	Death
0 – 15	0%	0%	0%
16 – 18	2%	6%	9%
19 – 21	5%	9%	12%
22 – 24	9%	13%	16%
25 – 27	13%	17%	20%
28 – 30	17%	21%	24%
31 – 33	23%	27%	30%
34 – 36	29%	33%	36%
37 – 39	40%	44%	47%
40 – 42	69%	73%	76%
43 – 45	100%	100%	100%

Example: A property with an original appraised value of $150,000 at the time the SR Loan application was processed increased to an updated appraised value of $200,000 as a result of a $50,000 SR Loan. At the time of sale to a non-qualified purchaser 19 years after the rehab work was completed, the property has an appraised value of $250,000.

In this case, in addition to the balance of the SR Loan, which would be 1/20 of the $50,000 loan (or $2,500), the owner would be required to repay $47,500 to the Agency (95% of the $50,000 increase in value from $200,000 after the completing the improvements from the substantial rehab loan to $250,000 at the time the property is sold; the owner retains 5% of the increased value). Therefore, the owner would repay a total of $50,000 ($2,500 loan balance plus $47,500 shared equity). If the sale took place as a result of the death of a spouse, the owner would be required to repay the loan balance of $2,500 plus $44,000 (a total of $46,500) to the Agency (88% of the $50,000 increase in value; the owner retains 12% of the increased value).

45 Year Affordability Covenant Loss Mitigation Formula

Notwithstanding anything else to the contrary in these Guidelines, if the Homeowner elects to sell the property at market rate as a result of any reason other than (1) Homeowner first attempting to sell the property to a qualified purchaser, (2) Homeowner then offering to sell the property to the Agency if Homeowner should fail to sell to a qualified purchaser, and (3) Agency declining to purchase the property, all in compliance with any requirements and time

restrictions set out in the affordability covenant (as is permitted pursuant to the Agency Board's approval of the 45 Year Affordability Covenant Loss Mitigation Formula on November 13, 2024), then the following shall ensue for any such sales that occur:

1. ***Homeowner shall pay back to Agency the full amount of the original loan;***
2. ***Homeowner shall pay simple interest on the loan at 3% computed from commencement of the loan period until sale of the property;***
3. ***Agency shall receive zero percent of any increase in equity;***
4. ***Homeowner shall be charged an early termination fee in the amount of 10% of the original loan amount;***
5. ***All proceeds accruing to the Agency shall be reinvested into the Housing Fund for use toward future affordable housing projects;***
6. ***Agency shall execute and deliver to Homeowner, and cause to be recorded, a Substitution of Trustee and Full Reconveyance, reconveying any interest held in the property by Agency under the applicable Deed of Trust; and***
7. ***Homeowner and Agency shall terminate the affordability covenant and take all other steps needed to perfect such termination.***

The above is illustrated below as an example, assuming $100,000 loan beginning 2007 and sale at market rate of $600,000.

Original Loan Amount:	***$100,000***
Loan Type: Moderate Income	***Substantial Rehabilitation***
Recording Date of Loan Documents:	***2007***
OWED TO HOUSING AUTHORITY	
Original Loan	***$100,000***
Interest at 3%for life of loan (17yrs)	***$51,000***
Agency's Share of Appreciation	***$0.00***
Early Termination Charge (10% of Loan)	***$10,000***
TOTAL OWED TO AGENCY	***$161,000***
PROCEEDS TO SELLER	
Sales Price	***$600,000***
Less Owed to Agency	***$161,000***
Less Escrow & Title	***$10,000***
Less Commissions	***$30,000***
Total Proceeds	***$399,000***

Security: Total of Homeowners' existing trust deed(s) and new SR Loan may not exceed 95% of the value of the property after improvements. SR Loans will be secured by a trust deed and shall not be subordinated to any loan due to refinancing. The Agency may consider subordinating its position under the following conditions:

- A Fair Market appraisal of the property is obtained by the lender, the cost of which will be paid by the Homeowner.

- A copy of the appraisal is submitted to the Agency for its review.

- All debt on the property does not exceed 80% of the property value.

- The Homeowner 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 Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

- **If a Homeowner has sufficient equity in the property to provide a total loan-to- value ratio on the property that is less than 60%, the Agency will subordinate to a new loan that will allow the owner to access their equity in an amount that will maintain the 60% loan-to-value ratio.**

Title: A Homeowner who is a trustor/beneficiary under a Family or Living Trust shall submit to the Agency's Executive Director, on each subsequent anniversary date of the Loan provided hereunder, a declaration executed under penalty of perjury under the laws of the State of California attesting to the fact that the Trust has not been modified and that the trustor/beneficiary is still the beneficiary under the trust. Failure to submit such a declaration annually shall be deemed a default under these Guidelines.

Cost of Loan: Homeowner costs associated with processing the Loan (appraisals, loan processing fee, credit reports, title policy, escrow, notary, recording documents) will be paid for from Loan proceeds. **If a loan is cancelled during the application process, any funds expended by the Agency in conjunction with that loan application (i.e. appraisal cost) are to be reimbursed by the property owner; if the Agency has not expended such funds but costs have been incurred, payment is the responsibility of the property owner and the cost shall be deducted from the property owner's deposit.**

Permitted uses for the Substantial Rehab Loan Funds: Loan proceeds may be used for substantial rehabilitation activities in the following order of priority.

- *First - To Correct All Code Violations* - Electrical, plumbing, heating and air conditioning, and structural building deficiencies that are in violation of current building codes. Correct planning or zoning code violations, such as illegal garage conversions. Correction of any safety problems not covered by codes, such as broken windows, doors and the provision of facilities for handicapped access.

- *Second - Alleviate Overcrowding* - Based upon the overcrowding standards set forth in the United States Department of Housing and Urban Development "Public Housing Occupancy Handbook" Chapter 5 b (attached as Appendix 2) fund bedroom addition to alleviate overcrowding. . Additionally, if a second bathroom does not exist in a home of

four bedrooms or more and each bedroom is occupied, an additional bathroom may be provided.

  - *Because overcrowding is a condition determined by the makeup of a household, no limitation is placed on the age of the structure. Therefore, if a household is deemed overcrowded pursuant to the above noted HUD standards, and the house was built in the 1980s or 1990s, the household would be eligible for assistance if the income requirements are met and their plans to add an additional bedroom meet planning and zoning requirements of the City.*

- *Third - To Refurbish Exterior Items* - New roofs, rain gutters, conversion of carports to garages, garage and entry door replacement, fencing replacement, and driveway/walkway repairs.

- *Fourth - Exterior Cosmetic Improvements* - Repainting, replacing dried or broken landscape materials and/or inoperable irrigation systems, and replacing broken or damaged awning improvements.

- *Fifth - Security Improvements* - Upgrade door and window locks, installing security lighting and doors and security-related fencing.

- *Sixth - Energy Efficiency Improvements* - Heating and cooling system replacement/upgrades, install insulation, ceiling fans, weather stripping, water heater replacement, and low flow plumbing fixtures.

- *Seventh - Interior Improvements (necessary to improve general living conditions)* - Interior paint, wall coverings, new flooring, repair of existing hardwood flooring, needed kitchen appliances (built in only), replacement of deteriorated kitchen or bathroom cabinets, replacement of counter tops with mid-grade tile or Formica, replacement of inoperative lighting fixtures etc. All such interior items would be allowed only at mid- grade quality.

- *Improvements that are not to be funded by Loan* - Indoor and outdoor fireplaces, pools, Jacuzzis, hardwood flooring, expensive counter tops, washers, dryers, barbecue pits, flower boxes, greenhouses, family rooms, new patios or deck construction, decorator planters, custom concrete work on driveways and walkways, detached workshops and/or other non-permanent structures and improvements considered to be a luxury as determined by the Executive Director.

- *Work Conducted Under Program* – All work conducted under the Loan shall be performed with approved building permits and by state licensed contractors. Building permit fees shall not be waived by the City.

Below Market Rate Loans for Tenant Occupied Units ("BMR Loans") (Change to loan amount)

***Budget*:** Annual allocation to be determined pursuant to the Agency's budget process and in conformance with the Agency Five –Year Implementation Plan.

***Goal*:** To assure that renters live in safe and sanitary conditions.

Below Market Rate Loans for Tenant Occupied Units: Provides loans to property owners for general improvements to renter-occupied dwelling units. **Maximum loan amounts are $25,000 per unit, not to exceed a total of $100,000; the loan amount must be less than 25% of the after rehabilitation value.** Qualification is based upon tenant's income being less than 120% of County median income (51% of units must qualify). Owners who have breached or violated any affordability covenant of any loan or grant provided by the Agency at any time shall not be eligible to receive a BMR Loan. This program will provide Below Market Rate Loans with interest rates of 6% per annum. BMR Loan funds are to used to first address health and safety issues and exterior deterioration, and secondly, other improvements that would improve the general character and living environment of the housing unit. Funds will be recaptured by monthly payments secured by a Deed of Trust. The BMR Loan may not be combined with any other programs. An agreement must be signed by the owner to rent the units at **affordable rental rates** for a period of 15 years. The Agency will monitor rental rate affordability and tenant income level annually as provided for in the CRL. At any time during the term of the BMR Loan, the Agency may require, and the owner and renters shall provide, proof and confirmation of such information.

BMR Loan Terms:

- The BMR Loan shall accrue interest at six (6%) percent per annum on the unpaid or remaining balance.

- The BMR Loan recipient ("Property Owner") must hold the property for a 12-month term or the Loan must be repaid in full with interest.

- The Property Owner must enter into an affordability covenant, in the form of a trust deed/promissory note to secure the 15 year obligation to rent at least 51% of the units to persons or families of low to moderate income and to maintain affordable rents on all of the property units. Affordable rents are those rents as defined by the Section 50053 of the California Health and Safety Code and described in Appendix 1 of these Guidelines. The Loan obligation, including accrued interest, will be amortized over the 15-year period of the loan. **Affordability covenants are recorded against the property and shall apply to all subsequent purchasers for the term of the covenant, unless released pursuant to state law.**

- If the Property Owner fails to comply with the loan terms, specifically that 51% of the units are occupied by low to moderate income persons or households and that all units are

rented at affordable rents per Section 50053 of the Health and Safety Code, then the Owner would be in non-compliance.

- If the Owner is in non-compliance, the BMR Loan becomes immediately due and payable **and the Agency may take other actions to enforce the affordability covenant.**

Security: Total of the subject property's existing trust deed(s) and new BMR Loan may not exceed 95% of the value of the property after improvements. BMR Loans will be secured by a trust deed and shall not be subordinated to any loan due to refinancing. The Agency may consider subordinating its position under the following conditions:

- A Fair Market appraisal of the property is obtained by the lender, the cost of which will be paid by the Property Owner.

- A copy of the appraisal is submitted to the Agency for its review.

- All debt on the property does 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 Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

Title: A Property Owner who is a trustor/beneficiary under a Family or Living Trust shall submit to the Agency's Executive Director, on each subsequent anniversary date of the Loan provided hereunder, a declaration executed under penalty of perjury under the laws of the State of California attesting to the fact that the Trust has not been modified and that the trustor/beneficiary is still the beneficiary under the trust. Failure to submit such a declaration annually shall be deemed a default under these Guidelines.

Cost of Loan: Property Owner cost associated with processing the Loan (appraisals, loan processing fee, credit reports, title policy, escrow, notary, recording documents) will be paid for from Loan proceeds. **If a loan is cancelled during the application process, any funds expended by the Agency in conjunction with that loan application (i.e. appraisal cost) are to be reimbursed by the property owner; if the Agency has not expended such funds but costs have been incurred, payment is the responsibility of the property owner and the cost shall be deducted from the property owner's deposit.**

Permitted uses for the BMR Loan Funds: Loan proceeds may be used for substantial rehabilitation activities in the following order of priority.

- *First - To Correct All Code Violations* - Electrical, plumbing, heating and air conditioning, and structural building deficiencies that are in violation of current building codes. Correct planning or zoning code violations, such as illegal garage conversions.

Correction of any safety problems not covered by codes, such as broken windows, doors and the provision of facilities for handicapped access.

- *Second - To Refurbish Exterior Items* - New roofs, rain gutters, conversion of carports to garages, garage and entry door replacement, fencing replacement, and driveway/walkway repairs.

- *Third - Exterior Cosmetic Improvements* - Repainting, replacing dried or broken landscape materials and/or inoperable irrigation systems, and replacing broken or damaged awning improvements.

- *Fourth - Security Improvements* - Upgrade door and window locks, installing security lighting and doors and security-related fencing.

- *Fifth - Energy Efficiency Improvements* - Heating and cooling system replacement/upgrades, install insulation, ceiling fans, weather stripping, water heater replacement, and low flow plumbing fixtures.

- *Sixth - Interior Improvements (necessary to improve general living conditions)* - Interior paint, wall coverings, new flooring, repair of existing hardwood flooring, needed kitchen appliances (built in only), replacement of deteriorated kitchen or bathroom cabinets, replacement of counter tops with mid-grade tile or Formica, replacement of inoperative lighting fixtures etc. All such interior items would be allowed only at mid-grade quality.

- *Improvements that are not to be funded by Loan* - Indoor and outdoor fireplaces, pools, Jacuzzis, hardwood flooring, expensive counter tops, washers, dryers, barbecue pits, flower boxes, greenhouses, family rooms, new patios or deck construction, decorator planters, custom concrete work on driveways and walkways, detached workshops and/or other non-permanent structures and improvements considered to be a luxury as determined by the Executive Director.

- *Work Conducted Under Program* – All work conducted under the Loan shall be performed with approved building permits and by state licensed contractors. The City shall not waive building permit fees

Substantial Rehabilitation Below Market Rate Loans for Tenant Occupied Units ("SR-BMR Loans") (Section added; reflects change to loan amount, covenant term)

***Budget*:** Annual allocation to be determined pursuant to the Agency's budget process and in conformance with the Agency Five –Year Implementation Plan.

***Goal*:** To assure that renters live in safe and sanitary conditions.

Below Market Rate Loans for Tenant Occupied Units: Provides loans to property owners for general improvements to renter-occupied dwelling units. **Maximum loan amounts are $25,000**

per unit, not to exceed a total of $100,000; the loan amount must constitute 25% or more of the after rehabilitation value of the property and an affordability covenant of 55 years is required. Qualification is based upon tenant's income being less than 120% of County median income (51% of units must qualify). Owners who have breached or violated any affordability covenant of any loan or grant provided by the Agency at any time shall not be eligible to receive a SR-BMR Loan. This program will provide Below Market Rate Loans with interest rates of 6% per annum. SR-BMR Loan funds are to used to first address health and safety issues and exterior deterioration, and secondly, other improvements that would improve the general character and living environment of the housing unit. Funds will be recaptured by monthly payments secured by a Deed of Trust. The SR-BMR Loan may not be combined with any other programs. An agreement must be signed by the owner to rent the units at **affordable rental rates** for a period of **55** years. The Agency will monitor rental rate affordability and tenant income level annually as provided for in the CRL. At any time during the term of the SR-BMR Loan, the Agency may require, and the owner and renters shall provide, proof and confirmation of such information.

SR-BMR Loan Terms:

- The SR-BMR Loan shall accrue interest at six (6%) percent per annum on the unpaid or remaining balance **amortized over 15 years.**

- The SR-BMR Loan recipient ("Property Owner") must hold the property for a 12-month term or the Loan must be repaid in full with interest.

- The Property Owner must enter into an affordability covenant, in the form of a trust deed/promissory note to secure the **55 year affordability** obligation to rent at least 51% of the units to persons or families of low to moderate income and to maintain affordable rents on all of the property units. Affordable rents are those rents as defined by the Section 50053 of the California Health and Safety Code and described in Appendix 1 of these Guidelines. The Loan obligation, including accrued interest, will be amortized over the 15-year period of the loan. **Affordability covenants are recorded against the property and shall apply to all subsequent purchasers for the term of the covenant, unless released pursuant to state law.**

- If the Property Owner fails to comply with the loan terms, specifically that 51% of the units are occupied by low to moderate income persons or households and that all units are rented at affordable rents per Section 50053 of the Health and Safety Code, then the Owner would be in non-compliance.

- If the Owner is in non-compliance, the BMR Loan becomes immediately due and payable **and the Agency may take other actions to enforce the affordability covenant.**

Security: Total of the subject property's existing trust deed(s) and new SR-BMR Loan may not exceed **95% of the value of the property after improvements**. SR-BMR Loans will be secured by a trust deed and shall not be subordinated to any loan due to refinancing. The Agency may consider subordinating its position under the following conditions:

- A Fair Market appraisal of the property is obtained by the lender, the cost of which will be paid by the Property Owner.

- A copy of the appraisal is submitted to the Agency for its review.

- All debt on the property does 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 Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

- **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%, the Agency will subordinate to a new loan that will allow the owner to access their equity in an amount that will maintain the 60% loan-to-value ratio.**

Title: A Property Owner who is a trustor/beneficiary under a Family or Living Trust shall submit to the Agency's Executive Director, on each subsequent anniversary date of the Loan provided hereunder, a declaration executed under penalty of perjury under the laws of the State of California attesting to the fact that the Trust has not been modified and that the trustor/beneficiary is still the beneficiary under the trust. Failure to submit such a declaration annually shall be deemed a default under these Guidelines.

Cost of Loan: Property Owner costs associated with processing the Loan (appraisals, loan processing fee, credit reports, title policy, escrow, notary, recording documents) will be paid for from Loan proceeds. **If a loan is cancelled during the application process, any funds expended by the Agency in conjunction with that loan application (i.e. appraisal cost) are to be reimbursed by the property owner; if the Agency has not expended such funds but costs have been incurred, payment is the responsibility of the property owner and the cost shall be deducted from the property owner's deposit.**

Permitted uses for the SR-BMR Loan Funds: Loan proceeds may be used for substantial rehabilitation activities in the following order of priority.

- *First - To Correct All Code Violations* - Electrical, plumbing, heating and air conditioning, and structural building deficiencies that are in violation of current building codes. Correct planning or zoning code violations, such as illegal garage conversions. Correction of any safety problems not covered by codes, such as broken windows, doors and the provision of facilities for handicapped access.

- *Second - To Refurbish Exterior Items* - New roofs, rain gutters, conversion of carports to garages, garage and entry door replacement, fencing replacement, and driveway/walkway repairs.

- *Third - Exterior Cosmetic Improvements* - Repainting, replacing dried or broken landscape materials and/or inoperable irrigation systems, and replacing broken or damaged awning improvements.

- *Fourth - Security Improvements* - Upgrade door and window locks, installing security lighting and doors and security-related fencing.

- *Fifth - Energy Efficiency Improvements* - Heating and cooling system replacement/upgrades, install insulation, ceiling fans, weather stripping, water heater replacement, and low flow plumbing fixtures.

- *Sixth - Interior Improvements (necessary to improve general living conditions)* - Interior paint, wall coverings, new flooring, repair of existing hardwood flooring, needed kitchen appliances (built in only), replacement of deteriorated kitchen or bathroom cabinets, replacement of counter tops with mid-grade tile or Formica, replacement of inoperative lighting fixtures etc. All such interior items would be allowed only at mid-grade quality.

- *Improvements that are not to be funded by Loan* - Indoor and outdoor fireplaces, pools, Jacuzzis, hardwood flooring, expensive counter tops, washers, dryers, barbecue pits, flower boxes, greenhouses, family rooms, new patios or deck construction, decorator planters, custom concrete work on driveways and walkways, detached workshops and/or other non-permanent structures and improvements considered to be a luxury as determined by the Executive Director.

Work Conducted Under Program – All work conducted under the Loan shall be performed with approved building permits and by state licensed contractors. The City shall not waive building permit fees

Agency Home Purchase-Improvement and Resale ("Agency Purchase & Resale") (Change to covenant term, shared equity provision added)

Budget: Annual allocation to be determined pursuant to the Agency's budget process and in conformance with the Agency Five –Year Implementation Plan.

Goal: To increase the number of affordable housing units within the City and address structural deterioration.

The Agency will actively seek the purchase of homes that come on the market for resale. The Agency would purchase the homes, rehabilitate them if necessary, and then resell them to very low, low- or moderate-income households structuring the purchase to ensure that the housing payment is affordable to the purchaser.

The Agency shall take a first trust deed on the property for the amount determined to be affordable to the purchaser. A Second Trust Deed shall be placed on the unit to cover the amount representing the difference between the purchase price of the unit and the Agency's First

Trust Deed. (The total of the two would equal the market value of the home.) This will ensure affordability as required by the CRL. The First Trust Deed would be a **30** year fully amortized mortgage at an interest rate that is equal to the "FNMA 30 Year Fixed Rate, 30 Day Delivery First Trust Deed Loan". The Second Trust Deed shall have a 3% interest rate. The Second Trust Deed shall be discounted in equal amounts each year over a period of **45** years and be secured by a Deed of Trust. A covenant shall be placed on the First and Second Trust Deeds requiring that if the property is sold within the term of the Trust Deeds, the unit shall either have to be sold to a low- to moderate-income household or the loan recipient shall repay the remaining portion of the Second Trust Deed, including principal and interest, in full. If the property is sold to a non-qualified buyer and the property increased in value, the Agency and the owner shall share proportionately in the increase **resulting from the appreciation**.

Attachments

Appendix 1: Affordable Housing Information

EQUITY SHARING POLICY

(SUBSTANTIAL REHABILITATION PROGRAM)

(FIRST TIME HOMEBUYER PROGRAM)

Adopted November 13, 2024

Section 33334.3 of the Health and Safety Code permits equity sharing programs to be established allowing sale of owner-occupied units prior to expiration of the 45-year affordability period established through a Regulatory Agreement entered into between an agency and affordable homeowner for a price in excess of the affordable housing price, so long as the agency's investment of moneys from the Low and Moderate Income Housing Fund is protected, including through implementation of a schedule of equity sharing that permits seller and the agency to retain a portion of sale proceeds based on length of occupancy prior to sale. This means that so long as the agency's loan or any current balance of the loan is paid back (including any interest), the agency's investment of moneys from the Low and Moderate Income Housing Fund is protected. Any excess monies collected from the sale retained by the agency are to be deposited in the Low and Moderate Income Housing Fund.

Historically, the equity sharing practices of the Irwindale Housing Authority ("Authority") provided for the Authority to retain a significant majority of the excess sale proceeds until year 40 of the 45-year affordable housing period which, when compared against several other affordable housing programs within the State, was within the highest end of the spectrum. Accordingly, it was very difficult for affordable homeowners in the City of Irwindale to build meaningful equity in their affordable homes towards improving their financial status which is one of the paramount objectives of affordable housing programs, including the Authority's programs, throughout the State.

The Authority Board has now adopted and established equity sharing ratios under both the Substantial Rehabilitation Program ("SRP") and First Time Homebuyer Program ("FTHP") so that the percentage of the equity sharing appreciation amount ("ESAA") retained by homeowners is now much larger than the amount allowed previously. For purposes of this Equity Sharing Policy, ESAA is the difference between the sale price that is in excess of the affordable housing price of what is allowable under the Regulatory Agreement and the original purchase price of the home paid by the affordable homeowner.

Substantial Rehabilitation Program Equity Sharing Ratio:

For the SRP, the Authority loan will be forgiven by 1/20 on an annual basis for 20 years after which time the entire loan will be forgiven. During that 20-year period, the equity sharing ratio ("ESR") will be 10%, meaning the Authority will retain 10% of the ESAA and the homeowner will retain 90% of the ESAA; thereafter, until expiration of the 45-year period, the 10% ESR will decrease by 0.4% per annum.

First Time Homebuyer Program Equity Sharing Ratio:

For the FTHP, the Authority loan will be forgiven by 1/30 on an annual basis for 30 years after which time the entire loan will be forgiven. During that 30-year period, the ESR will be 15%, meaning the Authority will retain 15% of the ESAA and the homeowner will retain 85% of the ESAA; thereafter, until expiration of the 45-year period, the 15% ESR will decrease by 1% per annum.

Examples of how the foregoing operates follow below. An overarching assumption in the examples is that the loan term for the Authority loan will be 20 years under the SRP and 30 years for the FTHP, the latter being an attempt to align with the typical private 30-year loan obtained by homeowners in a standard purchase of a home.

Assumption for Example 1:

SRP (for sales within first 20 years) and FTHP (for sales within first 30 years):

- $500,000 (sale price) – $400,000 (original purchase price) = $100,000 (ESAA).

Assumption for Example 2:

SRP (for sales after first 20 years) and FTHP (for sales after first 30 years):

- $600,000 (sale price) – $400,000 (original purchase price) = $200,000 (ESAA).

Substantial Rehabilitation Program Examples:

Loan Details:

- Loan period to be 20 years.
- Principal on the loan to be reduced by 5% (1/20) per annum during the 20-year period.
- The entire loan is forgiven after 20 years.

Equity Sharing Details:

- For the first 20 years of the loan, the ESR to be retained by the Authority is 10% of the ESAA.
- For years 21 through 45, the ESR will decrease by 0.4% per annum starting in year 21 until year 45 is reached.

Example 1:

- Assume ESAA of $100,000 and sale during year 5 of 45-year term. Under this assumption:
    - The homeowner would need to repay the remaining balance of the Authority loan; and

- After applying a 10% ESR to the $100,000 ESAA, the amount of sale proceeds retained by the Authority will be $10,000 and the homeowner retains the remaining $90,000.

Example 2:

- Assume ESAA of $200,000 and sale just after year 25 of 45-year term. Under this assumption:
  - The Authority loan has been forgiven after 20 years. Therefore, the homeowner is not required to repay any portion of the loan.
  - After applying a 8% ESR (10% is reduced by 0.4% per year for 5 years resulting in an ESR of 8%) to the $200,000 ESAA, the amount of sale proceeds retained by the Authority is $16,000 and the homeowner retains the remaining $184,000.

First Time Homebuyer Program Examples:

Loan Details:

- Loan period to be 30 years.
- Principal on the loan to be reduced by 1/30 per annum during the 30-year period.
- The entire loan is forgiven after 30 years.

Equity Sharing Details:

- For the first 30 years of the loan, the ESR to be retained by the Authority is 15% of the ESAA.

- For years 31 through 45, the ESR will decrease by 1% per annum starting in year 31 until year 45 is reached.

Example 1:

- Assume ESAA of $100,000 and sale during year 5 of 45-year term. Under this assumption:
  - The homeowner would need to repay the remaining balance of the Authority loan; and
  - After applying a 15% ESR to the $100,000 ESAA, the amount of sale proceeds retained by the Authority will be $15,000 and the homeowner retains the remaining $85,000.

Example 2:

- Assume ESAA of $200,000 and sale just after year 35 of 45-year term. Under this assumption:
  - The Authority loan has been forgiven after 30 years. Therefore, the homeowner is not required to repay any portion of the loan.

- After applying a 10% ESR (15% is reduced by 1% per year for 5 years resulting in an ESR of 10%) to the $200,000 ESAA, the amount of sale proceeds retained by the Authority is $20,000 and the homeowner retains the remaining $180,000.

45 Year Affordability Covenant Loss Mitigation Formula

Notwithstanding anything else to the contrary in this Equity Sharing Policy, if the homeowner provided a loan under the SRP elects to sell the property at market rate as a result of any reason other than (1) homeowner first attempting to sell the property to a qualified purchaser, (2) homeowner then offering to sell the property to the Authority if homeowner should fail to sell to a qualified purchaser, and (3) Authority declining to purchase the property, all in compliance with any requirements and time restrictions set out in the applicable Regulatory Agreement (as is permitted pursuant to the Authority Board's approval of the 45 Year Affordability Covenant Loss Mitigation Formula on November 13, 2024), then the Authority shall receive zero percent of any increase in equity.