

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

SEPTEMBER 14, 2022

SPECIAL MEETING - 5:00 P.M. - CLOSED SESSION

REGULAR MEETING - 6:30 P.M. - OPEN SESSION

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access

Pursuant to Irwindale Resolution No. Resolution No. 2022-81-3331

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

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

In-Person at the City Council Chambers

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

Webinar ID: 871 0459 2389



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING – 5:00 P.M.**A. CALL TO ORDER**

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

SPONTANEOUS COMMUNICATIONS

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

C. CONSENT CALENDAR

1. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning September 14 through October 14, 2022
Department: Administration

Recommendation: Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128 and Resolution No. RA 2022-07-034**, entitled, “A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY AND THE BOARD OF THE RECLAMATION AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING SEPTEMBER 14, 2022 THROUGH OCTOBER 14, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361”.

D. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9
 - A) Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394
 - B) Case Name: City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, et al. v. County of Los Angeles

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

C) Case Name: Jane Doe C.M.A. vs. the City of Irwindale

Case Number: LASC Case No. 21STCV26652

2. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

- A) Property: Olive Pit (APN 8415-001-906, 908)
Agency negotiators: Julian A. Miranda, City Manager and Arsanious Hanna,
Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms
- B) Property: South Manning Pit (APNs 8417-034-905; 8417-034-907, 8417-007-908)
Agency Negotiators: Julian A. Miranda, City Manager and Arsanious Hanna,
Director of Engineering / Building Official
Negotiating Parties: Los Angeles County Flood Control District
Under Negotiation: Price and Terms

3. Liability Claims

Pursuant to Government Code Section 54956.95:

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

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia; H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola**
- E. CHANGES TO THE AGENDA**
- F. COUNCIL MEMBER TRAVEL REPORTS**
- G. COUNCILMEMBER COMMENTS**
- H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Recognition of Tony Gonzalez, Recreation donor

SPONTANEOUS COMMUNICATIONS

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

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

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

1. CONSENT CALENDAR

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

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Regular meeting held August 24, 2022

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

C. Rejection of Claim: Ramiro Lopez vs. City of Irwindale

Department: Administration

Recommendation: (1) Reject the claim of Ramiro Lopez vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

D. Rejection of Claim: Heirs of Isaac Lefebvre II vs. City of Irwindale

Department: Administration

Recommendation: (1) Reject the claim of the Heirs of Isaac Lefebvre II vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

E. Rejection of Claim: Benjamin Lefebvre, a minor vs. City of Irwindale

Department: Administration

Recommendation: (1) Reject the claim of Benjamin Lefebvre, a minor vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

F. Authorization to Invest Monies into the Local Agency Investment Fund Account (Joint Successor Agency and Housing Authority Item)

Department: Finance

Recommendation: That the City Council, Successor Agency and Housing Authority **adopt Joint Resolution No. 2022-84-3334, Resolution No. SA 2022-85-3335, and Resolution No. HA 2022-17-127** entitled: "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE

CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND,” reading by title only and waiving further reading thereof.

G. A Resolution to Extend the Existence of a Local Emergency Regarding the Covid-19 Pandemic

Department: Administration

Recommendation: **Adopt Resolution No. 2022-92-3342** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44”.

H. Approval of Plans and Specifications for the Irwindale Park Improvements Project Phases 4 & 5; P-1011

Department: Engineering

Recommendation: (1) Approve the plans and specifications for the Irwindale Park Improvements Project Phase 4 & 5; and (2) authorize staff to solicit bids for construction of the project.

I. Award of Contracts for As-needed Construction Inspection Services

Department: Engineering

Recommendation: Authorize the City Manager to enter into an agreement with Z&K Consultants, Dudek, and FCG Consultants for as-needed construction inspection services in the amount of \$100,000 per contract, subject to approval as to form by the City Attorney.

J. Award of Contract for 2022 Topographic and Hydrographic Survey Project; P-1048

Department: Engineering

Recommendation: Award a professional contract in the amount of \$135,400.00 to Johnson-Frank and Associates for the Topographic and/or Hydrographic survey of eight (8) sand and gravel mines and authorize the City Manager to execute the contract on behalf of the City, subject to approval as to form by the City Attorney.

K. Request to Extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products’ Pit No. 2 Until December 31, 2022

Departments: Engineering and Community Development

Recommendation: Approve the request from United Rock Products (United) to extend the hours of operation for transportation of excavated aggregates from the Olive Pit to

United Rock Products Pit No. 2 (URP-2) until December 31, 2022 and re-evaluate United's request before granting another extension period. The extended hours of operation during this time period would be: Monday to Friday, 7 a.m. to 3 p.m. and Saturday, 7 a.m. to 5 p.m. (only 2nd and 4th Saturday of each month).

- L. Approval of California Automated Permit Processing (CalAPP) Grant Agreement between City of Irwindale and California Energy Commission
Department: Engineering

Recommendation: (1) Approve the grant agreement with the California Energy Commission (CEC) for the California Automated Permit Processing (CalAPP) Grant Award; (2) authorize the City Manager to execute the same upon approval as to form by the City Attorney; and (3) **adopt Resolution No. 2022-86-3336** Authorizing the Appropriation of \$40,000 to a new account within Fund 35 (California State Grant Fund), which will be reimbursed up to \$40,000 by the CEC with the CalAPP Grant.

- M. Award of Contract to provide Professional Environmental Services for the National Pollutant Discharge Elimination System (NPDES) and other related services
Department: Engineering

Recommendation: (1) Approve the award of contract and authorize the City Manager to execute an agreement, subject to City Attorney approval as to form, with CWE in the amount of \$132,122 for professional environmental services for the management of the National Pollutant Discharge Elimination System (NPDES) permit and other related services; (2) approve a 15% contingency in the amount of \$19,818.30 to cover any additional unforeseen services required; and (3) **adopt Resolution No. 2022-87-3337** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$44,515.30 FROM THE MEASURE W FUND TRANSFER OUT ACCOUNT TO THE MEASURE W FUND CONTRACTUAL SERVICES ACCOUNT".

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

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

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Regular meeting held August 24, 2022

B. Warrants

Department: Finance

None for approval

C. Authorization to Invest Monies into the Local Agency Investment Fund Account (Joint City Council and Housing Authority Item)

Department: Finance

Recommendation: That the City Council, Successor Agency and Housing Authority **adopt Joint Resolution No. 2022-84-3334, Resolution No. SA 2022-85-3335, and Resolution No. HA 2022-17-127** entitled: "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND," reading by title only and waiving further reading thereof.

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

- 1) Special Joint Meeting held July 13, 2022
- 2) Special Joint Meeting held July 27, 2022
- 3) Regular Meeting held July 27, 2022
- 4) Special Joint Meeting held August 15, 2022

B. Authorization to Invest Monies into the Local Agency Investment Fund Account (Joint City Council and Successor Agency Item)

Department: Finance

Recommendation: That the City Council, Successor Agency and Housing Authority **adopt Joint Resolution No. 2022-84-3334, Resolution No. SA 2022-85-3335, and Resolution No. HA 2022-17-127** entitled: "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND," reading by title only and waiving further reading thereof.

C. Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program

Department: Community Development

Recommendation: Approve the revised Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program Las Casitas.

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

RECLAMATION AUTHORITY

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

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1) Regular meeting held June 8, 2022

B. 2022 3rd Quarter Mining Report of Nine (9) SMARA Pits

Department: Public Works Engineering

Recommendation: Receive and file the report.

C. Investment Quarterly Report – June 30, 2022

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2022.

2. NEW BUSINESS

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

3. PUBLIC HEARING

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

4. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing and Reclamation Authorities, to be held on September 14, 2022, be posted at the City Hall, Library, and Post Office on September 9, 2022.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC, SA, HA and RA
Item C-1

Date: September 14, 2022

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

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

Issue: A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning September 14, 2022 through October 14, 2022

City Manager/Executive Director's Recommendation:

Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128 and Resolution No. RA 2022-07-034**, entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY AND THE BOARD OF THE RECLAMATION AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING SEPTEMBER 14, 2022 THROUGH OCTOBER 14, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Submitted / Prepared by:

Laura Nieto, Chief Deputy City Clerk

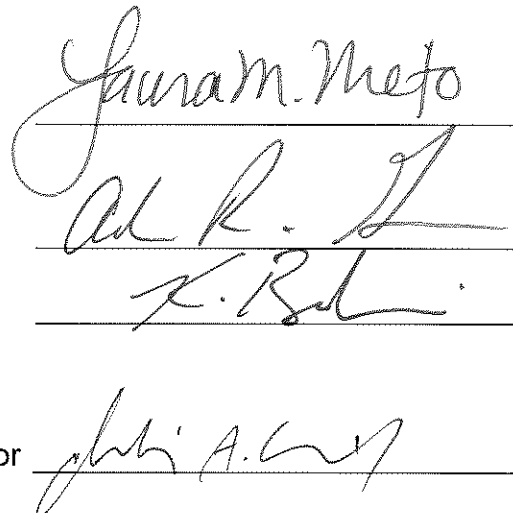
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

Since September 29, 2021, the City Council, jointly with the Successor Agency, Housing Authority and Reclamation Authority have adopted resolutions declaring an exemption under AB361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing. The City Council, Successor Agency, Housing Authority and Reclamation Authority (collectively, "City") have reviewed and adopted joint resolutions every month, ratifying the existence of a local emergency and authorizing remote hybrid meetings for all legislative bodies.

The State of California has implemented a phased rollback of the executive orders that were implemented due to COVID-19. Various remaining orders that were previously set to expire on June 30, 2022, were extended on June 17, 2022 for the duration of the state of emergency. The State's declared emergency continues to be in effect. Additionally, current guidance provided by the Los Angeles County Department of Public Health for reducing the risk of COVID-19 recommends social distancing from people outside your household when their vaccination status is unknown. As a result, the findings exist for the City to continue to conduct the public meetings under the AB 361 exemption, should this be the City's desire.

The attached joint resolution for the City Council, Successor Agency, Housing Authority and Reclamation Authority, make the findings necessary for the legislative bodies to declare an exemption under AB 361 as (1) there is an existing state of emergency declared by the Governor and (2) the Los Angeles County Department of Public Health's guidance recommends to social distance (about 6 feet away) from people outside your household or when vaccination status is unknown.

As a result, the joint Resolution modifies public meetings as follows:

- a. AB 361, attached to the Resolution as Exhibit A, regarding teleconference requirements allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) and indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;
- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

Fiscal Impact:

Conducting remote hybrid public meetings will require city staff to assist with the meeting and public participation, remotely or in-person. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the 30-day period beginning September 14, 2022 through October 14, 2022 is estimated to be approximately \$900.

Attachment:

1. Joint Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128 and Resolution No. RA 2022-07-034

**RESOLUTION NO. 2022-90-3340
RESOLUTION NO. SA 2022-91-3341
RESOLUTION NO. HA 2022-18-128
RESOLUTION NO. RA 2022-07-034**

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY AND THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING SEPTEMBER 14, 2022 THROUGH OCTOBER 14, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

WHEREAS, all meetings of the legislative body are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, the Brown Act under Government code section 54953(b)(3), allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

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

WHEREAS, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access

information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2021, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under Executive Order N-35-20; and

WHEREAS, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, but only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

WHEREAS, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown, resulting in the City Council's desire to adopt a resolution incorporating AB 361 and allowing for teleconference meetings; and

WHEREAS, at a special meeting held on September 29, 2021, the City Council adopted Resolution No. 2021-86-3298 declaring an exemption under the provisions of AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021; and

WHEREAS, on October 13, 2021, the Successor Agency and Irwindale Housing Authority adopted Resolution Nos. SA 2021-92-3304 and HA 2021-05-104, which ratified the action taken by the City Council; and

WHEREAS, on October 27, 2021 (joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105), November 10, 2021 (joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and Resolution No. HA 2021-07-106),

Resolution No. 2022-90-3340

Resolution No. SA 2022-91-3341

Resolution No. HA 2022-18-128

Resolution No. RA 2022-07-034

December 8, 2021 (joint Resolution No. 2021-109-3321, SA Resolution No. 2021-110-3322, HA Resolution No. HA 2021-09-108 and RA Resolution No. 2021-03-028), January 12, 2022 (joint Resolution No. 2022-02-3251, SA Resolution No. 2022-03-3252 and HA Resolution No. 2022-01-111), February 9, 2022 (joint Resolution No. 2022-11-3261, SA Resolution No. 2022-12-3262 and HA Resolution No. 2022-02-112), March 9, 2022 (joint Resolution No. 2022-20-3270, Resolution No. SA 2022-21-3271, Resolution No. HA 2022-04-114 and Resolution No. RA 2022-01-028), April 13, 2022 (joint Resolution No. 2022-30-3280, SA Resolution No. 2022-31-3281 and Resolution No. HA 2022-06-116), May 11, 2022 (joint Resolution No. 2022-45-3295, SA Resolution No. 2022-46-3296 and Resolution No. HA 2022-10-120), June 8, 2022 (joint Resolution No. 2022-57-3307, Resolution No. SA 2022-58-3308, Resolution No. HA 2022-13-123, and Resolution No. RA 2022-06-033); July 13, 2022 (Resolution No. 2022-68-3318, Resolution No. SA 2022-69-3319 and Resolution No. HA 2022-14-124), July 27, 2022 (Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326 and Resolution No. HA 2022-15-125) and August 24, 2022 (Resolution No. 2022-80-3331, Resolution No. SA 2022-81-3332 and Resolution No. HA 2022-16-126) respectively the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board reviewed and declared an exemption under AB 361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for a thirty day period.

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

SECTION 1. The City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board determine that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. The City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board hereby consider the conditions of the state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City of Irwindale, and reaffirm, reauthorize, and continue the existence of a local emergency throughout the City.

SECTION 3. The City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board hereby find that the state of emergency declared by Governor Newsom on or about March 4, 2020 remains active and local health agencies continue to recommend measures to promote social distancing, and that the risk of infection due to COVID-19 can cause an imminent risk to attendees to in-person meetings, despite vaccination status, but especially for unvaccinated attendees, and/or

those who are immunocompromised, thereby prompting the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board to reaffirm, reauthorize, and maintain the existence of a local emergency, as required by Government Code section 54953(e) *et seq.*

SECTION 4. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown. Based on such facts, findings, and determinations, the City Council Successor Agency Board, Housing Authority Board and Reclamation Authority Board authorize staff to conduct remote hybrid meetings for all public meetings regular and special, including City Council, Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, Irwindale Reclamation Authority Board of Commissioners, all City Commission and committee meetings, and any other meetings that would normally take place in the City Council Chambers under the provisions of Government Code Section 54953(e). As a result, the public meetings are modified as follows:

- a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements, allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations within the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;
- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;

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- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

SECTION 5. The City Manager/Executive Director or his designee is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, continuing to conduct open and public meetings in-person and remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all public meetings.

SECTION 6. Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

- a. The legislative body has reconsidered the state of emergency circumstances; and
- b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 7. The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on September 14, 2022 and shall be effective until the earlier of (i) October 14, 2022, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54593(e)(3) to extend the time during which the City's legislative bodies may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 14th day of September 2022.

Larry G. Burrola, Mayor/Chair

ATTEST:

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

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing joint Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128 and Resolution No. RA 2022-07-034 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 14th day of September 2022, by the following vote:

AYES: Councilmembers/Agency Members:

NOES: Councilmembers/Agency Members:

ABSTAIN: Councilmembers/Agency Members:

ABSENT: Councilmembers/Agency Members:

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

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Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

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

CC Item 1A1

AUGUST 24, 2022
WEDNESDAY
6:43 P.M.

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

ROLL CALL:

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

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Jamie Traxler, Assistant City Attorney Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

**COUNCILMEMBERS
ORTIZ, GARCIA, AND
BRECEDA**

Councilmembers Ortiz, Garcia, and Breceda each spoke on their attendance at the Independent Cities Association seminar held in San Diego this month.

COUNCILMEMBER COMMENTS

MAYOR BURROLA

Mayor Burrola spoke on the availability of scholarships through the Irwindale Scholarship Foundation. He thanked the Aquatics Division staff for the great Luau function held recently, and requested that the meeting be adjourned in memory of Joe Ray Nunez, Sr.

**MAYOR PRO TEM
AMBRIZ**

Mayor Pro Tem Ambriz commended Recreation and Aquatics staff on the success of the Music in the Park and Luau events.

**COUNCILMEMBER
ORTIZ**

Councilmember Ortiz echoed Mayor Pro Tem Ambriz's comments and reiterated his past requests to have a town-hall meeting to discuss the concerns of residents of Morada Street pertaining to the Panattoni-owned site nearby.

**COUNCILMEMBER
BRECEDA**

Councilmember Breceda concurred with the need to meet regarding the Morada Street residents' concerns, to which City Manager Miranda advised that staff will reach out to Panattoni representatives to set up the meeting requested by the Councilmembers.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

INTRODUCTION OF
IRWINDALE POLICE
LIEUTENANT JOSE
VARGAS

INTRODUCTION OF IRWINDALE POLICE LIEUTENANT JOSE
VARGAS

The introduction was made.

INTRODUCTION OF
IRWINDALE POLICE
SERGEANT MANUEL
CAMPOS

INTRODUCTION OF IRWINDALE POLICE SERGEANT MANUEL
CAMPOS

The introduction was made.

INTRODUCTION OF
HOUSING
COORDINATOR
FERNANDO LOPEZ

INTRODUCTION OF HOUSING COORDINATOR FERNANDO
LOPEZ

The introduction was made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

RECOGNITION OF
VINCENT FAMILARI,
IRWINDALE RESIDENT

RECOGNITION OF VINCENT FAMILARI, IRWINDALE RESIDENT

The recognition was made.

RECOGNITION OF
NATHAN ROMERO,
IRWINDALE RESIDENT

RECOGNITION OF NATHAN ROMERO, IRWINDALE RESIDENT

The recognition was made.

CHAMBER OF
COMMERCE BUSINESS
OF THE MONTH –
MARTIN MARIETTA

CHAMBER OF COMMERCE BUSINESS OF THE MONTH –
MARTIN MARIETTA

The presentation was made.

SAFER FROM
WILDFIRES
FRAMEWORK
PRESENTATION

SAFER FROM WILDFIRES FRAMEWORK PRESENTATION

The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

REBECCA BARBOSA

Rebecca Barbosa spoke in support of approval of the claim she and her husband presented against the city. She further stated that the Council is not obligated to follow the advice of the City Attorney, and asked the City Manager whether the subject can be placed on the Consent Calendar portion of a future Council meeting agenda, to which City Attorney Guerra recommended against placing the matter

on open session, and that further discussions, such as those related to a possible settlement, be placed under Closed Session.

- FRED BARBOSA Fred Barbosa spoke in support of approval of the claim he and his wife presented against the city.
- PAT GONZALES Pat Gonzales thanked staff for the Music in the Park concert series as well as the recent luau event. She particularly thanked Aquatics Supervisor Dan Grijalva and his staff for the wonderful work they are doing.
- VERONICA BARBOSA Veronica Barbosa spoke in support of recognizing the contributions of the city's founding mothers, and spoke of her efforts in fulfilling this goal. She further requested that a statue be erected in the Memorial Garden in the month of May to recognize the women that have made significant contributions to the city.
- SUZANNE GOMEZ Suzanne Gomez thanked Veronica Barbosa for the suggestion, congratulated Lieutenant Vargas and Sergeant Campos on their promotions, thanked the Police Department for increased park patrols and requested the creation of a Neighborhood Watch program, commended Recreation and Aquatics staff for their wonderful programs and events, and spoke in favor of building a water reclamation plant and other efforts to help alleviate climate change.

CONSENT CALENDAR

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

ITEM NO. 1A **MINUTES**

MINUTES

The following minutes were approved:

- 1) Special joint meeting held July 13, 2022
- 2) Special meeting held July 21, 2022
- 3) Special joint meeting held July 27, 2022
- 4) Regular meeting held July 27, 2022
- 5) Special joint meeting held August 15, 2022

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

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C **BILLBOARD DONATION-** **CITY OF HOPE'S WALK**

BILLBOARD DONATION – CITY OF HOPE'S WALK FOR HOPE 2022

FOR HOPE 2022
RESOLUTION NO.
2022-80-3330
ADOPTED

Resolution No. 2022-80-3330, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE CITY OF HOPE FOR THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO,” was adopted.

ITEM NO. 1D
AWARD OF CONTRACT
TO PROVIDE
PROFESSIONAL
DESIGN SERVICES
FOR TRAFFIC SIGNAL
AND INTERSECTION
SAFETY
IMPROVEMENTS AT
ARROW HWY AND
LIVE OAK AVE

AWARD OF CONTRACT TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR TRAFFIC SIGNAL AND INTERSECTION SAFETY IMPROVEMENTS AT ARROW HIGHWAY & LIVE OAK AVE (EAST); P-1039

1) The contract was approved and the City Manager was authorized to execute the agreement, subject to City Attorney approval as to form, with Iteris in the amount of \$46,220.00 for professional design services for traffic signal and intersection safety improvements at Arrow Highway and Live Oak Avenue (East); and 2) approve a 15% contingency in the amount of \$6,933.00 to cover any additional services required to address any unforeseen site conditions during the design process.

END OF CONSENT CALENDAR

ITEM NO. 1E
APPROVAL OF PLANS
AND SPECIFICATIONS
FOR TRAFFIC SIGNAL
MODIFICATIONS AT
ARROW HWY AND
VINCENT AVE

APPROVAL OF PLANS AND SPECIFICATIONS FOR TRAFFIC SIGNAL MODIFICATIONS AT ARROW HIGHWAY AND VINCENT AVENUE; P-980

DIRECTOR HANNA

Director Hanna presented the staff report.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz expressed his joy that this item is moving forward. He spoke on his efforts in furthering this project and noted the cooperation he received with Supervisor Hilda Solis as well as representatives of Azusa and the Los Angeles County Department of Public Works.

COUNCILMEMBER
GARCIA

Councilmember Garcia recommended that staff ask for the latest components in the signal controller cabinet, to which Assistant City Engineer Co advised that everything has been updated to the latest standards. He added that staff could look into obtaining a battery backup for the signal.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz also requested that the yellow lighting enhancements be placed on the signals, to which Assistant City Engineer Co stated that they could be added.

FRED BARBOSA Responding to a concern from Fred Barbosa, Assistant City Engineer Co advised that the signal features are determined based on accident history and intersection safety, and not by personal preferences.

MOTION A motion was made by Councilmember Ortiz, seconded by Councilmember Garcia, to 1) approve the plans and specifications for Traffic Signal Modifications at Arrow Highway and Vincent Avenue, 2) approve the Cooperative Agreement between Irwindale and Azusa, 3) approve the Agreement between Irwindale and Los Angeles County, 4) authorize the City Manager to execute both agreements after approval as to form by the City Attorney, and 5) authorize staff to solicit bids for construction of the project. The motion was unanimously approved.

ITEM NO. 1F
RELEASE OF BONDS
FOR PARCEL MAP
72864 – 16203-16233
ARROW HWY RELEASE OF BONDS FOR PARCEL MAP 72864 – 16203-16233
ARROW HIGHWAY (Continue from July 13, 2022)

COUNCILMEMBER
BRECEDA Councilmember Breceda declared a potential conflict of interest, refrained from discussing this matter, and exited the Council Chambers at 8:08 p.m.

DIRECTOR HANNA Director Hanna presented the staff report.

COUNCILMEMBER
ORTIZ Councilmember Ortiz expressed his preference to hold off on releasing the bonds until Panattoni addresses the concerns of the Morada Street residents, to which Director Hanna advised that the items of concern are unrelated to the subject bonds.

MAYOR PRO TEM
AMBRIZ Mayor Pro Tem Ambriz also stated his desire to release the bonds after the concerns of the residents of Morada Street are addressed, to which City Attorney Guerra recommended that the bonds be released since the work that the bonds covered has been completed. City Attorney Guerra further noted that releasing the bonds does not prevent the city from working with Panattoni on addressing the issues raised by the residents.

CITY MANAGER
MIRANDA City Manager Miranda added that the release of the bonds is necessary to proceed with other work at the site. He added that staff will coordinate a meeting with representatives of Panattoni to address the residents' concerns.

MOTION A motion was made by Councilmember Garcia, seconded by Mayor Burrola, to approve the release of the faithful performance, labor and material, and monument bonds for Parcel Map 72864. The motion was unanimously approved; Councilmember Breceda absent.

COUNCILMEMBER BRECEDA Councilmember Breceda returned to the Council Chambers at 8:15 p.m.

NEW BUSINESS

ITEM NO. 2A PROPOSED SENIOR CENTER HOURS OF OPERATION
PROPOSED SENIOR CENTER HOURS OF OPERATION

COUNCILMEMBER BRECEDA Councilmember Breceda declared a potential conflict of interest, recused himself from discussing this item, and exited the Council Chambers at 8:16 p.m.

DIRECTOR RODRIGUEZ Director Rodriguez presented the staff report.

MAYOR BURROLA As requested by Mayor Burrola, Director Rodriguez clarified the proposed hours of operation as well as staffing levels.

MOTION A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to approve the proposed Senior Center Hours of Operation to commence on Monday, August 29, 2022, as follows:

Mondays: 8 am to 5 pm
Tuesdays: 8 am to 5 pm
Wednesdays: 8 am to 7 pm
Thursdays: 8 am to 5 pm
Fridays: 8 am to 2:30 pm

The motion was unanimously approved; Councilmember Breceda absent.

ITEM NO. 2B CONSIDERATION OF RESOLUTION APPOINTING INTERIM POLICE CHIEF FOR A LIMITED DURATION OF TIME UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)
CONSIDERATION OF RESOLUTION APPOINTING INTERIM POLICE CHIEF FOR A LIMITED DURATION OF TIME UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)

CITY MANAGER MIRANDA City Manager Miranda presented the staff report.

COUNCILMEMBER ORTIZ Councilmember Ortiz requested that Chief Castro look into concerns of motorists speeding on Irwindale Avenue, between Arrow Highway and Cypress.

RESOLUTION NO.
2022-83-3333
ADOPTED

Resolution No. 2022-83-3333, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPOINTMENT OF AN INTERIM POLICE CHIEF FOR A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)," was adopted on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, and unanimously approved.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORT**

CITY MANAGER
MIRANDA

City Manager Miranda reported the following:

- 1) The City Clerk's Office has qualified Albert Ambriz, H. Manuel Ortiz, Rosemary Martinez, and Jason Hickman as candidates for the November 8, 2022, General Municipal Election.
- 2) The City of Hope's Parking Structure A has recently won the International Parking and Mobility Institute Award of Excellence in Architectural Design and the 2022 MPA Innovative Sustainability Project of the Year.
- 3) In-person homework help will be offered through the Library beginning September 13.
- 4) The Recreation Department has processed 103 bus passes and will continue processing applications as they are submitted.
- 5) MariachiFest will begin September 2.
- 6) The community enjoyed six weeks of Sunset Cinema and seven weeks of Music in the Park concerts during the summer.
- 7) The Senior Center is accepting registrations for Zumba Gold and the Mexican Independence Day Dance.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

COUNCILMEMBER
ORTIZ

Councilmember Ortiz reiterated his request to hold a town hall meeting to discuss the concerns of the Morada Street residents.

COUNCILMEMBER
BRECEDA

Councilmember Breceda also suggested placing this matter on the agenda to discuss the ideas he has to resolve the residents' issues.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to hold a meeting to discuss the concerns of the Morada Street residents. The motion was unanimously approved.

COUNCILMEMBER
ORTIZ

Responding to a comment by Councilmember Ortiz regarding an additional concern relating to a sign at the Morada Street / Arrow Highway intersection, Director Hanna advised that staff hired a traffic

consultant to study the intersection. His recommendations was to install a "no turn on red" sign. Staff also addressed the signal timing with a consultant, and determined that the timing will be adjusted to shorten the amount of time individuals must wait before turning right.

COUNCIL CONSENSUS Council consensus was reached to place this matter on a future agenda for full discussion.

ITEM NO. 5A
REQUEST BY MAYOR
PRO TEM REGARDING
COMMERCIAL
ELECTRICAL
VEHICLES

REQUEST BY MAYOR PRO TEM AMBRIZ REGARDING
COMMERCIAL ELECTRICAL VEHICLES

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz noted the impacts that air quality has on residents' quality of life, and requested that staff look into whether developers could consider using electric vehicles to mitigate environmental impacts. He requested that the matter be placed on a future agenda for discussion.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:42 p.m., in memory of Joe Ray Nunez, Sr.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
August 2022

Payroll Batch DATE OF ISSUE 8/11/22	406-08-22, 407-08-22 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	49,539.57
	14 Finance Department	29,944.09
	15 Summer Youth	3,442.50
	35 Police Department	217,799.62
	40 Recreation Department	30,596.20
	41 Aquatics Department	19,249.43
	42 Senior Citizens' Center	16,758.54
	44 Library	11,900.63
	51 Planning & Community Development	25,351.09
	52 Public Works - Engineering	30,441.52
	57 Public Works - Services	51,260.44
	Gross Payroll	488,014.78
	Required Deductions	(140,500.21)
	Voluntary Deductions	(16,435.54)
	Net Payroll	331,079.03
Payroll Batch DATE OF ISSUE 8/18/22	418-08-22 DEPARTMENT	AMOUNT
	13 City Administrative Office	1,003.50
	Gross Payroll	1,003.50
	Required Deductions	(185.35)
	Voluntary Deductions	-
	Net Payroll	818.15
Payroll Batch DATE OF ISSUE 8/25/22	420-08-22, 421-08-22, 422-08-22 DEPARTMENT	AMOUNT
	11 City Council	5,435.59
	13 City Administrative Office	48,427.95
	14 Finance Department	25,683.73
	35 Police Department	198,980.58
	40 Recreation Department	26,842.88
	41 Aquatics Department	20,929.62
	42 Senior Citizens' Center	16,785.88
	44 Library	12,971.56
	51 Planning & Community Development	26,401.19
	52 Public Works - Engineering	31,132.01
	57 Public Works - Services	51,121.39
	Gross Payroll	464,712.38
	Required Deductions	(131,780.88)
	Voluntary Deductions	(18,014.14)
	Net Payroll	314,917.36

Electronic Payments

August 2022

August 16 - 31, 2022



Number	Vendor Name	Date	Amount
ACH	CalPERS	8/25/2022	90.90
ACH	CalPERS	8/26/2022	84,845.10
ACH	CalPERS	8/29/2022	34.74
ACH	EDD	8/19/2022	106.65
ACH	Federal Tax	8/19/2022	17.99
ACH	EDD	8/26/2022	24,930.63
ACH	Federal Tax	8/26/2022	67,319.55
ACH	EDD	8/29/2022	2.48
ACH	Federal Tax	8/29/2022	6.54
ACH	Nationwide-457 Plan & Trust	8/25/2022	14,591.75
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	8/25/2022	3,382.00
ACH	ICMA	8/25/2022	13.39
ACH	PARS-FT	8/25/2022	26,451.09
ACH	PARS-PT	8/25/2022	2,680.19
	CJPIA Excess Pool	8/18/2022	4,386.54
	Report Total:		<u>228,859.54</u>

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 9/8/2022 7:55 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
77754	CARDEN01	Rudy Cardenas	08/18/2022	150.00
77755	KREN01	William Krenz	08/18/2022	4,821.37
77757	INGLE01	Inglewood Police Department	08/23/2022	300.00
77758	ALESHIRE	Aleshire & Wynder, LLP	08/25/2022	82,347.87
77759	ALESHIRE	Aleshire & Wynder, LLP	08/25/2022	71,240.10
77760	CALIFO56	California State Disbursement Unit	08/25/2022	604.15
77761	CALIFO57	California State Disbursement Unit	08/25/2022	143.07
77762	CITY01	City of Hope	08/25/2022	54.00
77763	ICEA	Irwindale City Employee Assoc.	08/25/2022	726.00
77764	IMEA	Irwindale Mgmt Employee Assoc.	08/25/2022	500.00
77765	IRWIND02	Irwindale Police Officers Assoc.	08/25/2022	3,288.10
77766	AMERIFID	American Fidelity Assurance	08/25/2022	7,318.50
77767	AMERIC34	American Fidelity Assurance Co	08/25/2022	2,733.64
77768	ARIAS01	Michael Arias	08/25/2022	284.72
77769	AT&T06	AT & T	08/25/2022	1,669.16
77770	AVILAR02	Robert Avila	08/25/2022	300.00
77771	FINOY	Yvonne Benner	08/25/2022	69.06
77772	NEST01	Blue Triton Brands, Inc.	08/25/2022	900.11
77773	CABI01	Nabor Cabibil	08/25/2022	300.00
77774	FRONT01	Frontier Communications	08/25/2022	16.00
77775	LEGAL03	Legal Shield	08/25/2022	37.90
77776	LOPEZ14	Veronica Lopez	08/25/2022	150.00
77777	NAVARR03	Isabel Marin	08/25/2022	1,820.53
77778	MARQ01	Rudy Marquez	08/25/2022	75.00
77779	OPTUM01	OptumRx, Inc.	08/25/2022	27,960.02
77780	PONCE04	Delicia Ponce	08/25/2022	52.32
77781	ROBLES03	Michael Robles	08/25/2022	300.00
77782	RODRIG14	Pedro Rodriguez	08/25/2022	75.00
77783	STGEO01	St. George's Medical Clinic	08/25/2022	745.00
77784	TPX 01	TPX Communications	08/25/2022	2,488.25
77785	verizonw	Verizon Wireless	08/25/2022	792.64
77786	VISION01	Vision Service Plan - (CA)	08/25/2022	1,583.09
77787	VISION01	Vision Service Plan - (CA)	08/25/2022	1,556.52
77788	ZEPEDA04	Dena Zepeda	08/25/2022	37.00
77789	ZEPEDA07	Priscilla Zepeda	08/25/2022	198.43
77790	AMAZON	Amazon	08/30/2022	780.59
77791	PETTYC05	City of Irwindale Petty Cash	08/30/2022	654.30
77792	AMBRIZ05	Albert Ambriz	08/30/2022	96.00
77793	BURROL08	Larry Burrola	08/30/2022	683.11
77794	ORANGE01	Orange County Sheriff's	08/30/2022	139.00
77795	ORANGE01	Orange County Sheriff's	08/30/2022	139.00
77796	AMAZON	Amazon	08/30/2022	9,307.38
77797	CTCT01	Columbia Telecommunications Corporator	08/30/2022	3,899.70
77798	ACOSTA01	Carol Acosta	09/01/2022	75.00
77799	AMERIFID	American Fidelity Assurance	09/01/2022	7,215.18
77800	AMERIC34	American Fidelity Assurance Co	09/01/2022	2,733.64
77801	AT&T02	AT & T	09/01/2022	33.64

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77802	AT&T06	AT & T	09/01/2022	1,769.04
77803	Ayala01	Leonor Ayala	09/01/2022	480.00
77804	NEST01	Blue Triton Brands, Inc.	09/01/2022	374.43
77805	PMIDEN	Delta Dental Insurance Company	09/01/2022	991.77
77806	PMIDEN01	Delta Dental of California	09/01/2022	13,586.79
77807	ESPINO05	Ernesto Espino	09/01/2022	1,500.00
77808	EVANS02	Gloria Evans	09/01/2022	75.00
77809	FLORE01	Karla Flores	09/01/2022	520.00
77810	FRONT01	Frontier Communications	09/01/2022	273.52
77811	GONZAL21	Angel Gonzalez	09/01/2022	75.00
77812	HOMEDE	Home Depot Credit Services	09/01/2022	1,107.88
77813	LEDEZMA	Erica Ledezma	09/01/2022	720.00
77814	MCIWOR	MCI Comm Service	09/01/2022	38.83
77815	NATION23	National Union Fire Insurance	09/01/2022	722.57
77816	NINJA01	NinjaRMM, LLC	09/01/2022	4,275.00
77817	ORTIZH	H. Manuel Ortiz	09/01/2022	26.64
77818	OSTERH01	Delfina Osterheim	09/01/2022	174.16
77819	STANDA01	Standard Insurance Co. RV	09/01/2022	459.95
77820	STANDA03	Standard Insurance Company	09/01/2022	2,644.25
77821	TEXAS01	Texas Life Insurance Co.	09/01/2022	3,558.59
77822	VISION01	Vision Service Plan - (CA)	09/01/2022	4,573.00
77823	VISION01	Vision Service Plan - (CA)	09/01/2022	4,583.96
77824	WAGONER	Pamela Wagoner	09/01/2022	350.00
77825	AGUILA07	Berlyn Aguila	09/01/2022	2,738.50
77826	NEST01	Blue Triton Brands, Inc.	09/01/2022	246.62
77827	BURTON01	Michelle Burton	09/01/2022	1,422.00
77828	FRAER01	Laura Fraer Snyder	09/01/2022	2,738.50
77829	FRAIJO02	John Fraijo	09/01/2022	1,841.00
77830	HOMEDE	Home Depot Credit Services	09/01/2022	1,644.94
77831	OLIVAR01	Theresa Olivares	09/01/2022	232.10
77832	STROBE03	Gary Strobehn	09/01/2022	169.00
77833	AZUSALW	Azusa Light & Water	09/01/2022	2,959.01
77834	CALIFO02	California American Water	09/01/2022	1,897.81
77835	SCE02	Southern California Edison	09/01/2022	4,143.24
77836	SCE02	Southern California Edison	09/01/2022	12,990.06
77837	SCE02	Southern California Edison	09/01/2022	22,046.29
77838	VALLEY01	Valley County Water District	09/01/2022	12,794.26
77839	VALLEY09	Valley View Mutual Water Co.	09/01/2022	83.66
77840	DIVISI01	Division of the State Architect	09/14/2022	339.75
77841	DUDEK01	Dudek	09/14/2022	10,920.00
77842	DURATE01	DuraTech USA, Inc.	09/14/2022	10,274.51
77843	FCG01	FCG Consultants Inc.	09/14/2022	30,649.95
77844	GEOLOG	Geologic Associates	09/14/2022	28,813.55
77845	JUSTIRE	Just Tires	09/14/2022	280.25
77846	PHASEII	PARS	09/14/2022	1,750.00
77847	TRAN01	Transtech Engineers, Inc.	09/14/2022	2,240.00
77848	A1PART	A-1 Party Rentals	09/14/2022	16,245.30
77849	ADVANT	Advantage Ford	09/14/2022	179.17
77850	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	09/14/2022	579.00
77851	ALLISO01	Allison Mechanical, Inc	09/14/2022	3,398.21
77852	B&BTIR	B & B Tires Service	09/14/2022	205.00
77853	BAKER01	Baker & Taylor Books	09/14/2022	383.98
77854	BARNEY	Barney's Locksmith Service	09/14/2022	738.68
77855	BILLST	Bill's Truck Repair, Inc.	09/14/2022	159.00
77856	BLACKA	Black & White Emergency Vehicles	09/14/2022	100.00
77857	BMI01	BMI	09/14/2022	391.00
77858	BRITEW	BriteWorks, Inc.	09/14/2022	11,181.64

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77859	CALIFO26	California Police Chiefs	09/14/2022	145.00
77860	CARQUEST	Carquest	09/14/2022	11.13
77861	CASC01	CASC Engineering & Consulting	09/14/2022	13,825.10
77862	CDW01	CDW Government	09/14/2022	327.27
77863	CHRISN01	Chris Nelson & Associates, Inc.	09/14/2022	8,970.00
77864	CINTAS	Cintas Corporation #693	09/14/2022	410.36
77865	CITYOF11	City of Azusa	09/14/2022	775.00
77866	DEPTOF02	County of LA Dept of Animal Care & Cont	09/14/2022	2,796.13
77867	CPRSCA	CPRS Park & Recreation	09/14/2022	165.00
77868	DEMCOI	Demco, Inc.	09/14/2022	224.78
77869	GCCON01	GC Construction Co Inc	09/14/2022	6,767.10
77870	GEOLOG	Geologic Associates	09/14/2022	36,599.25
77871	lGlendor	Glendora Chevrolet	09/14/2022	155.90
77872	HDL01	Hdl Software, LLC	09/14/2022	1,456.54
77873	INTELL01	Intelli-tech, Inc.	09/14/2022	74.22
77874	ITERIS	Iteris, Inc.	09/14/2022	4,272.20
77875	JCSPLU	JC's Plumbing & Backflow Svc	09/14/2022	150.00
77876	JOEAGO	Joe A. Gonsalves & Son	09/14/2022	4,750.00
77877	LAKESH01	Lakeshore Learning Materials	09/14/2022	223.84
77878	LANDSC	Landscape Warehouse III Inc.	09/14/2022	521.24
77879	LOSANG20	Los Angeles County Fire Dept.	09/14/2022	2,410.00
77880	MAINTE01	Maintex	09/14/2022	1,234.46
77881	MIDAS	Manuel C Muratalla	09/14/2022	997.86
77882	MERCUR	Mercury Fence Co., Inc.	09/14/2022	550.00
77883	MOUNT01	MNRO Holdings, LLC	09/14/2022	82.94
77884	MOBI02	Mobile Citizen, LLC	09/14/2022	480.00
77885	MOTOR01	Motorola Solutions, Inc.	09/14/2022	23,766.82
77886	PEARSO01	NCS Pearson, Inc	09/14/2022	33.00
77887	ORKINP	Orkin Pest Control	09/14/2022	954.00
77888	PERF03	Performance Elevator Contractors, Inc.	09/14/2022	720.00
77889	PROPRINT	Pro Printing, Inc.	09/14/2022	60.16
77890	PROFOR01	ProForce Law Enforcement	09/14/2022	196.89
77891	QUINN02	Quinn Company	09/14/2022	599.63
77892	RIOHON01	Rio Hondo College	09/14/2022	75.00
77893	SIRCHI	Sirchie Finger Print Lab. Inc	09/14/2022	375.68
77894	SOUTH06	South Coast AQMD	09/14/2022	1,096.96
77895	SWANK01	Swank Motion Pictures, Inc.	09/14/2022	915.00
77896	TUMBLE01	Tumbleweed Press Inc.	09/14/2022	1,278.40
77897	UNITED11	United Site Services of CA Inc	09/14/2022	589.50
77898	WESTCO05	West Coast Arborists, Inc.	09/14/2022	12,629.40
77899	WESTCO11	West Coast Lights & Sirens	09/14/2022	27,639.68
77900	HDSUP01	WHITE CAP, L.P.	09/14/2022	299.51
77901	WILLDAN	Willdan Financial Services	09/14/2022	2,030.54
Report Total (147 checks):				632,685.94

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1C

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: Ramiro Lopez vs. City of Irwindale.

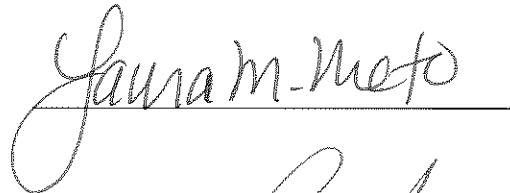
City Manager's Recommendation:

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

Administrative Action:

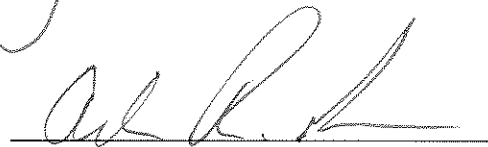
Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

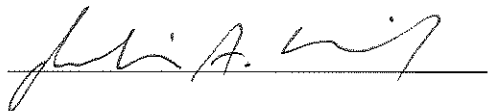


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On August 1, 2022, the City received a claim for damages from claimant Ramiro Lopez. Claimant Lopez alleges that his vehicle was damaged by a large rock in the roadway on Azusa Canyon Road near Cypress Street.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim because there were no reports to the City regarding a large rock in the roadway prior to the incident and the City did not have notice of the large rock in the roadway. . Accordingly, staff recommends that the City Council reject the claim because the City is not liable for maintaining a dangerous condition of public property. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received August 1, 2022



CARL WARREN & COMPANY
Claims Management and Solutions

A  VENBROOK Company

9/1/2022

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim : Ramiro Lopez V. City of Irwindale
Claimant : Ramiro Lopez
Member : City of Irwindale
Date Rec'd by Mbr : 08-01-2022
Date of Event : 07-21-2022
CW File Number : 3035299 JBV

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

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

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

Very truly yours,

Janice Baluyut

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

PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA License #2607296



CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706

RECEIVED

AUG 01 2022

**CITY OF IRWINDALE
CITY CLERKS DEPT.**

Clark's Official
Filing Stamp

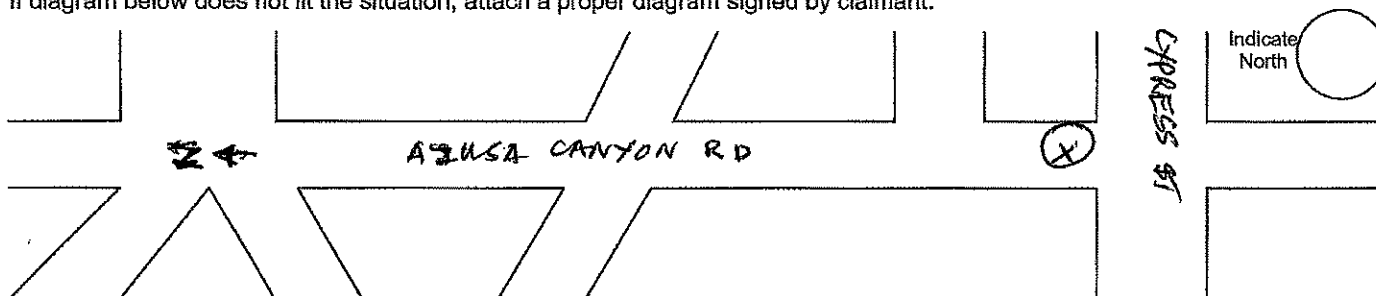
To: City of Irwindale		Claimant's Date of Birth [REDACTED]
Name of Claimant RAMIRO LOPEZ		Claimant's Occupation SHIPPING WORKER
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant		Business Telephone Number
Name and address to which you desire notices or communications to be sent regarding this claim: [REDACTED]		
When did DAMAGE or INJURY occur? Date: 07/21/2022 Time: 12 NOON If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Names of any City employees involved in INJURY or DAMAGE N.A.	
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: (PLEASE SEE ATTACHED LETTER DATED 21 JULY 2022 FOR MORE DETAILS) MY VOLKSWAGEN BEETLE WAS DAMAGED BY A LARGE STONE SITTING ON THE INNER LANE OF AZUSA CANYON ROAD (NEAR INTERSECTION OF CYRESS ST).		
Describe in detail how the DAMAGE or INJURY occurred. I WAS DRIVING MY VOLKSWAGEN BEETLE GOING SOUTH ON AZUSA CANYON ROAD GOING TO SAN BERNARDINO ROAD WHEN I HIT A LARGE STONE THAT WAS ON THE INNER LANE OF AZUSA CANYON ROAD. I COULD NOT AVOID THE STONE AS SWERVING TO THE OUTER OUTER LANE WOULD MAKE ME HIT THE VEHICLE BESIDE ME.		
Why do you claim the City of Irwindale is responsible? THE CITY OF IRWINDALE IS RESPONSIBLE THAT THE ROADS SHOULD BE MAINTAINED IN A MANNER TO MAKE IT SAFER FOR VEHICLE USERS. THE CITY IS NEGLIGENT TO CLEAN THE ROADS OF OBSTRUCTIONS OR MATERIALS TO MAKE PASSAGE SAFE & FREE FROM DANGER.		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. ENGINE OIL LEAKED DUE TO DAMAGED OIL PAN.		

Claimant's Name: RAMIRO LOPEZ		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. REPAIR OF ENGINE OIL PAN LABOR + MATERIALS ————— \$250.- 3 DAYS TRANSPORTATION — HOME TO WORK TO HOME ————— 75.- TOWING FROM 2221 SAN BERNARDINO ROAD TO AUTO SHOP ————— 90.- TOTAL \$515		
Give estimated amount of future losses due to INJURY or DAMAGE: SEE ABOVE		
Was damage and/or injury investigated by the police? <u>NO</u> If yes, what City? _____ Were paramedics or ambulance called? <u>NO</u> If yes, name City or ambulance _____ If injured, give name and address of your doctor and the date and time of your first visit: <u>N.A.</u>		
Doctors and Hospitals: <u>N.A.</u> Doctor _____ Address _____ Date Hospitalized _____ Hospital _____ Address _____ Date Hospitalized _____ Hospital _____ Address _____ Date Hospitalized _____		
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information: Name <u>ANDY LIM</u> Address <u>[REDACTED]</u> Phone <u>[REDACTED]</u> <u>[REDACTED]</u> Address <u>TORRANCE CA 90505</u> Phone _____ Name _____ Address _____ Phone _____		

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



SAN BERNARDINO RD

Signature of Claimant (if other than claimant, indicate relationship) [Signature]	Typed Name RAMIRO LOPEZ	Date 30 JUN 2022
---	--	---

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

July 27, 2022

Mrl. Julian Miranda
The City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
626-430-2200

Subject: Accident along Azusa Canyon Road cor Cypress Avenue on July 21, 2022

Dear Sir:

My name is Ramiro Lopez residing at [REDACTED] Duarte, CA 91010.

I would like to file a complaint on the accident that happened last Wednesday, July 21, 2022 at around 12 noon along Azusa Canyon Road corner Cypress Avenue. The facts are as follows:

1. I was driving my Volkswagen Beetle on the inner lane coming from the north along Azusa Canyon Road going to San Bernardino Road.
2. As I was approaching Cypress Avenue, I heard a "thud" sound beneath my car. My passenger, Andy Lim, asked me if we had hit something. I replied maybe just a stone which was on the middle of the street.
3. I was unable to avoid the stone as there was another car beside me on the outer lane.
4. When we alighted from the car (which was on the parking lot of West Covina Mini Storage), we saw a pool of engine oil splattered on the parking lot. **See Picture One.**
5. We could only guess at that time that the engine oil pan might have been damaged.
6. We decided to go back to the scene where we heard the thud sound and we saw the stone still lying along Azusa Canyon Road. **See Picture Two.**
7. We took pictures where the stone settled after it hit the bottom of the car. We then took a close-up picture of the stone and saw scarred marks. We picked up the stone as evidence.
8. The car was towed **at a cost of \$90** from West Covina Mini Storage located at 2221 San Bernardino Road, West Covina, CA to Carrillos Tires & Wheels Auto Shop located 4116 E. Live Oak Avenue, Arcadia CA.
9. Our guess was correct that the stone was able to punch a hole on the engine oil pan. **See Picture Three.**
10. The cost of the repair – materials **(\$190)** and labor **(\$160)** amounted to **US\$350.00.**
11. Of course, I had to request a friend to bring me to work & back home for the next 3 days **at a cost of \$75.**

I am seeking reimbursement for the cost of the repair as well as for the transportation cost from the City of Irwindale for the negligence in maintaining the safety of the road for the vehicle users. Had the City of Irwindale exercise due diligence in making the road safe, I would not have encountered this accident.

Trusting that you find everything in order.

Very truly yours,

Ramiro Lopez

[REDACTED]
Duarte, CA 91010 : Cell Phone No.: [REDACTED]

NAME <u>Ramiro Lopez</u>	PHONE
ADDRESS <u>[REDACTED]</u>	
CITY, STATE, ZIP <u>San Jose CA 95101</u>	
2ND AUTHORIZED NAME	PHONE

MATERIAL: ALL PARTS NEW UNLESS SPECIFIED: U-USED, R-REBUILT, RC-RECONDITIONED

QTY.	PART NO.	NAME OF PART	PRICE	WARRANTY YR
1		NEW OIL		
		OIL Pan		
5		oil		
1		NEW oil filter		
TOTAL PARTS				
MECHANICS RECOMMENDATIONS				
Estimated cost \$ Estimate Charge Basis for Charge				

RECEIVED (DATE & TIME) <u>07-21-01</u> A.M. P.M.		CUSTOMER'S ORDER NO.	PROMISED (DATE & TIME) A.M. P.M.
YEAR • MAKE • MODEL <u>2001 Buick</u>		SERIAL #/VIN	MOTOR #
LICENSE NO.		ODOMETER	WRITTEN BY
☐ LUBE ☐ OIL CHANGE ☐ FLUSH TRANS. ☐ FLUSH DIFF. ☐ WASH ☐ POLISH			
CHARGE FOR HAZARDOUS OR OTHER WASTE REMOVAL*			
<u>Replaced the new oil Pan mandator.</u> <u>changed oil and oil filter.</u>			
METHOD OF PAYMENT:		Daily Storage fee after repair work has been completed and customer has been notified. No charges shall accrue or be due and payable for a period of 3 working days from date of notification.	
☐ CHECK ☐ CHARGE ☐ CASH		LABOR ONLY	
LABOR		PARTS	
☐ FLAT RATE ☐ HOURLY ☐ BOTH		ACCESSORIES	
☐ RETAIN PARTS ☐ DESTROY PARTS		GAS, OIL & GREASE	
AUTHORIZED BY		MISC. MERCHANDISE	
		SUBLET REPAIRS	
		STORAGE FEE	
		TAX	
		TOTAL ►	

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
 I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, INCLUDING A COMPLETION DATE, IF MY FINAL BILL WILL EXCEED \$100. (\$50 in MD)

- ☐ I REQUEST A WRITTEN ESTIMATE. THE FINAL BILL MAY NOT EXCEED THIS ESTIMATE WITHOUT MY WRITTEN APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE, AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

*Checked lines apply (Preparer must check at least one):

- ☐ This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
☐ This amount includes a charge of \$_____, which is required under _____ law.

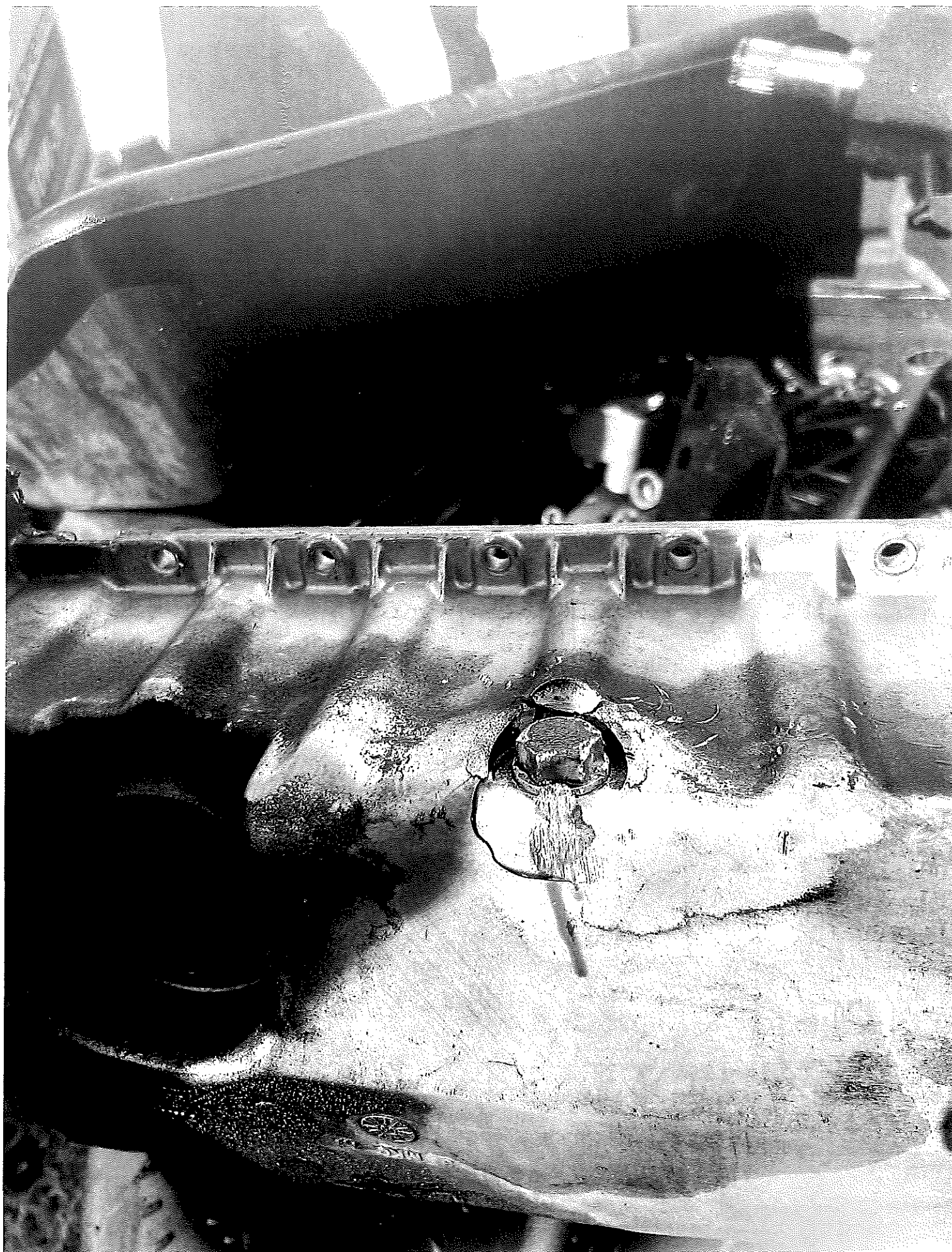
You are entitled by law to the return of all parts replaced, except those for which there is a core charge, unless you agree otherwise by initiating the following: _____ I do not desire the return of any of the parts that are replaced during the authorized repairs.

Estimate good for 30 days. Not responsible for damage caused by theft, fire, or acts of nature. I authorize the above repairs, along with any necessary materials. I authorize you and your employees to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of the repairs thereto. If I cancel repairs prior to their completion for any reason, a tear-down and reassembly fee of \$_____ will be applied.

SIGNED _____
 DATE _____

adams
 GT3870
 09-11

TOWING - \$90.00









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

City of
IRWINDALE
AGENDA REPORT

CC Item 1D

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: Heirs of Isaac Lefebre II vs. City of Irwindale

City Manager's Recommendation:

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

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk

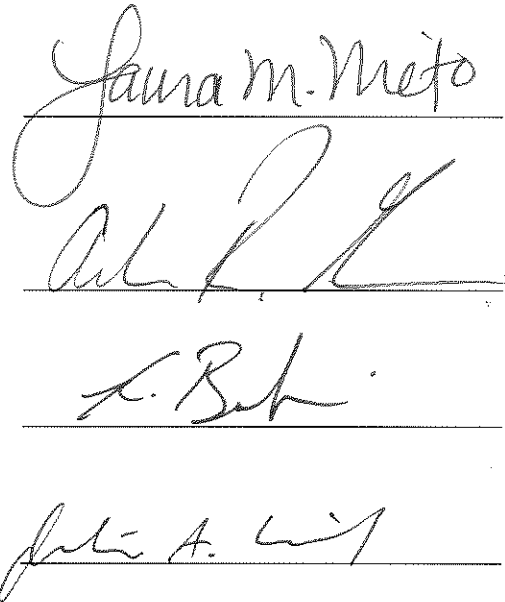
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Handwritten signatures of the administrative staff and City Manager, each on a horizontal line.

Background and Analysis:

On August 24, 2022, the City received a claim for damages from the Heirs of Isaac Lefebre II. Claimants allege that on February 20, 2022, Isaac Lefebre II was a passenger in a vehicle that was involved in an accident at or near Azusa Canyon Road and Cypress Street, causing him to sustain fatal injuries. It is claimed that the City of Irwindale failed to properly regulate the roadway causing a dangerous condition.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Accordingly, staff recommends that the City Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received August 24, 2022



A  VENBROOK Company

August 30, 2022

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim	:	Heirs of Isaac Lefebvre II vs. Irwindale
Claimant	:	Heirs of Isaac Lefebvre II, Decedent
Member	:	City of Irwindale
Date Rec'd by Mbr	:	8/24/22
Date of Event	:	2/20/22
CW File Number	:	3037686 GRV

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

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

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

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

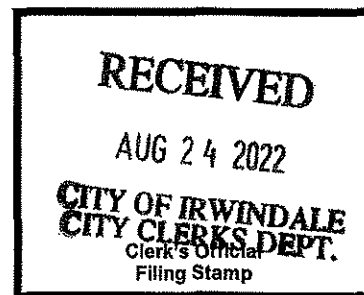
PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA License #2607296



CITY OF IRWINDALE
**CLAIM FOR DAMAGES
TO PERSON OR PROPERTY**

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim for must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706



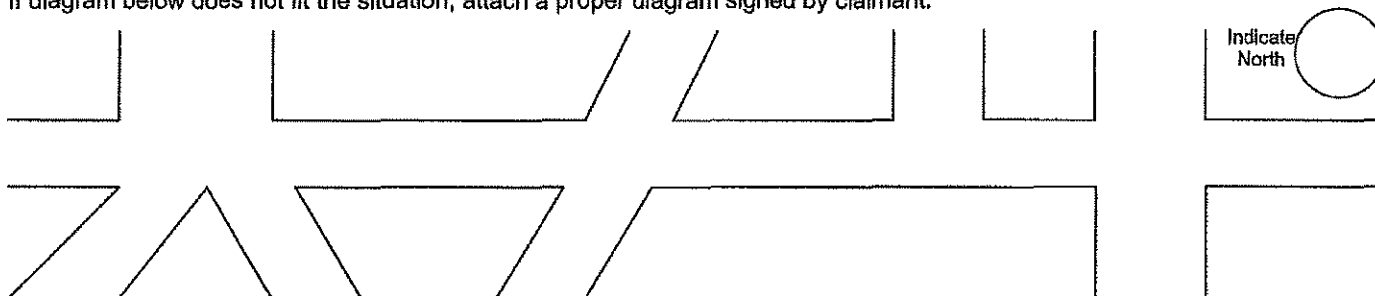
To: City of Irwindale		Claimant's Date of Birth Pending
Name of Claimant The Estate of Isaac Lefebre II		Claimant's Occupation N/A
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant		Business Telephone Number
Name and address to which you desire notices or communications to be sent regarding this claim: Downtown LA Law Group; 601 N. Vermont Ave., Los Angeles CA 90004		
When did DAMAGE or INJURY occur? Date: <u>02/20/2022</u> Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Names of any City employees involved in INJURY or DAMAGE Unknown	
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: Near intersection of Cypress St and Azusa Canyon Rd., Irwindale, CA 91706.		
Describe in detail how the DAMAGE or INJURY occurred. Mr. Lefebre II was a passenger in a vehicle that was involved in an accident causing him to sustain fatal injuries.		
Why do you claim the City of Irwindale is responsible? The City of Irwindale failed to properly regulate the roadway causing a dangerous condition.		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. Injuries resulted in death of Mr. Lefebre II.		

Claimant's Name: The Estate of Isaac Lefebre II		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. \$100,000,000.00; bodily injury, pain and suffering.		
Give estimated amount of future losses due to INJURY or DAMAGE: 		
Was damage and/or injury investigated by the police? <u> X </u> If yes, what City? <u> Irwindale </u> Were paramedics or ambulance called? <u> X </u> If yes, name City or ambulance <u> LAFD </u> If injured, give name and address of your doctor and the date and time of your first visit: 		
Doctors and Hospitals: Doctor <u> Pending </u> Address _____ Date Hospitalized _____ Hospital _____ Address _____ Date Hospitalized _____ Hospital _____ Address _____ Date Hospitalized _____		
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information: Name _____ Address _____ Phone _____ Name _____ Address _____ Phone _____		

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (If other than claimant, indicate relationship) Legal Assist. @ DTLA Law Group	Typed Name Jazmine Gomez obo The Estate of Isaac Lefebre II	Date 08/19/2022
--	---	---------------------------

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

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: Benjamin Lefebre, a minor vs. City of Irwindale

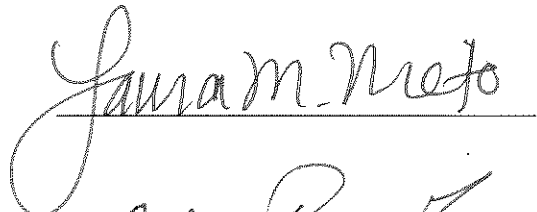
City Manager's Recommendation:

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

Administrative Action:

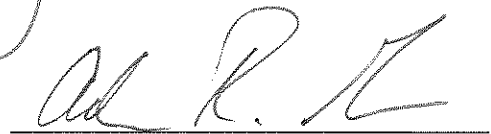
Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

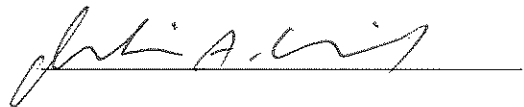


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On August 24, 2022, the City received a claim for damages from claimant Benjamin Lefebre, a minor. Claimant Lefebre alleges that on February 20, 2022 his father, Isaac Lefebre II, was a passenger in a vehicle that was involved in an accident at or near Azusa Canyon Road and Cypress Street, causing him to sustain fatal injuries. It is claimed that the City of Irwindale failed to properly regulate the roadway causing a dangerous condition.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Accordingly, staff recommends that the City

Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received August 24, 2022



A  **VENBROOK** Company

August 30, 2022

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim	:	Benjamin Lefebvre, a minor vs. Irwindale
Claimant	:	Benjamin Lefebvre, a minor
Member	:	City of Irwindale
Date Rec'd by Mbr	:	8/24/22
Date of Event	:	2/20/22
CW File Number	:	3037686 GRV

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

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

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

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA license #2607296



CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim for must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706

RECEIVED

AUG 24 2022

CITY OF IRWINDALE
CITY CLERK'S DEPT.
Filing Stamp

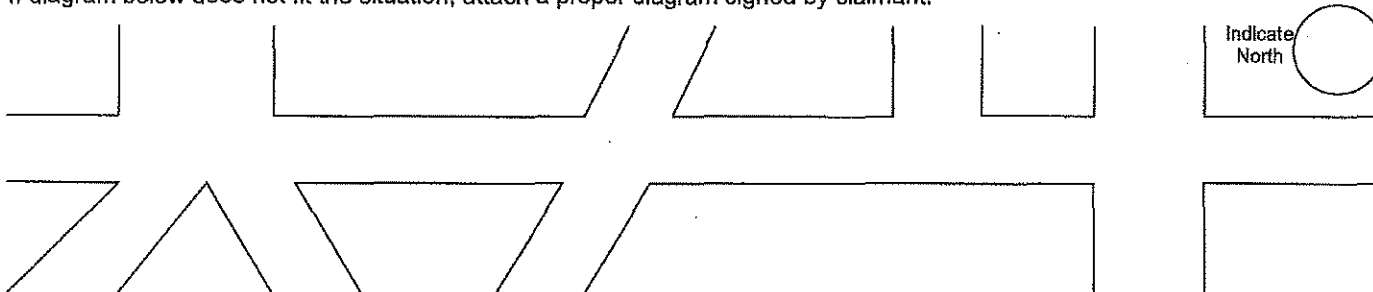
To: City of Irwindale		Claimant's Date of Birth [REDACTED]
Name of Claimant Benjamin Lefebre		Claimant's Occupation
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant		Business Telephone Number
Name and address to which you desire notices or communications to be sent regarding this claim: Downtown LA Law Group; 601 N. Vermont Ave., Los Angeles, CA 90004		
When did DAMAGE or INJURY occur? Date: 02/26/2022 Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Names of any City employees involved in INJURY or DAMAGE Unknown	
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: At or near Azusa Canyon Rd. & Cypress St., Irwindale, CA 91706		
Describe in detail how the DAMAGE or INJURY occurred. Mr. Lefebre's (a minor) father, Isaac Lefebre II, was a passenger in a vehicle that was involved in an accident causing him to sustain fatal injuries.		
Why do you claim the City of Irwindale is responsible? The City of Irwindale failed to properly regulate the roadway causing a dangerous condition.		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. Injuries resulted in death of Mr. Lefebre II.		

Claimant's Name: Benjamin Lefebre		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. \$100,000,000; Basis of Computation: Bodily injury and pain and suffering.		
Give estimated amount of future losses due to INJURY or DAMAGE: Pending		
Was damage and/or injury investigated by the police? <u>Yes</u> If yes, what City? <u>Pending</u>		
Were paramedics or ambulance called? <u>Yes</u> If yes, name City or ambulance <u>Pending</u>		
If injured, give name and address of your doctor and the date and time of your first visit: Pending		
Doctors and Hospitals:		
Doctor	<u>Pending</u>	Address _____ Date Hospitalized _____
Hospital	<u>Pending</u>	Address _____ Date Hospitalized _____
Hospital	_____	Address _____ Date Hospitalized _____
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:		
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (If other than claimant, indicate relationship) 	Typed Name Jazmine Gomez OBO Benjamin Lefebre	Date 8/19/2022
---	---	--------------------------

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

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1F
SA Item 1C
HA Item 1B

Date: September 14, 2022

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

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

Issue: Authorization To Invest Monies Into the Local Agency Investment Fund Account

City Manager/Executive Director's Recommendation:

That the City Council, Successor Agency and Housing Authority adopt Joint Resolution No. 2022-84-3334, Resolution No. SA 2022-85-3335, and Resolution No. HA 2022-17-127 entitled: **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND,"** reading by title only and waiving further reading thereof.

Administrative Action:

Submitted and Prepared by:

Kambiz Borhani, Finance Director/City Treasurer
(626) 430-2221



Reviewed by:

Adrian R. Guerra, City Attorney/General Counsel

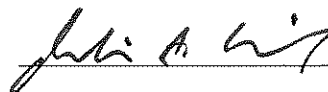
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager/Executive Director



Background and Analysis:

Irwindale has invested a portion of its surplus monies in the California Local Agency Investment Fund ("LAIF") since 1977 because of the convenience of having liquidity at a corresponding reasonable yield that LAIF provides to local government.

LAIF requires that no transaction can be processed in LAIF accounts without evidence that the individual requesting the transaction is authorized. The attached joint resolutions is to update the officers and successors in office that are authorized to make deposits into and withdrawals from monies in LAIF.

Fiscal Impact:

None.

Attachment:

Resolution No. 2022-84-334

Resolution No. SA 2022-85-3335

Resolution No. HA 2022-17-127

**RESOLUTION NO. 2022-84-3334
RESOLUTION NO. SA 2022-85-3335
RESOLUTION NO. HA 2022-17-127**

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

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Irwindale, Successor Agency to the Irwindale Community Redevelopment Agency (Successor Agency), and Irwindale Housing Authority each does hereby find that the deposit and withdrawal of money in the Local Agency Invest Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interest of the City of Irwindale, Successor Agency, and Irwindale Housing Authority; and

WHEREAS, each of the agencies desire to rescind their respective resolution numbers 2022-42-3292, SA 2022-43-3293, and HA 2022-09-119 that were adopted in May 11, 2022, and replace them with this joint resolution to update the officers to order the deposits or withdrawal of monies in the Local Agency Invest Fund.

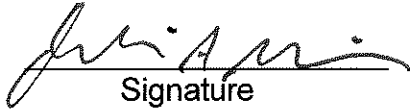
NOW, THEREFORE, the City Council of the City of Irwindale ("City Council") as Successor Agency to the Irwindale Community Redevelopment Agency, and the Board of Directors of the Irwindale Housing Authority does hereby find and determine as follows:

SECTION 1. The City Council/Board of Directors does hereby authorize the deposit and withdrawal of monies of the City of Irwindale, Successor Agency, and Irwindale Housing Authority in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq for the purpose of investment as provided therein; and

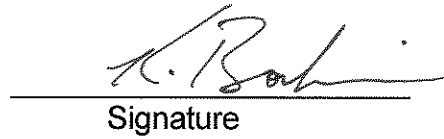
SECTION 2. The City Council/Board of Directors authorizes the following officers or their successors in office to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions completed hereby:

**Resolution No. 2022-84-3334
Resolution No. SA 2022-85-3335
Resolution No. HA 2022-17-127
Page 1**

Julian A. Miranda
City Manager/Executive Director


Signature

Kambiz Borhani
Finance Director/City Treasurer


Signature

Jeanette D. Duran
Finance Manager


Signature

SECTION 3. The Deputy City Clerk shall certify to the passage and adoption of these joint resolutions, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 14th day of September 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto
Deputy City Clerk

Resolution No. 2022-84-3334
Resolution No. SA 2022-85-3335
Resolution No. HA 2022-17-127

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Joint Resolution No. 2022-84-3334, Resolution No. SA 2022-85-3335, and Resolution No. HA 2022-17-127 adopted at an adjourned meeting of the City Council of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, and the Irwindale Housing Authority held on September 14, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1G

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: A RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL
EMERGENCY REGARDING THE COVID-19 PANDEMIC

City Manager's Recommendation:

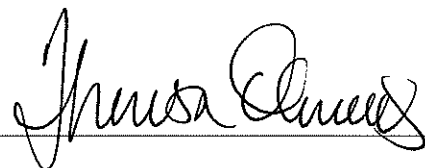
It is recommended that the City Council:

- 1) ADOPT RESOLUTION NO. 2022-92-3342 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44"**

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Iris Espino, Assistant to the City Manager

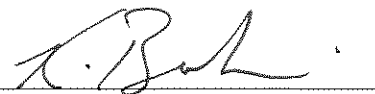


Reviewed by:

Adrian R. Guerra, City Attorney

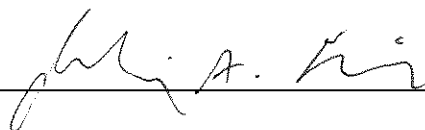
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

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

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

On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), August 25, 2021 (Resolution No. 2021-70-3282), and October 13, 2021 (Resolution No. 2021-90-3302), December 8, 2021 (Resolution No. 2021-124-3246), January 26, 2022 (Resolution No. 2022-08-3257), March 9, 2022 (Resolution No. 2022-23-3273), June 22, 2022 (Resolution No. 2022-66-3316), and July 27, 2022 (Resolution No. 2022-74-3324) the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19.

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

Fiscal Impact:

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

Attachment: Resolution No. 2022-92-3342

RESOLUTION 2022-92-3342

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

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

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

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

WHEREAS, On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), and August 25, 2021 (Resolution No. 2021-70-3282), October 13, 2021 (Resolution No. 2021-90-3302), December 8, 2021 (Resolution No. 2021-124-3246), January 26, 2022 (Resolution No. 2022-08-3257), March 9, 2022 (Resolution No. 2022-23-3273), June 22, 2022 (Resolution No. 2022-66-3316), and July 27, 2022 (Resolution No. 2022-74-3324) the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19; and

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

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

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

SECTION 2. The City Council does hereby extend the City's proclamation of local emergency due to COVID-19, as last ratified by the City Council in Resolution No. 2022-74-3324 on July 27, 2022, for a period of 60 days.

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

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

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

PASSED, APPROVED, AND ADOPTED this 14th day of September 2022.

Larry G. Burrola, Mayor

ATTEST:

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-92-3342 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of September 2022 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Approval of Plans and Specifications for the Irwindale Park Improvements Project Phase 4 & 5; P-1011

City Manager's Recommendation:

That the City Council (1) approve the plans and specifications for the Irwindale Park Improvements Project Phase 4 & 5; and (2) authorize staff to solicit bids for construction of the project.

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering / Building Official

Electronically Approved
By Director of Engineering/Building Official

Prepared by:

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

Electronically Approved
By Assistant City Engineer

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Theresa Olivares, Assistant City Manager

Electronically Approved

Background and Analysis:

The project for Irwindale Park Improvements Phase 4 & 5 ("Project") is identified in the City's Capital Improvement Program (CIP). The Project will provide ADA accessibility and compliance, renovate and reconstruct two (2) restroom facilities and a picnic/BBQ shelter, install one (1) new picnic shelter, and irrigation, amenities and landscaping.

Steven A. Ormenyi & Associates has prepared the plans and specifications for the Project, which includes the 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 Contract Code.

A set of the Project plans and specifications are available for review in the Office of the Director of Engineering.

Upon approval by the City Council, the Project will be advertised as required. The expected award of contract for City Council consideration will occur in October 2022.

This Project is categorically exempt from CEQA as it consists of replacement or reconstruction of existing facilities, pursuant to Section 15302(c) of CCR, Title 14, Division 6, Chapter 3 "Guidelines for Implementation of the California Environmental Quality Act".

It is therefore recommended that the City Council (1) approve the plans and specifications for the Irwindale Park Improvements Project Phase 4 & 5; and (2) authorize staff to solicit bids for construction of the project.

Fiscal Impact:

Funding for this Project is budgeted in the CIP Budget in the amount of \$3,376,583.68. The Project is funded by the General Fund and is accounted for in the Capital Projects Fund 48 (Account Number 48-80-800-45300-8231).

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager-
Issue: Award of Contracts for As-needed Construction Inspection Services

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into a professional services agreement with Z&K Consultants, Dudek, and FCG Consultants for as-needed construction inspection services in the amount of \$100,000 per contract, subject to approval as to form by the City Attorney.

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering / Building Official

Electronically Approved by
Director of Engineering/Building Official

Prepared by:

Luis Pimentel, Assistant Engineer
(626) 430-2259

Reviewed by:

Adrian Guerra, City Attorney

Electronically Approved by
City Attorney

Kambiz Borhani
Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Whenever work is done within the City's public right-of-way, contractors and utility companies are required to apply for an encroachment permit which allows them to perform construction work. This includes, but is not limited to, repairs or installation of new curb and gutters, sidewalk panels, driveway approaches, water or gas lines, fiber optic cables, electrical poles and restoration to City streets.

Inspection services for these permits can be requested 24 hours a day, seven days a week. The encroachment permit inspection function was re-assigned to the Engineering Division in July of 2021. Due to limited staffing and inspection requests during non-business hours (nights and weekends), staff cannot cover all inspections needed.

On July 28, 2022, staff issued a Request for Proposal (RFP) for As-needed Construction Inspection Services. The RFP was advertised in the San Gabriel Valley Tribune and also posted on the City's website. Staff received proposals from eight (8) qualified firms on August 11, 2022 with the following results:

Rank	Consultants	Inspector Hourly Rate	Sr. Inspector Hourly Rate
1	Z&K Consultants	\$130.00	\$133.00
2	Dudek	\$135.00	\$135.00
3	FCG Consultants	\$146.32	\$150.76
4	Transtech Engineers, Inc.	\$135.00	\$145.00
5	SA Associates	\$115.00	\$135.00
6	Onward Engineering	\$125.00	\$125.00
7	Wallace & Associates Consulting, Inc.	\$140.00	\$152.00
8	Syrusa Engineering, Inc.	\$165.00	\$165.00

Irwindale Municipal Code (IMC) 3.44.020 Definition of "Services" exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D). Based on a review of the proposals submitted, Staff evaluated each proposal received and ranked each firm based on experience, staff qualifications and availability.

Based on the rankings above, Staff recommends awarding contract agreements to Z&K Consultants, Dudek, and FCG Consultants based on each firm's project team's qualifications, experience, availability, and general thoroughness of the proposal.. Each individual contract has a not-to-exceed contract amount of \$100,000 (maximum) per year.

The contract term shall be one (1) year, but the City may exercise options for two (2) one-year extensions.

Additionally, Staff requests that these rankings remain in place for three (3) years. Should any of the three contract agreements reach the maximum contract amount of \$100,000, then Staff may select the next consultant or consultants on the list for City Council consideration and approval.

The City Attorney's office has reviewed and approved the contract agreements with all three firms.

Fiscal Impact:

None. The as-needed construction inspection services contract is a reimbursable contract. Contractors are required to submit a deposit in advance and utility companies are billed after the project is completed. All charges for the construction inspection services contracts will be deducted from the contractors' deposits.

Attachment(s):

- Contract Services Agreement between the City of Irwindale and Z&K Consultants for As-needed Construction Inspection Services
- Contract Services Agreement between the City of Irwindale and Dudek for As-needed Construction Inspection Services
- Contract Services Agreement between the City of Irwindale and FCG Consultants for As-needed Construction Inspection Services

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
DUDEK
FOR
AS-NEEDED CONSTRUCTION INSPECTION SERVICES**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 14th day of September, 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and Dudek, 1645 S. Rancho Santa Fe Rd., San Marcos, CA 92078 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Thousand and 00/100 Dollars (\$100,000) ("Contract Sum") per twelve-month period.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement,

Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total amount of Ten Thousand and 00/100 Dollars (\$10,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract

Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the

insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

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

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Dudek

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following construction inspection services, on an as needed basis, including but not limited to:

- A. Attend pre-construction meetings.
- B. Review shop drawings and submittals from contractor.
- C. Provide field inspections of work in progress to ensure compliance with plans and specifications.
- D. Take digital photos of each construction phase throughout the duration of a project.
- E. Serve as inspector of record (create redline on as-built drawings) for work inspected.
- F. Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
- G. Coordinate inspections with utility companies and contractors as necessary.
- H. Coordinate special testing and inspection work as required.
- I. Report instances of apparent non-compliance with contract plans, specifications to Public Works staff for resolution.
- J. Verify prevailing wages and payroll information.
- K. Verify progress payments
- L. Verify that work/construction conforms to the City of Irwindale Encroachment Permit – Rules and Regulations, the City of Irwindale Construction/Encroachment Permit Application, Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications, and California Manual on Uniform Traffic Control Devices latest edition of each of the above mentioned.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Daily Inspection Logs
- B. Photos before, during and after the project
- C. Incident reports
- D. Punch-list items

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

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

- A. George Litzinger, PE, Project Manager
- B. Marius Jaskula, PE, CCM, Construction Manager
- C. Jason Linsdau, Construction Manager
- D. Ryan Ruiz, PE, Construction Manager
- E. Bill Gallegos, Construction Manager
- F. Chad Costello, Construction Manager
- G. Garrett White, QSP, Construction Inspector
- H. Brian Arii, Construction Inspector
- I. John Griffin, Construction Inspector
- J. John Przybyszewski, Construction Inspector
- K. Brad Voorhees, Construction Inspector
- L. Tom Ramirez, Construction Inspector
- M. Al Olea, Construction Inspector

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the scope of services at the following rates:

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$185.00/hr
Senior Project Manager	\$175.00/hr
Construction Manager	\$160.00/hr
Project Manager	\$150.00/hr
Resident Engineer.....	\$150.00/hr
Construction Engineer.....	\$150.00/hr
On-site Owner's Representative	\$140.00/hr
Prevailing Wage Inspector	\$139.00/hr
Construction Inspector.....	\$135.00/hr
Administrator/Labor Compliance	\$100.00/hr

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$100,000 per twelve-month period beginning from the Effective Date of this Agreement, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services on an as-needed basis, in accordance with the schedule and deadlines established by the Contract Officer. The frequency of inspections shall be dependent on the nature of the project. Night and weekend inspections will require to remain onsite to monitor the job, ensure traffic control is in place and ensure that the City's and other utility company's infrastructure is not compromised.**
- II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof. The City may, in its sole and absolute discretion, extend the term for two (2) one-year periods.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
FCG CONSULTANTS, INC.
FOR
AS-NEEDED CONSTRUCTION INSPECTION SERVICES**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 14th day of September, 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and FCG Consultants, Inc., 22885 Savi Ranch Parkway, Suite G, Yorba Linda, CA 92887 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Thousand and 00/100 Dollars (\$100,000) ("Contract Sum") per twelve-month period.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total amount of Ten Thousand and 00/100 Dollars (\$10,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the

Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this

Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

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

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

FCG Consultants, Inc.

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following construction inspection services, on an as needed basis, including but not limited to:

- A. Attend pre-construction meetings.
- B. Review shop drawings and submittals from contractor.
- C. Provide field inspections of work in progress to ensure compliance with plans and specifications.
- D. Take digital photos of each construction phase throughout the duration of a project.
- E. Serve as inspector of record (create redline on as-built drawings) for work inspected.
- F. Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
- G. Coordinate inspections with utility companies and contractors as necessary.
- H. Coordinate special testing and inspection work as required.
- I. Report instances of apparent non-compliance with contract plans, specifications to Public Works staff for resolution.
- J. Verify prevailing wages and payroll information.
- K. Verify progress payments
- L. Verify that work/construction conforms to the City of Irwindale Encroachment Permit – Rules and Regulations, the City of Irwindale Construction/Encroachment Permit Application, Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications, and California Manual on Uniform Traffic Control Devices latest edition of each of the above mentioned.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Daily Inspection Logs
- B. Photos before, during and after the project
- C. Incident reports
- D. Punch-list items

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

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

- A. Abdallah (A.B.) Fakhouri, PE, QSD, Sr. Project Manager/Resident Engineer/Construction Manager
- B. William Viets, PE, Project Manager/Resident Engineer/CM/Structures Rep.
- C. Michael St. Jacques, PE, Project Manager/Resident Engineer/CM/Structures Rep.
- D. Casey Morales, Construction/Electrical/Permit Inspector
- E. Mark Korando, Construction/Electrical/Permit Inspector
- F. Don Lewis, Construction/Electrical Inspector
- G. Tyler Haddadin, EIT, Construction Inspector
- H. Moji Shahkarami, Construction/Electrical/Permit Inspector
- I. Gary Foster, Construction/Electrical/Permit Inspector
- J. Bill Fernandez, Construction/Electrical/Permit Inspector
- K. John Spath, Construction/Permit Inspector
- L. Shanton Rangi, Construction Inspector
- M. Anthony Moussa, Construction/Electrical/Permit Inspector
- N. David Alcala, Construction Inspector
- O. Sami Hamamdeh, Construction Inspector
- P. Peter Cagney, Construction Inspector
- Q. Walid Naouchi, Construction Inspector
- R. Joe Ruzicka, Construction/Electrical/Permit Inspector
- S. Tony Alfakhouri, Construction Inspector
- T. Leon Fuentes, Construction/Electrical Inspector
- U. Jasmine Fakhouri, Office Engineer
- V. Majed Moussa, Office Engineer
- W. Samar Alfakhouri, Office Engineer
- X. Jon Fanos, Administrative Technician

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the scope of services at the following rates:

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual hourly rate
	Straight	OT(1.5x)	OT(2x)	From	To	
Project Manager	\$ 231.68	\$ 347.51	\$ 463.35	8/11/2022	12/31/2022	\$ 95.00
	\$ 233.99	\$ 350.99	\$ 467.99	1/1/2023	12/31/2023	\$ 95.95
	\$ 236.33	\$ 354.50	\$ 472.67	1/1/2024	12/31/2024	\$ 96.91
	\$ 238.70	\$ 358.04	\$ 477.39	1/1/2025	12/31/2025	\$ 97.88
Construction Manager / Resident Engineer	\$ 231.68	\$ 347.51	\$ 463.35	8/11/2022	12/31/2022	\$ 95.00
	\$ 233.99	\$ 350.99	\$ 467.99	1/1/2023	12/31/2023	\$ 95.95
	\$ 236.33	\$ 354.50	\$ 472.67	1/1/2024	12/31/2024	\$ 96.91
	\$ 238.70	\$ 358.04	\$ 477.39	1/1/2025	12/31/2025	\$ 97.88
Structures Representative	\$ 231.68	\$ 347.51	\$ 463.35	8/11/2022	12/31/2022	\$ 95.00
	\$ 233.99	\$ 350.99	\$ 467.99	1/1/2023	12/31/2023	\$ 95.95
	\$ 236.33	\$ 354.50	\$ 472.67	1/1/2024	12/31/2024	\$ 96.91
	\$ 238.70	\$ 358.04	\$ 477.39	1/1/2025	12/31/2025	\$ 97.88
Roadway Inspector	\$ 146.32	\$ 219.48	\$ 292.64	8/11/2022	12/31/2022	\$ 60.00
	\$ 147.79	\$ 221.68	\$ 295.57	1/1/2023	12/31/2023	\$ 60.60
	\$ 149.26	\$ 223.89	\$ 298.53	1/1/2024	12/31/2024	\$ 61.21
	\$ 150.76	\$ 226.13	\$ 301.51	1/1/2025	12/31/2025	\$ 61.82
Structures Inspector	\$ 146.32	\$ 219.48	\$ 292.64	8/11/2022	12/31/2022	\$ 60.00
	\$ 147.79	\$ 221.68	\$ 295.57	1/1/2023	12/31/2023	\$ 60.60
	\$ 149.26	\$ 223.89	\$ 298.53	1/1/2024	12/31/2024	\$ 61.21
	\$ 150.76	\$ 226.13	\$ 301.51	1/1/2025	12/31/2025	\$ 61.82
Facilities Inspector	\$ 146.32	\$ 219.48	\$ 292.64	8/11/2022	12/31/2022	\$ 60.00
	\$ 147.79	\$ 221.68	\$ 295.57	1/1/2023	12/31/2023	\$ 60.60
	\$ 149.26	\$ 223.89	\$ 298.53	1/1/2024	12/31/2024	\$ 61.21
	\$ 150.76	\$ 226.13	\$ 301.51	1/1/2025	12/31/2025	\$ 61.82
Permit Inspector	\$ 146.32	\$ 219.48	\$ 292.64	8/11/2022	12/31/2022	\$ 60.00
	\$ 147.79	\$ 221.68	\$ 295.57	1/1/2023	12/31/2023	\$ 60.60
	\$ 149.26	\$ 223.89	\$ 298.53	1/1/2024	12/31/2024	\$ 61.21
	\$ 150.76	\$ 226.13	\$ 301.51	1/1/2025	12/31/2025	\$ 61.82
Electrical Inspector	\$ 146.32	\$ 219.48	\$ 292.64	8/11/2022	12/31/2022	\$ 60.00
	\$ 147.79	\$ 221.68	\$ 295.57	1/1/2023	12/31/2023	\$ 60.60
	\$ 149.26	\$ 223.89	\$ 298.53	1/1/2024	12/31/2024	\$ 61.21
	\$ 150.76	\$ 226.13	\$ 301.51	1/1/2025	12/31/2025	\$ 61.82
SWPPP Inspector	\$ 146.32	\$ 219.48	\$ 292.64	8/11/2022	12/31/2022	\$ 60.00
	\$ 147.79	\$ 221.68	\$ 295.57	1/1/2023	12/31/2023	\$ 60.60
	\$ 149.26	\$ 223.89	\$ 298.53	1/1/2024	12/31/2024	\$ 61.21
	\$ 150.76	\$ 226.13	\$ 301.51	1/1/2025	12/31/2025	\$ 61.82
Mechanical Inspector	\$ 146.32	\$ 219.48	\$ 292.64	8/11/2022	12/31/2022	\$ 60.00
	\$ 147.79	\$ 221.68	\$ 295.57	1/1/2023	12/31/2023	\$ 60.60
	\$ 149.26	\$ 223.89	\$ 298.53	1/1/2024	12/31/2024	\$ 61.21
	\$ 150.76	\$ 226.13	\$ 301.51	1/1/2025	12/31/2025	\$ 61.82
Public Outreach	\$ 97.55	\$ 146.32	\$ 195.10	8/11/2022	12/31/2022	\$ 40.00
	\$ 98.52	\$ 147.79	\$ 197.05	1/1/2023	12/31/2023	\$ 40.40
	\$ 99.51	\$ 149.26	\$ 199.02	1/1/2024	12/31/2024	\$ 40.80
	\$ 100.50	\$ 150.76	\$ 201.01	1/1/2025	12/31/2025	\$ 41.21
Office Engineer	\$ 97.55	\$ 146.32	\$ 195.10	8/11/2022	12/31/2022	\$ 40.00
	\$ 98.52	\$ 147.79	\$ 197.05	1/1/2023	12/31/2023	\$ 40.40
	\$ 99.51	\$ 149.26	\$ 199.02	1/1/2024	12/31/2024	\$ 40.80
	\$ 100.50	\$ 150.76	\$ 201.01	1/1/2025	12/31/2025	\$ 41.21
Scheduler	\$ 182.90	\$ 274.35	\$ 365.81	8/11/2022	12/31/2022	\$ 75.00
	\$ 184.73	\$ 277.10	\$ 369.46	1/1/2023	12/31/2023	\$ 75.75
	\$ 186.58	\$ 279.87	\$ 373.16	1/1/2024	12/31/2024	\$ 76.51
	\$ 188.44	\$ 282.67	\$ 376.89	1/1/2025	12/31/2025	\$ 77.27

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$100,000 per twelve-month period beginning from the Effective Date of this Agreement, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services on an as-needed basis, in accordance with the schedule and deadlines established by the Contract Officer. The frequency of inspections shall be dependent on the nature of the project. Night and weekend inspections will require to remain onsite to monitor the job, ensure traffic control is in place and ensure that the City's and other utility company's infrastructure is not compromised.**
- II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof. The City may, in its sole and absolute discretion, extend the term for two (2) one-year periods.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
Z&K CONSULTANTS, INC.
FOR
AS-NEEDED CONSTRUCTION INSPECTION SERVICES**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 14th day of September, 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and Z&K Consultants Inc., 473 E. Carnegie Drive, Suite 200, San Bernardino, CA 92400 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred Thousand and 00/100 Dollars (\$100,000)** ("Contract Sum") per twelve-month period.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total amount of Ten Thousand and 00/100 Dollars (\$10,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the

Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this

Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

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

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Z&K Consultants Inc

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

☐
☐
☐
☐

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following construction inspection services, on an as needed basis, including but not limited to:**
- A. Attend pre-construction meetings.
 - B. Review shop drawings and submittals from contractor.
 - C. Provide field inspections of work in progress to ensure compliance with plans and specifications.
 - D. Take digital photos of each construction phase throughout the duration of a project.
 - E. Serve as inspector of record (create redline on as-built drawings) for work inspected.
 - F. Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
 - G. Coordinate inspections with utility companies and contractors as necessary.
 - H. Coordinate special testing and inspection work as required.
 - I. Report instances of apparent non-compliance with contract plans, specifications to Public Works staff for resolution.
 - J. Verify prevailing wages and payroll information.
 - K. Verify progress payments
 - L. Verify that work/construction conforms to the City of Irwindale Encroachment Permit – Rules and Regulations, the City of Irwindale Construction/Encroachment Permit Application, Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications, and California Manual on Uniform Traffic Control Devices latest edition of each of the above mentioned.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Daily Inspection Logs
 - B. Photos before, during and after the project
 - C. Incident reports
 - D. Punch-list items
- III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

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

- A. Zack Faqih, MSCE, PE, QSD/P, CBO, ICC Cert, Senior Construction Manager
- B. Thomas Dawson, CBO, ICC Cert., Senior Construction Inspector
- C. Gregory Hunkle, CBO, ICC Cert., Senior Construction Inspector
- D. Noah Hernandez, Certified PW Inspector, Senior Construction Inspector
- E. Anthony Flores, Senior Construction Inspector
- F. Noah Hernandez II, Construction Inspector
- G. Jamil Borner, Construction Inspector
- H. Ahmad Alhroob, MSCE, Construction Inspector
- I. Omar Sharabi, BSCE, Construction Inspector
- J. Brittany Duhn, PE, QSD/P, Office Engineer/Labor Compliance Officer
- K. Farah Al-Dasouqi, Office Engineer/Labor Compliance Officer

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the scope of services at the following rates:

A – Hourly Rates*

- Project Representative/Senior Construction Manager	\$157
- Senior Construction Inspector.....	\$133
- Construction Inspector	\$130
- Office Engineer/Labor Compliance	\$128

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$100,000 per twelve-month period beginning from the Effective Date of this Agreement, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services on an as-needed basis, in accordance with the schedule and deadlines established by the Contract Officer. The frequency of inspections shall be dependent on the nature of the project. Night and weekend inspections will require to remain onsite to monitor the job, ensure traffic control is in place and ensure that the City's and other utility company's infrastructure is not compromised.**
- II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof. The City may, in its sole and absolute discretion, extend the term for two (2) one-year periods.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract for 2022 Topographic and Hydrographic Survey Project;
P-1048

City Manager's Recommendation:

That the City Council award a professional services contract in the amount of \$135,400.00 to Johnson-Frank and Associates for the Topographic and/or Hydrographic survey of eight (8) sand and gravel mines and authorize the City Manager to execute the contract on behalf of the City, subject to approval as to form by the City Attorney.

Administrative Action:

Submitted by:

Arsanious Hanna, Director of Engineering
City Engineer/Building Official
(626) 430-2200

Electronically Approved
by Director of Engineering
City Engineer/Building Official

Prepared by:

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

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved by
City Attorney

Kambiz Borhani,
Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

As Lead Agency under SMARA, the City of Irwindale Public Works Engineering Department's Mining and Reclamation Division conducts regular inspections of SMARA pits to ensure public safety and compliance within the operators' permit conditions.

A current and detailed topographic and/or hydrographic survey map will provide critical data for the monitoring of the following:

1. Permitted mining depth.
2. Amount of material extracted from the active mine sites.
3. Amount of material imported to backfill mine sites, which are currently being reclaimed.
4. Mining slopes above water and below water level.

The Mining and Reclamation Division prepared a Request for Proposals (RFP) for the Hydrographic and/or Topographic surveys of all active mining pits subject to SMARA regulations, including volume calculations for mining and reclamation activities. The RFP included two separate bid items, the topographic/hydrographic survey and the volume calculations. Although Kincaid Pit is grading site, not a mining site, because major earthwork has occurred on the site, it is being added to the sites list for a topographic survey only.

The RFP was sent to four engineering/surveying consulting firms with survey capabilities who have performed similar work for the City in the past. On July 28, 2022, three bids were received with the following results:

Consultant	Base Bid	Ranking
JOHNSON-FRANK & ASSOCIATES, INC.	\$135,400.00	1
CHRIS NELSON & ASSOCIATES, INC.	\$133,312.00	2
WESTLAND GROUP, INC.	\$161,000.00	3
COORY ENGINEERING	No Bid	4

Irwindale Municipal Code (IMC) 3.44.020 Definition of "Services" exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements. Based on a review of the proposals submitted, Staff have chosen to recommend Johnson-Frank and Associates, Inc. be awarded the 2022 Topographic and Hydrographic Survey Project based on the firm's direct project team's qualifications, experience, availability, and general thoroughness of the proposal. The City Engineer's past practice and experience for better quality of work has been to alternate the award of project amongst the most qualified bidders. Johnson-Frank and Associates, Inc. possesses a high degree of

professional, unique, specialized, or technical skill or expertise related to Topographic and or Hydrographic survey services, such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D).

Fiscal Impact:

Funding in the amount of \$135,400.00 for the Topographic and/or Hydrographic survey of the SMARA pits is to be paid for by the mining operators. Account No. 13-00-000-25100-4222 was created to collect all funds from the mining operators.

Attachment(s):

- Professional Services Contract Agreement

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1K

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to Extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products' Pit No. 2 Until December 31, 2022

City Manager's Recommendation:

That the City Council approve the request from United Rock Products, Inc. (United) to extend the hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until December 31, 2022 and re-evaluate United's request before granting another extension period. The extended hours of operation during this time period would be:

Monday to Friday 7 a.m. to 3 p.m.
Saturday 7 a.m. to 5 p.m. (Only 2nd and 4th Saturday of each month)

Administrative Action:

Submitted by:

Arsanious Hanna
Director of Engineering/Building Official
(626) 430-2200

Electronically Approved by
Director of Engineering/Building Official

Marilyn Simpson
Community Development Director
(626) 430-2209

Marilyn Simpson

Prepared by:

Francisco Carrillo
Construction Compliance Manager
(626) 430-2251

Francisco Carrillo

Reviewed by:

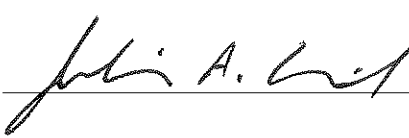
Adrian R. Guerra, City Attorney

Electronically Approved by
City Attorney

Kambiz Borhani,
Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On July 3, 2022, United Rock Products, Inc. (United) requested the City of Irwindale extend the hours of operation for transportation of excavated aggregates from the Olive Pit to URP-2. The request was made because of hardships for the trucking companies due to the increase in fuel costs and limited income earnings due to the reduced number of hours of operation (currently 6 hours per weekday). United stated they were having difficulty keeping hauling truck companies interested in this line of work and are at risk of losing trucks that meet air quality standards.

Per the Development Agreement (DA) for the Olive Pit, the hours of operation for transportation of excavated aggregates to URP-2 are:

Monday through Saturday 7 a.m. to 5 p.m.

Currently, United has operated at the following reduced hours which are consistent with the DA:

Monday to Friday	9 a.m. to 3 p.m.
Saturday	7 a.m. to 5 p.m.
(Shutting down 1 Saturday per Month when possible).	

The difference in hours of operation from current vs what is allowed per the DA is due to the lack of a new traffic signal that is required per the DA to allow safe ingress and egress to the Site. United has completed design of the traffic signal at the Olive Pit entrance and Los Angeles Street which was approved by City staff on August 22, 2022 and United is in the process of applying for an encroachment permit for the construction phase. Also, United is working in finalizing the design of the signal light at the intersection of Azusa Canyon Road and Los Angeles Street.

United is proposing the following hours of operation:

Monday to Friday	7 a.m. to 3 p.m. (which is 2 hours less than the DA allows)
Saturday	7 a.m. to 5 p.m. (Only 2 nd and 4 th Saturday of each month)

Based on staff assessment of United's request and in anticipation of the installation of the new traffic signal, Staff recommends approval of United's request to extend the hours of operation as indicated above until December 31, 2022. Staff also recommends that the City Council direct staff re-evaluate United's request for the period on and after January 1, 2023. United shall submit a new request or in the event no request is made, United shall revert to the current hours of operation:

Monday to Friday	9 a.m. to 3 p.m.
Saturday	7 a.m. to 5 p.m.
	(Shutting down 1 Saturday per Month when possible).

Fiscal Impact: None

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approval of California Automated Permit Processing (CalAPP) Grant Agreement between City of Irwindale and California Energy Commission

City Manager's Recommendation:

That the City Council (1) approve the grant agreement with the California Energy Commission (CEC) for the California Automated Permit Processing (CalAPP) Grant Award; (2) authorize the City Manager to execute the same upon approval as to form by the City Attorney; and (3) adopt Resolution No. 2022-86-3336 Authorizing the Appropriation of \$40,000 to a new account within Fund 35 (California State Grant Fund), which will be reimbursed up to \$40,000 by the CEC with the CalAPP Grant.

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering / Building Official

Electronically Approved by
Director of Engineering/Building Official

Prepared by:

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

Electronically Approved by
Assistant City Engineer

Reviewed by:

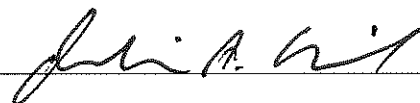
Adrian Guerra, City Attorney

Electronically Approved by
City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

California law, AB 2188 mandates every city, county, or city and county to develop a streamlined permitting process for the installation of small residential rooftop solar energy systems, and to administratively approve applications to install such systems through the issuance of a building permit or similar nondiscretionary permit.

In 2021, California Senate Bill 129 included an appropriation of \$20 million to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

To meet its clean energy goals, California needs new renewable and storage resources, including rooftop solar and storage projects. The CalAPP grant intends to encourage local government agencies to further enhance permitting processes and accelerate processing and turnaround time, particularly regarding plan review.

The City intends to implement an online, automated solar permitting platform such as SolarAPP+, which automates project plan review and produces code-compliant approvals to support building departments in quickly issuing permits for residential solar energy system installations. Up to \$40,000 of CalAPP funding is reimbursed to cities for adopting and implementing an online, automated permitting platform.

Upon approval by the City Council, the CalAPP Grant Agreement and a copy of adopted Resolution No. 2022-86-3336 will be submitted to the California Energy Commission as required to be eligible for CalAPP grant paid costs reimbursement.

Fiscal Impact:

Sufficient funding for this project will be made available by an appropriation of \$40,000 to a new account within Fund 35 (California State Grant Fund) upon the City Council's approval of the attached resolution. The City of Irwindale will be eligible to receive reimbursement of up to \$40,000 from the CalAPP Grant.

Attachment(s):

- California Automated Permit Processing (CalAPP) Grant Agreement
- Resolution No. 2022-86-3336



RECIPIENT City of Irwindale	AGREEMENT NUMBER APP-22-002
ADDRESS 16102 Arrow Hwy Irwindale, CA 91706	AGREEMENT TERM 07/13/2022 to 05/31/2027 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Application with Scope of Work
Exhibit B – APP General Terms and Conditions
Exhibit C – Contact List

Page(s): 4
 Page(s): 5
 Page(s): 1

REIMBURSABLE AMOUNT \$ 40,000
MINIMUM MATCH SHARE REQUIRED \$ 0
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH \$ 40,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, MS 18, Sacramento, CA 95814			

RESOLUTION NO. 2022-86-3336

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A GRANT AGREEMENT WITH THE CALIFORNIA ENERGY
COMMISSION FOR THE CALAPP GRANT AWARD AND AUTHORIZING THE
APPROPRIATION OF \$40,000 TO A NEW ACCOUNT WITHIN FUND 35
(CALIFORNIA STATE GRANT FUND), WHICH WILL BE REIMBURSED UP TO
\$40,000 BY THE CALIFORNIA ENERGY COMMISSION WITH THE CALIFORNIA
AUTOMATED PERMIT PROCESSING GRANT**

WHEREAS, California law, AB 2188, requires every city, county, or city and county to develop a streamlined permitting process for the installation of small residential rooftop solar energy systems, and to administratively approve applications to install such systems through the issuance of a building permit or similar nondiscretionary permit; and

WHEREAS, in 2021, California Senate Bill 129 included an appropriation of \$20 million to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting; and

WHEREAS, to meet its clean energy goals, California needs new renewable and storage resources, including rooftop solar and storage projects. The CalAPP grant intends to encourage local government agencies to further enhance permitting processes and accelerate processing and turnaround time, particularly regarding plan review; and

WHEREAS, the City of Irwindale shall implement an online, automated solar permitting platform such as SolarAPP+, which automates project plan review and produces code-compliant approvals to support building departments in quickly issuing permits for residential solar energy system installations; and

WHEREAS, up to \$40,000 of CalAPP funding is reimbursed to cities for adopting and implementing an online, automated permitting platform.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of Irwindale hereby approves the grant agreement with the California Energy Commission for the CalAPP Grant Award; and

SECTION 2. The City Council of the City of Irwindale hereby authorizes the City Manager, or his/her designee, to execute the same upon approval as to form by the City Attorney; and

SECTION 3. The City Council of the City of Irwindale hereby authorizes the Appropriation of \$40,000 to a new account within Fund 35 (California State Grant Fund), which will be reimbursed up to \$40,000 by the CEC with the CalAPP Grant; and

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

PASSED, APPROVED and ADOPTED this 14th day of September 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-86-3336 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of September 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract to provide Professional Environmental Services for the National Pollutant Discharge Elimination System (NPDES) and other related services

City Manager's Recommendation:

That the City Council (1) approve the award of contract and authorize the City Manager to execute an agreement, subject to City Attorney approval as to form, with CWE in the amount of \$132,122 for professional environmental services for the management of the National Pollutant Discharge Elimination System (NPDES) permit and other related services; (2) approve a 15% contingency in the amount of \$19,818.30 to cover any additional unforeseen services required; and (3) adopt Resolution No. 2022-87-3337 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$44,515.30 FROM THE MEASURE W FUND TRANSFER OUT ACCOUNT TO THE MEASURE W FUND CONTRACTUAL SERVICES ACCOUNT"

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering / Building Official

Electronically Approved by
Director of Engineering/Building Official

Prepared by:

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

Electronically Approved by
Assistant City Engineer

Reviewed by:

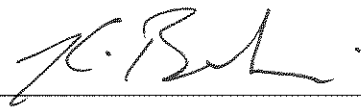
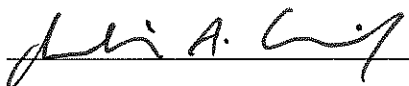
Adrian Guerra, City Attorney

Electronically Approved by
City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The City of Irwindale is subject to the Los Angeles Countywide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Water Sewer Permit (MS4 Permit), Order No. R4-2021-0175, from the California Regional Water Quality Board. The MS4 Permit requires permittees to develop and implement water quality control programs within their jurisdictions. These include NPDES storm water inspections at commercial and industrial facilities, public education, assisting property and business owners with applicable MS4 Permit(s) compliance, County and State storm water regulations, and appropriate document compliance requirements for existing and new development.

On March 8, 2022, staff issued a Request for Proposal (RFP) for Environmental Services for the National Pollutant Discharge Elimination System (NPDES) and other related services. Staff received proposals from six qualified professional environmental/water quality/civil engineering firms on May 2, 2022 with the following results:

CONSULTANT	RANKING	FEE PROPOSAL
CWE	1	\$ 132,122.00
CASC	2	\$ 144,893.00
NV5	3	\$ 147,056.09
TECS	4	\$ 113,950.00
Watearth	5	\$ 799,505.39
Langan	6	\$ 2,052,740.00

Irwindale Municipal Code (IMC) 3.44.020 Definition of "Services" exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy, which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D). Staff evaluated each proposal received by ranking each consultant based on technical competency, project understanding, experience, staff qualifications and availability. CWE was determined to be the most qualified firm for the program based on their submitted proposal and in-person team interview.

CWE has immense experience in providing public agencies assistance with their LA County MS4 permit. Of the firms who submitted proposals, CWE's team has the most interagency collaboration and grant applicant experience for the Safe Clean Water Program.

Staff recommends awarding the contract to CWE to provide environmental services for the National Pollutant Discharge Elimination System (NPDES) and other related services.

The attached contract agreement has been reviewed and approved by the City Attorney's office.

The initial contract term of this agreement will be one (1) year with an option to extend the contract for two (2) additional extended terms of two (2) years each. The total maximum contract term will be five (5) years.

In 2018, Los Angeles County voters passed the Safe Clean Water Program (Measure W) which provides cities with direct funding from revenues generated within their boundaries to improve water quality, continue water quality monitoring, implement public education and outreach, and further regional water resilience planning. The City anticipates receiving \$440,000 Measure W funds for Fiscal Year (FY) 2022-2023.

The City's NPDES and MS4 Permit Management Program manages, enforces, inspects, and maintains water quality projects and regional water resilience planning, and therefore, is eligible for Measure W funding per Los Angeles County Flood Control District Code of Ordinance 16.05 A.2.d.

Fiscal Impact:

The adopted budget for FY 2022-2023 includes sufficient amounts for this professional service contract. The total service fee will be \$151,940.30, of which, \$107,425 (71%) will be funded through General Fund (Storm Drain / NPDES account 01-52-523-42381-0000), and \$44,515.30 by Measure W Fund which requires a budget transfer from (Transfer Out account 30-52-555-49100-0000 to Contract Services account 30-52-555-42300-0000.) This transfer will also reduce Capital Improvement Program budget for SCWP Arrow Hwy Project account 48-80-800-8707-0000 from \$918,200 to \$873,684.70.

Attachment(s):

- Contract Agreement for Professional Consultant Services
- Resolution No. 2022-87-3337

**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE CITY OF IRWINDALE & CWE
FOR**

**ENVIRONMENTAL SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (NPDES) AND OTHER RELATED SERVICES**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 14th day of September, 2022 and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and CWE, 1561 E. Orangethorpe Ave Suite 240, Fullerton, CA 92831-5202 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Thirty Two Thousand One Hundred Twenty Two and 00/100 Dollars (\$132,122) ("Contract Sum").

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to fifteen percent (15%) of the Contract Sum but not exceeding a total amount of Nineteen Thousand Eight Hundred Eighteen and 30/100 Dollars (\$19,818.30) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

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

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

Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for the initial contract term of one (1) year with an option to extend the contract for two (2) additional extended terms of two (2) years each. The total maximum contract term will be five (5) years. Contract term extension is contingent upon the Director of Engineering/Building Official approval. Contract term extension will be exercised based upon the level of satisfaction with services provided by the Consultant.

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract

Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for

the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement

which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly

authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

CWE

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 1561 E. Orangethorpe Ave, Suite 240
Fullerton, CA 92831-5202

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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DESCRIPTION OF ATTACHED DOCUMENT

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☐
☐
☐
☐

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant will provide the required National Pollutant Discharge Elimination System (NPDES) Program Management services, including, but not limited to, the following Tasks (herein after referred to collectively as “Services”):

TASK 1: National Pollutant Discharge Elimination System (NPDES) and Municipal Separate Sewer Storm Drain System (MS4) Permit management and oversight for water quality and regional water resilience planning.

1. Develop a plan outlining how the City will stay in compliance with Baseline Requirements per the 2021 Municipal Separate Sewer Storm Drain System (MS4) permit, or the most recently approved Los Angeles Regional Water Quality Control Board, Municipal Separate Sewer Storm Drain System (MS4) Permit; and schedule a meeting with the City to discuss the developed plan.
2. Prepare an Implementation Plan Technical Memorandum (TM) that identifies required tasks and associated deadlines, implementation steps, program an implementation timeline, and provide record keeping and reporting recommendations to prepare the City for any potential audits.
3. Lead coordination; perform task scheduling, budget tracking, and invoicing.
4. Project management efforts include administration and management of the contract; coordination and communication with the City, and participation in monthly project status update meetings.
5. Prepare receiving water and outfall monitoring results in California Environmental Data Exchange Network (CEDEN) format semi-annually no later than December 15th and June 15th for the preceding January 1st to June 30th and July 1st to December 31st reporting period. Prepare individual annual report, watershed annual report, and Trash TMDL annual report no later than December 15th for the preceding July 1st to June 30th reporting period. Reports must be provided to the City as an editable document to allow for easy commenting and revision tracking prior to finalizing the report and submission to the LARWQCB.

TASK 2: Implement the City’s Integrated Monitoring Program in accordance with the SCWP Handbook for Municipalities consistent with SCWP goals.

1. Receiving Water Monitoring: Consultant will assist the City with establishing a cost share agreement with the RH/SGR WQG for receiving water monitoring at Peck Road Park Lake, coordination efforts for the existing cost share agreement with the USGR CIMP group, and receiving water monitoring data request and reporting. The cost share agreement with the RH/SGR WQG must be in place before the 2023-24 storm water season, unless the cost share agreement is denied by collaborating entities. CWE will provide a not-to-exceed cost estimate for performing the receiving water monitoring at Peck Road Park Lake for the 2022-23 storm season. Additional Receiving Water Monitoring will be performed by the USGR CIMP group at in-

stream mass emission stations; additional receiving water compliance points approved by the Regional Board's Executive Officer; and additional locations that are representative of impacts from Municipal Separate Sewer Storm Drain System (MS4) discharges. The City has identified the following locations that would best comply with receiving water monitoring:

- i. Los Angeles River Rio Hondo Reach 2 – Pending Coordination with the Rio Hondo/San Gabriel River Watershed Management Group
 - Peck Road Park Lake (RHSGR_PRP_LAKE)
 - ii. San Gabriel River Reach 3 in Coordination with the Upper San Gabriel River Watershed Group's Coordinated Integrated Monitoring Program
 - San Gabriel Reach 3 (S14)
 - Walnut Creek Wash (USGR_WCW_BP)
 - San Gabriel Reach 4 (USGR_R4_RAM)
 - iii. San Gabriel River Monitoring Station (Mass Emissions Station 14)
2. Storm Water Outfall Based Monitoring: Consultant shall prepare a schedule and constituent list for outfall monitoring at sites in the approved IMP, based on regulatory requirements, including applicable TMDLs, Basin Plan, and California Toxics Rule. Outfalls monitoring locations from which samples are collected are:
- i. Los Angeles River Rio Hondo Reach 2
 - Sawpit Wash (SAWPW-074A)
 - ii. San Gabriel River Reach 3
 - San Gabriel River (SGR-077)
 - Big Dalton Wash (BDW-027A)

** Consultant may perform sampling such as grab sampling but send their samples to a testing lab. Please ensure all costs including any outside agencies are accounted for in the proposal.*

TASK 3: Industrial and Commercial Facility Control Program to improve water quality and contribute to the attainment of water-quality requirements.

1. Conduct inspections on approximately 150 identified industrial and commercial facilities. Utilize CloudCompli software to create new inspection report and fill in general site information prior to assessing site conditions.
2. Take note of BMPs implemented, assess BMP effectiveness, identify BMP deficiencies, document non-storm water discharges and illicit connections, comment on missing BMPs identified in facility's SWPPP and photograph areas of concern. Work with facility manager/responsible party to identify deficiencies and provide examples of BMP solutions to implement and mitigate deficient conditions.

3. When deficiencies are identified, inspector will add deficiency and provide detailed descriptions, photo documentation, corrective actions and a correction due date on the facilities report on CloudCompli.
4. Monitor and provide enforcement services, including distributing Notice of Correction (NOC) the first time a facility is identified as noncompliant and Notice of Violation (NOV) with associated fines after (1) follow-up inspection. Following the enforcement actions, facilities will be revisited to ensure continuation of implemented BMPs and illicit connection/discharge elimination. Consultant must keep the City informed of major findings, violations, and/or discharge violations immediately ensure appropriate steps and enforcement actions.

TASK 4: Illicit Connections and Illicit Discharge (IC/ID) Program to reinforce improve water quality and contribute to the attainment of water-quality requirements by detecting and eliminating IC/ID.

1. Implement an illicit connection/discharge Program to detect and facilitate the elimination of illicit discharges and improper disposal into storm drains. Update the City's IC/ID program and identify additional mechanisms for public reporting.

TASK 5: New Development and Re-Development Effectiveness Tracking implementation to improve water quality and contribute to the attainment of water-quality requirements by addressing pollutant runoff from development projects.

1. Inspect new and re-development for post-construction BMPs to verify the proper functionality and maintenance activities. Prior to the field inspection, inspector will review the approved LID plan to determine the post-construction structural BMP type(s) and location(s) onsite. City to provide approved LID plan, including the Operations and Maintenance (O&M) Plan and Maintenance Agreement.
2. Inspector will utilize CloudCompli application on iPad during field inspection to upload photo documentation, record observations and comments, and indicate observed deficiencies to complete the facility inspection report.
3. Consultant must keep the City project manager informed of major deficiencies, discharge violations, and actions that will require City enforcement. Enforcement actions will be incorporated into the CloudCompli inspection report after City approval.

TASK 6: Public Information and Participation & Public Agency Activities Programs in accordance with the SCWP Handbook for Municipalities. Ensure storm water programs such as public education and BMP programs are consistent with SCWP goals.

Public Agency Activities Program: Assist the City with reviewing and evaluating the City of Irwindale's Public Agency Activities Program on an as-needed basis. The following elements will be discussed and evaluated for City owned and/or operated facilities:

- Public Construction Activities Management

- Public Facility Inventory and Inspections
- Inventory of Existing Development for Retrofitting Opportunities
- BMPs for Public Agency Facilities and Activities
 - Vehicle and equipment washing
 - Storm drain operation and maintenance
 - Road reconstruction
 - Streets and roads pollutant management
 - Parking facilities maintenance
 - Emergency procedures
- Landscape, Park, and Recreational Facilities Management

TASK 7: Conditional Waiver for Peck Road Park

Follow and meet the LARWQCB Conditional Waiver of Waste Discharges of Trash from Nonpoint Sources in Waterbodies Subject to Total Maximum Daily Loads for Trash Requirements for reinforcement of regional water quality planning and coordination. Coordinate with the Rio Hondo and San Gabriel River Water Quality Group to meet the requirements of implementing BMPs and a Minimum Frequency of Assessment and Collection (MFAC) program, and submit a new trash monitoring and reporting program (TMRP).

TASK 8: Trash TMDL Compliance - DGR Trash Study

Conduct a Trash TMDL Daily Generation Rate (DGR) Study as part of the annual LA River Trash TMDL Compliance Report and in compliance with SCWP trash capturing program goals on an annual basis. The DGR is determined from direct measurement of trash deposited in the drainage are during a 30-day period between June 22nd to September 22nd. Use method for a DGR study provided in the Los Angeles River Trash TMDL Staff Report. Prepare DGR report to summarize the method, field observations, and results.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

TASK 1:

- i. Initial schedule for permit schedule, quarterly updates of permit compliance, annual report with associated watershed report.
- ii. Prepare and provide City with National Pollutant Discharge Elimination System (NPDES) Program Implementation Plan TM.
- iii. One (1) kickoff meeting and eleven (11) monthly meetings.
- iv. One (1) annual report with associated watershed report and two (2) semi-annual CEDEN submittals.

TASK 2:

- i. CIMP group and MES coordination and communication. Cost share agreement with San Gabriel River Watershed entities for receiving water monitoring.
- ii. Four wet-weather sampling events and associated summary emails; LACFCD Access Permit if possible. Copies of receiving water monitoring data for the 2022-23 storm water season for Peck Road Park Lake, copies of mass emissions stations monitoring data,

updates on cost share agreements and yearly monitoring.

TASK 3: Utilize City software system database, CloudCompli, to inspect industrial/commercial facilities and provide the City with inspection forms and photo documentation of facilities. Follow-up documentation and correspondence with facility if required.

TASK 4: Updated City IC/ID Program procedures for conducting source investigation, IC/ID elimination and identifying mechanisms for public reporting all on editable Word documents.

TASK 5: Utilize City software system database, CloudCompli, to conduct post construction BMP inspections, reports and photo documentation. Follow-up documentation, enforcement actions and correspondence with facility if required.

TASK 6: Updated public facility and activity inventory and GIS database; public agency activities program review TM.

TASK 7: Conditional Waiver requirements for Peck Road Park Lake.

TASK 8: Completed DGR Report, ready to submit.

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

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

- a. Principal-in-Charge/QA-QC Manager – Jason Pereira, PE, CPSWQ, QSD/P, QISP, CGP/IGP-ToR
- b. Project Manager – Nan Jia, PE, QSD/P
- c. Assistant Project Manager– Ryan Kearns
- d. Technical Resources – Gerry Greene, DEnv, PE, QEP, QSD/P
- e. Technical Resources – Alexa Reasoner

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the Services provided pursuant to the terms of this Agreement, Consultant shall provide the Services at the cost and hourly rate as provided below. Expenses not listed below will not be reimbursed by the City, and no hourly fees or mileage will be charged for travel to and from City Hall.

I. Consultant shall perform the following Services at the following rates:

Fee Schedule

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Principal (Jason Pereira)	\$283
Senior Project Manager (Gerald Greene)	\$270
Project Manager (Nan Jia)	\$237
Technical Manager	\$223
Task Leader	\$197
Principal Engineer	\$190
Senior Engineer (Chris Pendroy)	\$167
Project Engineer (Steven Bell)	\$161
Staff Engineer (Tammy Takigawa)	\$139
Assistant Engineer (Angellique Silvestre, Aaron Esparza-Almaraz)	\$112
Senior Environmental Scientist (Allen Xie)	\$169
Environmental Scientist (Ryan Kearns)	\$135
Environmental Analyst (Alexa Reasoner)	\$101
<u>Construction Services</u>	
Construction Manager	\$197
Senior Construction Inspector	\$150
Construction Inspector	\$133
<u>Field Survey</u>	
Licensed Surveyor	\$183
3-Person Survey Crew	\$294
2-Person Survey Crew	\$208
<u>Support Services</u>	
Landscape Architect	\$185
GIS Specialist (Carlos Wilderman)	\$132
Senior Engineering Technician	\$106
Engineering Technician (Luis Cruz)	\$93
CADD Designer (William Boeck)	\$87
Project Coordinator (Diane Caballero, Lidia Serrano)	\$130
Administrative Assistant (Sidney Acero)	\$90
<u>General</u>	
Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Specialized Computer Applications (per hour)	\$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	\$12/hour
Field Vehicle – Daily	\$80/day
Field Vehicle – Monthly	\$1,500/month
B&W Photocopies (per page)	\$0.10
Color Photocopies (per page)	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.

- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$132,122, as provided in Section 2.1 of this Agreement.**
- IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for the initial contract term of one (1) year with an option to extend the contract for two (2) additional extended terms of two (2) years each. The total maximum contract term will be five (5) years. Contract term extension is contingent upon the Director of Engineering/Building Official approval. Contract term extension will be exercised based upon the level of satisfaction with services provided by the Consultant.

RESOLUTION NO. 2022-87-3337

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$44,515.30 FROM THE
MEASURE W FUND TRANSFER OUT ACCOUNT TO THE MEASURE W FUND
CONTRACT SERVICES ACCOUNT**

WHEREAS, 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; and

WHEREAS, the Municipal Program of Measure W will receive 40% of the funding collected and provides cities with direct funding from revenues generated within their boundaries to improve water quality, continue water quality monitoring, implement public education and outreach, and further regional water resilience planning; and

WHEREAS, as its meeting of July 22, 2020, the City Council of the City of Irwindale approved the transfer agreement for the Municipal Program between the City of Irwindale and the Los Angeles County Flood Control District to receive Measure W funds and established a new revenue fund to track the new funding source; and

WHEREAS, the City anticipates receiving Measure W funds for Fiscal Year (FY) 2022-2023 totaling \$440,000; and the division of Measure W funds shall be at least 70% for Measure W projects and up to 30% for approved maintenance; and

WHEREAS, on March 8, 2022, staff issued a Request for Proposal (RFP) for Environmental Services for the National Pollutant Discharge Elimination System (NPDES) and other related services. CWE was determined to be the most qualified firm for the program based on their submitted proposal and in person team interview with an agreement amount of \$132,122 and a 15% contingency of \$19,818.30, for a total of \$151,940.30 for FY 2022-2023; and

WHEREAS, the City's adopted budget for FY2022-2023 includes sufficient funding for this professional service contract. General Fund (Storm Drain / NPDES account 01-52-523-42381-0000) will fund \$107,425 (71%), and the remaining \$44,515.30 will require a budget transfer from Measure W Fund (Transfer Out account 30-52-555-49100-0000 to Contract Services account 30-52-555-42300-0000.) This budget transfer will result in the reduction of Capital Improvement Program overall budget of SCWP Arrow Hwy Project account 48-80-800-8707-0000 from \$918,200 to \$873,684.70.

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

SECTION 1. The City Council of the City of Irwindale hereby approves the budget transfer of \$44,515.30 from Measure W Fund (Transfer Out account 30-52-555-49100-0000 to Contract Services account 30-52-555-42300-0000); and

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

PASSED, APPROVED and ADOPTED this 14th day of September 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-87-3337 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of September 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

SA Item 1A1

**AUGUST 24, 2022
WEDNESDAY
8:42 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 Albert F. Ambriz;
Mayor Larry G. Burrola

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Jamie Traxler, Assistant City Attorney; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

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

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Special Joint Meeting held July 13, 2022
- 2) Special Joint Meeting held July 27, 2022
- 3) Regular Meeting held July 27, 2022

**ITEM NO. 1B
WARRANTS**

WARRANTS

None for approval

END OF CONSENT CALENDAR

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:42 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**JULY 13, 2022
WEDNESDAY
5:08 P.M.**

The Irwindale **CITY COUNCIL, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY, and HOUSING AUTHORITY** met in special joint session at the above time and place.

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager / Executive Director;
Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Ortiz absent at the time of the Roll Call vote.

**ITEM NO. 1A
A RESOLUTION TO
RE-RATIFY THE
EXISTENCE OF A
LOCAL EMERGENCY
AND AUTHORIZE
REMOTE MEETINGS
FOR THE LEGISLATIVE
BODIES OF THE CITY
OF IRWINDALE FOR
THE 30-DAY PERIOD
BEGINNING JULY 13,
2022 THROUGH
AUGUST 12, 2022**

**A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL
EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE
LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-
DAY PERIOD BEGINNING JULY 13, 2022 THROUGH
AUGUST 12, 2022**

**RESOLUTIONS
ADOPTED**

**Joint Resolution Nos. 2022-68-3318, SA 2022-69-3319, and HA
2022-14-124, entitled:**

**"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF
THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE OF
THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR
NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE
HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY**

OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 13, 2022, THROUGH AUGUST 12, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

RECESS TO
CLOSED SESSION

At 5:12 p.m., the City Council, Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority met in Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

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

ACTION: Discussed, direction provided; no reportable action taken. Councilmember Breceda declared a potential conflict of interest, abstained from discussing this item, and exited the meeting room.

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

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

ACTION: Discussed; no reportable action taken. Councilmember Breceda declared a potential conflict of interest, abstained from discussing this item, and exited the meeting room.

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

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiators: Julian A. Miranda, City Manager and Arsanious Hanna, Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Discussed, direction provided; no reportable action taken

Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Fred & Becky Barbosa
Agency Claimed Against: City of Irwindale, Irwindale Housing Authority

ACTION: Discussed; direction provided; no reportable action taken

Public Employee Discipline / Dismissal / Release

Pursuant to Government Code Section 54954.5(e)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee).

ACTION: Discussed; no reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:41 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:43 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Approved by the City Council and Successor Agency as submitted at the meetings held July 27, 2022.

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

HA Item 1A2

**JULY 27, 2022
WEDNESDAY
5:02 P.M.**

The Irwindale **CITY COUNCIL, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY, and HOUSING AUTHORITY** met in special joint session at the above time and place.

ROLL CALL:

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

Absent: Councilmember / Board Member Mark A. Breceda

Also Present: Julian A. Miranda, City Manager / Executive Director; Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

MOTION

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

ITEM NO. 1

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS FOR THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022 THROUGH AUGUST 26, 2022

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022 THROUGH AUGUST 26, 2022

**RESOLUTIONS
ADOPTED**

Joint Resolution Nos. 2022-75-3325, SA 2022-76-3326, and HA 2022-15-125, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022, THROUGH AUGUST 26, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

ITEM NO. 2
IRWINDALE HOUSING
AUTHORITY
GUIDELINES,
POLICIES, AND
PROCEDURES FOR
SENIOR LOW /
MODERATE INCOME
HOUSING APARTMENT
RENTAL PROGRAM

IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES,
AND PROCEDURES FOR SENIOR LOW / MODERATE INCOME
HOUSING APARTMENT RENTAL PROGRAM (Housing Authority
Item)

The revised Irwindale Housing Authority Guidelines, Policies, and
Procedures for Senior Low / Moderate Income Housing Apartment
Rental Program "Las Casitas", was approved.

RECESS TO
CLOSED SESSION

At 5:35 p.m., the City Council, Successor Agency to the Irwindale
Community Redevelopment Agency, and Housing Authority met in
Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

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

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

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

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

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

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

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiator: Julian A. Miranda, City Manager, and Arsanious
Hanna, Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Discussed, direction provided; no reportable action taken

Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Fred & Becky Barbosa
Agency Claimed Against: City of Irwindale, Irwindale Housing
Authority

ACTION: Discussed, direction provided; no reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:16 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:37 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Approved as submitted by the City Council and Successor Agency held at their meetings held August 24, 2022.

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

HA Item 1A3

JULY 27, 2022
WEDNESDAY
7:48 P.M.

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

ROLL CALL:

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

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Jamie Traxler, Assistant General Counsel; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Iris Espino, Assistant to the Executive Director; and Laura Nieto, Chief Assistant Authority Secretary

**SPONTANEOUS
COMMUNICATIONS**

FRED BARBOSA

Responding to questions by Fred Barbosa, General Counsel Guerra stated that the Board is doing its job and recommended that he seek his own legal counsel if he has legal questions regarding his claim.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Ortiz, seconded by Vice Chair Ambriz, to approve Consent Calendar. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special Joint meeting held July 13, 2022
- 2) Regular meeting held July 13, 2022

ITEM NO. 1B
INVESTMENT
QUARTERLY REPORT –
FOR JUNE 30, 2022

INVESTMENT QUARTERLY REPORT FOR JUNE 30, 2022

The Investment Quarterly Report for June 30, 2022, was received and filed.

ITEM NO. 1C
CONSIDERATION OF
APPROVAL –
SUBORDINATION OF
HOME PURCHASE
LOAN AT
15850 JUAREZ ST.

CONSIDERATION OF APPROVAL – SUBORDINATION OF HOME PURCHASE LOAN AT 15850 JUAREZ STREET

The request by Iris E. Espino for the Housing Authority to subordinate its loan to a new loan made in a refinancing was approved, subject to all conditions established by the Irwindale Housing Authority's Subordination Policy, and the Executive Director was authorized to

execute the Subordination Agreement subject to Authority Counsel approval as to form, along with other ancillary documents to further protect the Housing Authority, as presented with the agenda report.

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:50 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

8IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

HA Item 1A4

AUGUST 15, 2022
MONDAY
5:30 P.M.

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

ROLL CALL:

Present: Councilmember / Board Member H. Manuel Ortiz;
Mayor Pro Tem / Vice Chair Albert F. Ambriz;
Mayor / Chair Larry G. Burrola

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

Also Present: Julian A. Miranda, City Manager / Executive Director;
Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

At 5:33 p.m., the City Council and Housing Authority met in Closed Session to discuss the following:

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)

Agency Negotiator: Julian A. Miranda, City Manager and Arsanious Hanna, Director of Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under Negotiation: Sublease Price and Terms

ACTION: Discussed, direction provided; no reportable action

Liability Claims:

Pursuant to Government Code Section 54956.95

Claimant: Fred & Becky Barbosa

Agency claimed against: City of Irwindale, Irwindale Housing Authority

ACTION: Discussed, direction provided, no reportable action

**RECONVENE IN
OPEN SESSION**

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

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:46 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Approved as submitted by the City Council at its meeting held August 24, 2022.

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program

City Manager's Recommendation:

Approve the revised Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program Las Casitas.

Administrative Action:

Prepared by:

Jamie Traxler, Assistant General Counsel

Electronically Approved

Submitted by:

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

Marilyn Simpson

Reviewed by:

Adrian R. Guerra, General Counsel

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, Executive Director

Julian A. Miranda

Background and Analysis:

On July 27, 2022, the Irwindale Housing Authority Board approved revised Guidelines for the Las Casitas Senior Housing Program ("Guidelines"). Authority Staff have been in the process of updating the application forms and process, in accordance with the revised Guidelines in preparation for the new application period.

During this process, Authority Staff have reviewed and prepared proposed revisions to the Guidelines to add clarifying and clean-up language, in an effort to better and more clearly implement the Board's most recent changes to the Guidelines. These changes will help Authority Staff administer- and applicants understand- the Guidelines and application procedures. The revisions are proposed to clarify the priority categories and application procedures, as last approved and implemented by the Board on July 27, 2022. Upon the Housing Authority's approval of the revised Guidelines, the Housing Coordinator will prepare the application packet for distribution. The anticipated date is October 10, 2022.

Fiscal Impact:

None

Attachment:

1. Redlined Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program (Revised September 14, 2022)
2. Clean Irwindale Housing Authority Guidelines, Policies, and Procedures for Senior Low/Moderate Income Housing Apartment Rental Program (Revised September 14, 2022)

**IRWINDALE HOUSING AUTHORITY
GUIDELINES, POLICIES AND
PROCEDURES FOR
SENIOR LOW/MODERATE INCOME
HOUSING APARTMENT RENTAL
PROGRAM**

Adopted by the:

Irwindale Housing Authority

Approved: March 9, 2011

Revised: May 26, 2021

Revised: November 10, 2021

Revised: July 27, 2022

Revised: September 14, 2022

GUIDELINES, POLICIES, AND PROCEDURES

SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") has a goal of providing a multi-family housing stock for Irwindale residents to replace existing substandard housing units and to create safe and sanitary rental opportunities for seniors.

SECTION 2. PROGRAM GUIDELINES, POLICIES AND PROCEDURES

A. Definitions

1. Applicant

A person/family submitting a formal application for consideration and determination of eligibility to rent an apartment hereunder.

2. Application Deadline

The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for each apartment unit that becomes available.

3. Conflict of Interest

Authority Board members and officers, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the apartment project are similarly deemed to have a conflict of interest.

4. Continuous Resident

A "Continuous Resident(s)" shall be placed in one of two (2) subcategories ~~thereof~~: Those persons/families continuously residing in Irwindale for at least a five (5) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months ~~but establishing residence on or after fifteen (15) year period~~ immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. Disabled Family

- (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:
 - (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; -
 - (ii) a record of such an impairment; or
 - (iii) being regarded as having such an impairment (42 U.S.C. §12102.)
- (b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:
- (c) "Physical or mental impairment" includes:
 - (i) Any physiological disorder or condition, cosmetic; disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness; and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.
- (d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical . impairment that substantially limits one or more major life activities.
- (f) "Is regarded as having an impairment" means:

- (i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;
- (ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or
- (iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

6. Displaced

A person that moves from a place of residential real property located in Irwindale which was actually and lawfully occupied by the person as a regular or permanent dwelling place, or removes their personal property from the place of residential real property located in Irwindale which was actually and lawfully occupied by the person as a regular or permanent dwelling place, permanently, as a direct result of the acquisition, rehabilitation, or demolition, or other displacing activity of such residential real property, in whole or in part by public or private action. Displaced shall not apply to any person who has been determined to be in unlawful occupancy of the real property.

8.7. Former Resident

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the ~~fifteen~~ (45) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

9.8. Handicapped Person

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family

who is handicapped qualifies that family as a Disabled Family, (See: "*Disabled Family*".)

10.9. Homeless

A person who is homeless is:

- (a) An individual lacking a primary nighttime, fixed, regular, and adequate residence fit for human habitation and who is currently residing in a public or private place not meant for human habitation within the jurisdictional boundaries of Irwindale; or
- (b) An individual at imminent risk of homelessness within the jurisdictional boundaries of Irwindale who:
 - (i) has not had a lease, ownership interest, or occupancy agreement for permanent housing during the 90 days immediately prior to the submission of the Application;
 - (ii) has not identified or obtained any other subsequent or permanent residence; and
 - (iii) during the same 90-day period immediately prior to submission of the Application, lacked the financial resources needed to obtain other permanent housing based on the Affordable Rent requirements as set forth in the Disposition and Development Agreement and Regulatory Agreement by and between the Irwindale Housing Authority and the Northridge Group, Inc.
- (c) An Applicant may qualify for the homeless preference by providing either of the following documentation:
 - (i) A notarized affidavit signed under penalty of perjury by the Applicant and one reference familiar with the Applicant's situation certifying that the Applicant is homeless or at imminent risk of homelessness within the jurisdictional boundaries of Irwindale, that no permanent or subsequent residence has been identified or obtained, and that within the 90-day period prior to submitting the Application, the individual lacked the financial resources needed to obtain other permanent housing;
 - (ii) Written confirmation by a third-party non-profit organization or any public service agency or outreach program certifying that the Applicant is homeless or at imminent risk of homelessness within the jurisdictional boundaries of Irwindale; or

- (iii) A notice of eviction or a court order resulting from an eviction for an address located within the jurisdictional boundaries of Irwindale.
- (d) An applicant who wishes to qualify as homeless must provide corresponding bank statements and tax returns (if applicable) necessary to verify income and lack of financial resources for the 90-days prior to application submittal.

11.10. Immediate Family Member

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

12.11. Income Qualification Criteria

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority or CRA to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

13.12. Interrupted Resident

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the ~~fifteen~~ five (45) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year immediately prior to the Application Deadline shall be considered to be an Interrupted Resident.

14.13. Non-resident

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the ~~fifteen~~ five (45) year period immediately preceding the Application Deadline.

15.14. Renter

An applicant successfully completing the application process and renting an apartment hereunder.

16.15. Senior

A Senior is a person who is at least sixty-two (62) years of age or older.

17.16. Shared Renter

Persons sharing rental accommodations with unrelated persons.

18.17. Veteran

Any person who has been honorably discharged, verified by documentation, from one of the military services of the United States shall be considered a Veteran.

B. Eligibility Criteria

Since the Senior Apartment Rental Program is an apartment rental program, there are two (2) primary criteria which must be met to determine eligibility:

1. Income eligibility under § 2.A.9, above.
2. Be a Senior as specified in § 2.A.12, above.

C. Priorities

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria, shall be processed based upon the following priority schedule and the application procedures in Section 2.D. The following priorities are used to establish the order of placement on the waiting list:

1. First Priority Criteria

- (a) Extremely low income persons/family - nine (9) apartment units
[subject to modification]
- (b) Very low income persons/family - six (6) apartment units
[subject to modification]
- (c) Low income persons/families - five (5) apartment units
[subject to modification]
- (d) Moderate income persons/families - five (5) apartment units
[subject to modification]

A primary goal of the Authority is to create, to the extent feasible, sufficient new rental units to meet the projected needs of Irwindale Seniors. Accordingly, and notwithstanding the initial allocations established in § 2. C.1, above, pertaining to the number of units allocated among the income categories, the Authority reserves the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of Irwindale Seniors.

2. Second Priority Criteria

- (a) Disabled Family or Veteran - Priority 1
- (b) None of the above - _____ Priority 2

3. Third Priority Criteria

- (a) Persons who are Homeless or Displaced - Priority 0.
- (b) Shared Renter for longer than one (1) year prior to Application - Priority 1.
- (c) Shared Renter for less than (1) year prior to Application - Priority 2.
- (d) Persons residing in rental accommodations (single/married) for longer than one (1) year prior to Application - Priority 3.
- (e) Persons residing in rental accommodations (single/married) for less than one (1) year prior to Application - Priority 4.
- (f) Persons owning residence or other residential real property - Priority 5.
- (g) None of the above – Priority 6.

4. Final Priority Criteria

- (a) Category A Continuous Irwindale Resident - Priority 1
- (b) Category B Continuous Resident - Priority 2
- (c) Interrupted Resident - Priority 3
- (d) Former Resident - Priority 4
- (e) Immediate Family Member - Priority 5
- (f) None of the above - Priority 6

D. Application Procedure

1. Applications

- (a) Upon commencement of the application ~~process~~period, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may

retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership or residential status. (See: § 2.D.1(i).). Appropriate assistance in completing the Application will be provided to interested persons, if requested.

- (b) Application Deadline. The Application period shall expire within thirty (30) days of its commencement. This shall be the Application deadline. Upon the expiration of the Application period, Authority staff shall commence Applications shall be submitted for review and screening of all Applications received by the Application deadline.
- (c) Applications will then be assigned to the appropriate First Priority classification under § 2.C.1.
- (d) Within each primary eligibility classification (or priority), the Applications will be further prioritized according to the Second Priority Criteria set forth in § 2.C.2, above.
- (e) Applications will be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.
- (f) Applications will be finally prioritized within each classification by the Final Eligibility Criteria set forth in § 2.C.4.
- (g) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a ~~Displaced-Disabled Person~~ (Priority 1), ~~Shared-Renter~~ ~~Displaced~~ (Priority 1) and a Category A Continuous Resident (Priority 1) will have a total Priority Rating of 3 and would be ranked higher than a person who is a “none of the above” (Priority 24), Property Owner (Priority 5) and an Immediate Family Member (Priority 5) with a total Priority Rating of ~~43~~12.
- (h) The Executive Director shall be vested with the authority to make the final determination of priority ratings which will be presented to the Board for informational purposes only. In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by chronological order based on the time stamp of receipt by the Authority on the Applicant’s complete Application.

(i) The Authority staff will verify the following data:

- (i) name and address
- (ii) residence requirement
- (iii) employment
- (iv) income
- (v) existing equity/assets (if applicable)

~~credit history~~

~~(vii)~~(vi) _____ property ownership

(j) Documentation necessary to verify veteran status and honorable discharge, income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of the military, educational institutions, and public agencies as the same are relevant to matters pertaining to verification of information submitted.

~~(k)~~ If Authority staff is unable to verify necessary information through Documentation as described in Section (D)(1)(j) herein, Authority staff may request and accept a submitted notarized affidavit signed under penalty of perjury to verify any such required information.

(i) The City of Irwindale provides free notarization services for Irwindale residents. Non-resident applicants may utilize the City's notary services for a fee. Applicants who require notary services in connection with submitting their Application may contact the Community Development Department at 626-430-2208.

~~(k)~~(l) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.

~~(l)~~(m) Ineligible Applicants shall be notified, in writing, with a statement indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by

the Authority Board and the Authority Board's determination shall be final.

~~Eligible Applicants will be notified and placed on a waiting list in order of priority. The waiting list will be maintained by the Authority for one year, and may be opened or closed upon the discretion of the Authority. The waiting list may be purged by mailing a notice to all Applicants requesting current information and confirmation of continued interest in the program. Applicants who fail to respond within thirty (30) calendar days will be removed from the waiting list.~~

- (n) Eligible Applicants will be notified and placed on a ranking list in order of priority. Eligible Applicants will be awarded a unit based upon availability and priority ranking. Applicants who are awarded a unit may be required to re-certify information at the time of award to ensure that the information submitted to the Authority is accurate and current prior to being awarded a unit. Applicants who are awarded a unit will be mailed—contacted by the Property Management Company to complete the necessary rental agreement documents to begin processing the rental application. The Authority will provide such assistance as may be necessary to ensure timely and complete submissions.
- (o) Upon the final award of units, the remaining eligible applicants will be notified and placed on a waiting list. The waiting list will be maintained by the Authority (from the award of the unit or from the Application Deadline?), and may be opened or closed upon the discretion of the Authority Board. Subsequent vacant units may be filled by Eligible Applicants who are on the waitlist. Applicants may be required to re-certify Application information to ensure that information is accurate and current prior to being awarded a unit.
- ~~(n)~~(p) The waiting list may be purged by mailing a notice to all Eligible Applicants on the list, requesting confirmation of continued interest in the program. Applicants who fail to respond to the waitlist notice within thirty (30) calendar days from the date of the notice will be removed from the waiting list and notified of their removal.

2. Insufficient Eligible Applications

- (a) If there are insufficient eligible Applicants during the first thirty (30) days of the Application Deadline, the Board may authorize additional time for further applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.

- (b) Priority for Applicants shall be strictly maintained in accordance with the waiting list for the application period during which submittal occurred.
- (c) Once rental agreement documents have been approved, then a move-in date will be established.

3. **Hearing Procedures**

- (a) **Matters Subject to a Hearing.** The following matters shall be subject to a hearing under these guidelines:

- (i) Appeals by an Applicant whom has been deemed ineligible for the housing Program;
- (ii) Revocation or Termination of any housing award given under this housing program due to improper determinations of Applicant eligibility including:
 - (A) Failure to provide accurate statements of all information requested in the application, including, but not limited to, address, residency, income, assets, expenses, and family composition at the time of the application such that, the Applicant was ineligible for the housing program at the time of the award;
 - (B) Housing awards that are inconsistent with, or not authorized by, policy.

- (b) **Notice Requirements.** Irwindale Housing Authority staff is authorized and shall provide an Applicant a minimum ten (10) calendar days written notice of a hearing scheduled to take place under these Guidelines. Notice shall include the date, time, and place of the public hearing, the identity of the hearing body, a general explanation of the matter to be considered or action to be taken by the Irwindale Housing Authority, and a general description of the location of the real property, if any, that is the subject of the hearing.

The Irwindale Housing Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. The Housing Authority must be notified within three (3) calendar days of the scheduled time of the hearing if special accommodations are required.

- (c) **Administrative Hearing Panel.** The Irwindale Housing Authority Board shall be the designated Hearing Panel presiding over a hearing under this section. In order to conduct a hearing under these

guidelines, a quorum of the Irwindale Housing Authority Board must be present on the Hearing Panel at all times in accordance with Irwindale Municipal Code section 2.32.050. The Board shall have the option, in its sole discretion, to designate a different hearing officer or panel. All procedures described herein shall apply to the designated hearing officer or panel.

- (d) **Hearing Procedures and Evidence.** The hearing shall be informal in nature, and formal rules of evidence and discovery do not apply. The hearing shall be open to public observation and nothing herein shall preclude the use of telephonic or other electronic means of communication if deemed appropriate by the Hearing Panel.
 - (i) The Irwindale Housing Authority shall make available a copy of these governing procedures to the Applicant whom the action is directed.
 - (ii) Each party shall have the opportunity to provide testimony and evidence in support of his or her case. The evidentiary record submitted by the parties shall be accepted by the Hearing Panel as prima facie evidence of the respective facts contained in therein. Any document or evidence not submitted at the hearing may not be relied upon by the Hearing Panel in rendering a decision. The Hearing Panel may only consider evidence that is made part of the record at the hearing and relevant to the issues raised in the notice and may disregard any other matter.
 - (iii) The failure of any applicant to appear at the hearing will constitute a forfeiture of the hearing, a failure to exhaust administrative remedies, and the order of the Hearing Panel will become the final determination.
 - (iv) An audio recording or transcript shall be taken of any hearing which takes place under these guidelines. A copy of any such audio recording or transcript shall be provided to the Appellant upon request, and the Irwindale Housing Authority may charge a fee sufficient to cover the actual cost of copying said transcript or audio recording.
- (e) **Written Decision.** After considering all of the testimony and evidence submitted at the hearing, the Hearing Panel must issue a written decision within seven (7) business days of the hearing. The written decision may be in the form of a resolution adopted by the Housing Authority Board. The Hearing Panel will use preponderance of the evidence as the standard of evidence in

deciding issues. The written decision shall include a statement of the factual and legal basis for the decision.

- (i) The statement of the factual basis for the decision shall be based exclusively on the evidence of record in the proceeding and on matters officially noticed in the proceeding. The written decision shall include a reference to judicial review of the Hearing Panel's final decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. The decision of the Hearing Panel shall be final when issued.
 - (ii) The written decision shall be sent to all parties by certified mail, return receipt requested. The written decision shall be deemed issued and final when mailed.
- (f) **Judicial Review.** A final decision issued by the Hearing Panel may be subject to judicial review within ninety (90) days following the date of the final decision pursuant to California Code of Civil Procedure sections 1094.5 and 1094.6. Computation of the time to appeal shall be governed by the Code of Civil Procedure.

**IRWINDALE HOUSING AUTHORITY
GUIDELINES, POLICIES AND
PROCEDURES FOR
SENIOR LOW/MODERATE INCOME
HOUSING APARTMENT RENTAL
PROGRAM**

Adopted by the:

Irwindale Housing Authority

Approved: March 9, 2011

Revised: May 26, 2021

Revised: November 10, 2021

Revised: July 27, 2022

Revised: September 14, 2022

GUIDELINES, POLICIES, AND PROCEDURES

SECTION 1. GENERAL

The Irwindale Housing Authority (“Authority”) has a goal of providing a multi-family housing stock for Irwindale residents to replace existing substandard housing units and to create safe and sanitary rental opportunities for seniors.

SECTION 2. PROGRAM GUIDELINES, POLICIES AND PROCEDURES

A. Definitions

1. Applicant

A person/family submitting a formal application for consideration and determination of eligibility to rent an apartment hereunder.

2. Application Deadline

The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for each apartment unit that becomes available.

3. Conflict of Interest

Authority Board members and officers, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the apartment project are similarly deemed to have a conflict of interest.

4. Continuous Resident

A “Continuous Resident(s)” shall be placed in one of two (2) subcategories: Those persons/families continuously residing in Irwindale for at least a five (5) year period immediately preceding the Application Deadline shall be identified as “Category A” Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months immediately preceding the Application Deadline shall be identified as “Category B” Continuous Resident.

5. Disabled Family

- (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:
 - (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;
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- (c) "Physical or mental impairment" includes:
 - (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness; and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.
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Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

6. Displaced

7. *A person that moves from a place of residential real property located in Irwindale which was actually and lawfully occupied by the person as a regular or permanent dwelling place, or removes their personal property from the place of residential real property located in Irwindale which was actually and lawfully occupied by the person as a regular or permanent dwelling place, permanently, as a direct result of the acquisition, rehabilitation, demolition, or other displacing activity of such residential real property, in whole or in part by public or private action. Displaced shall not apply to any person who has been determined to be in unlawful occupancy of the real property.* **Former Resident**

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 - (i) has not had a lease, ownership interest, or occupancy agreement for permanent housing during the 90 days immediately prior to the submission of the Application;
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 - (ii) Written confirmation by a third-party non-profit organization or any public service agency or outreach program certifying that the Applicant is homeless or at imminent risk of homelessness within the jurisdictional boundaries of Irwindale; or
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[subject to modification]
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[subject to modification]

A primary goal of the Authority is to create, to the extent feasible, sufficient new rental units to meet the projected needs of Irwindale Seniors. Accordingly, and notwithstanding the initial allocations established in § 2. C.1, above, pertaining to the number of units allocated among the income categories, the Authority reserves the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of Irwindale Seniors.

2. Second Priority Criteria

- (a) Disabled Family or Veteran - Priority 1
- (b) None of the above - Priority 2

3. Third Priority Criteria

- (a) Persons who are Homeless or Displaced - Priority 0.
- (b) Shared Renter for longer than one (1) year prior to Application - Priority 1.
- (c) Shared Renter for less than (1) year prior to Application - Priority 2.
- (d) Persons residing in rental accommodations (single/married) for longer than one (1) year prior to Application - Priority 3.
- (e) Persons residing in rental accommodations (single/married) for less than one (1) year prior to Application - Priority 4.
- (f) Persons owning residence or other residential real property - Priority 5.
- (g) None of the above – Priority 6.

4. Final Priority Criteria

- (a) Category A Continuous Irwindale Resident - Priority 1
- (b) Category B Continuous Resident - Priority 2
- (c) Interrupted Resident - Priority 3
- (d) Former Resident - Priority 4
- (e) Immediate Family Member - Priority 5
- (f) None of the above - Priority 6

D. Application Procedure

1. Applications

- (a) Upon commencement of the application period, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of

physical status (with appropriate medical confirmation), declaration of home ownership or residential status. (See: § 2.D.1(i)). Appropriate assistance in completing the Application will be provided to interested persons, if requested.

- (b) Application Deadline. The Application period shall expire within thirty (30) days of its commencement. This shall be the Application deadline. Upon the expiration of the Application period, Authority staff shall commence review and screening of all Applications received by the Application deadline.
- (c) Applications will then be assigned to the appropriate First Priority classification under § 2.C.1.
- (d) Within each primary eligibility classification (or priority), the Applications will be further prioritized according to the Second Priority Criteria set forth in § 2.C.2, above.
- (e) Applications will be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.
- (f) Applications will be finally prioritized within each classification by the Final Eligibility Criteria set forth in § 2.C.4.
- (g) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a Disabled Person (Priority 1), Displaced (Priority 1) and a Category A Continuous Resident (Priority 1) will have a total Priority Rating of 3 and would be ranked higher than a person who is a “none of the above” (Priority 2), Property Owner (Priority 5) and an Immediate Family Member (Priority 5) with a total Priority Rating of 12.
- (h) The Executive Director shall be vested with the authority to make the final determination of priority ratings which will be presented to the Board for informational purposes only. In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by chronological order based on the time stamp of receipt by the Authority on the Applicant’s complete Application.
- (i) The Authority staff will verify the following data:
 - (i) name and address

- (ii) residence requirement
- (iii) employment
- (iv) income
- (v) existing equity/assets (if applicable)
- (vi) property ownership
- (j) Documentation necessary to verify veteran status and honorable discharge, income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns, employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of the military, educational institutions, and public agencies as the same are relevant to matters pertaining to verification of information submitted.
- (k) If Authority staff is unable to verify necessary information through Documentation as described in Section (D)(1)(j) herein, Authority staff may request and accept a submitted notarized affidavit signed under penalty of perjury to verify any such required information.
 - (i) The City of Irwindale provides free notarization services for Irwindale residents. Non-resident applicants may utilize the City's notary services for a fee. Applicants who require notary services in connection with submitting their Application may contact the Community Development Department at 626-430-2208
- (l) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.
- (m) Ineligible Applicants shall be notified, in writing, with a statement indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

- (n) Eligible Applicants will be notified and placed on a ranking list in order of priority. Eligible Applicants will be awarded a unit based upon availability and priority ranking. Applicants who are awarded a unit may be required to re-certify information at the time of award to ensure that the information submitted to the Authority is accurate and current prior to being awarded a unit. Applicants who are awarded a unit will be contacted by the Property Management Company to complete the necessary rental agreement documents to begin processing the rental application. The Authority will provide such assistance as may be necessary to ensure timely and complete submissions.
- (o) Upon the final award of units, the remaining eligible applicants will be notified and placed on a waiting list. The waiting list will be maintained by the Authority, and may be opened or closed upon the discretion of the Authority Board. Subsequent vacant units may be filled by Eligible Applicants who are on the waitlist. Applicants may be required to re-certify Application information to ensure that information is accurate and current prior to being awarded a unit.
- (p) The waiting list may be purged by mailing a notice to all Eligible Applicants on the list, requesting confirmation of continued interest in the program. Applicants who fail to respond to the waitlist notice within thirty (30) calendar days from the date of the notice will be removed from the waiting list and notified of their removal.

2. Insufficient Eligible Applications

- (a) If there are insufficient eligible Applicants during the first thirty (30) days of the Application Deadline, the Board may authorize additional time for further applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.
- (b) Priority for Applicants shall be strictly maintained in accordance with the waiting list for the application period during which submittal occurred.
- (c) Once rental agreement documents have been approved, then a move-in date will be established.

3. Hearing Procedures

- (a) **Matters Subject to a Hearing.** The following matters shall be subject to a hearing under these guidelines:

- (i) Appeals by an Applicant whom has been deemed ineligible for the housing Program;
- (ii) Revocation or Termination of any housing award given under this housing program due to improper determinations of Applicant eligibility including:
 - (A) Failure to provide accurate statements of all information requested in the application, including, but not limited to, address, residency, income, assets, expenses, and family composition at the time of the application such that, the Applicant was ineligible for the housing program at the time of the award;
 - (B) Housing awards that are inconsistent with, or not authorized by, policy.
- (b) **Notice Requirements.** Irwindale Housing Authority staff is authorized and shall provide an Applicant a minimum ten (10) calendar days written notice of a hearing scheduled to take place under these Guidelines. Notice shall include the date, time, and place of the public hearing, the identity of the hearing body, a general explanation of the matter to be considered or action to be taken by the Irwindale Housing Authority, and a general description of the location of the real property, if any, that is the subject of the hearing.

The Irwindale Housing Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. The Housing Authority must be notified within three (3) calendar days of the scheduled time of the hearing if special accommodations are required.

- (c) **Administrative Hearing Panel.** The Irwindale Housing Authority Board shall be the designated Hearing Panel presiding over a hearing under this section. In order to conduct a hearing under these guidelines, a quorum of the Irwindale Housing Authority Board must be present on the Hearing Panel at all times in accordance with Irwindale Municipal Code section 2.32.050. The Board shall have the option, in its sole discretion, to designate a different hearing officer or panel. All procedures described herein shall apply to the designated hearing officer or panel.
- (d) **Hearing Procedures and Evidence.** The hearing shall be informal in nature, and formal rules of evidence and discovery do not apply. The hearing shall be open to public observation and nothing herein

shall preclude the use of telephonic or other electronic means of communication if deemed appropriate by the Hearing Panel.

- (i) The Irwindale Housing Authority shall make available a copy of these governing procedures to the Applicant whom the action is directed.
 - (ii) Each party shall have the opportunity to provide testimony and evidence in support of his or her case. The evidentiary record submitted by the parties shall be accepted by the Hearing Panel as prima facie evidence of the respective facts contained therein. Any document or evidence not submitted at the hearing may not be relied upon by the Hearing Panel in rendering a decision. The Hearing Panel may only consider evidence that is made part of the record at the hearing and relevant to the issues raised in the notice and may disregard any other matter.
 - (iii) The failure of any applicant to appear at the hearing will constitute a forfeiture of the hearing, a failure to exhaust administrative remedies, and the order of the Hearing Panel will become the final determination.
 - (iv) An audio recording or transcript shall be taken of any hearing which takes place under these guidelines. A copy of any such audio recording or transcript shall be provided to the Appellant upon request, and the Irwindale Housing Authority may charge a fee sufficient to cover the actual cost of copying said transcript or audio recording.
- (e) **Written Decision.** After considering all of the testimony and evidence submitted at the hearing, the Hearing Panel must issue a written decision within seven (7) business days of the hearing. The written decision may be in the form of a resolution adopted by the Housing Authority Board. The Hearing Panel will use preponderance of the evidence as the standard of evidence in deciding issues. The written decision shall include a statement of the factual and legal basis for the decision.
- (i) The statement of the factual basis for the decision shall be based exclusively on the evidence of record in the proceeding and on matters officially noticed in the proceeding. The written decision shall include a reference to judicial review of the Hearing Panel's final decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. The decision of the Hearing Panel shall be final when issued.

- (ii) The written decision shall be sent to all parties by certified mail, return receipt requested. The written decision shall be deemed issued and final when mailed.
- (f) **Judicial Review.** A final decision issued by the Hearing Panel may be subject to judicial review within ninety (90) days following the date of the final decision pursuant to California Code of Civil Procedure sections 1094.5 and 1094.6. Computation of the time to appeal shall be governed by the Code of Civil Procedure.

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

JUNE 8, 2022
WEDNESDAY
8:52 P.M.

The Irwindale **RECLAMATION 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 Albert F. Ambriz; Chair Larry G. Burrola

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

ANNOUNCEMENT

CHIEF ASSISTANT
AUTHORITY
SECRETARY NIETO

Chief Assistant Authority Secretary Nieto announced the following:

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

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda asked about housing monies that she believes have gone missing.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Vice Chair Ambriz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held March 9, 2022

ITEM NO. 1B 2022 2nd QUARTER MINING REPORT OF NINE (9) SMARA PITS
2022 2nd QUARTER
MINING REPORT OF
NINE (9) SMARA PITS

The report was received and filed.

ITEM NO. 1C INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT POLICY REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY (Joint Item on City Council, Successor
Agency, Housing Authority, and Reclamation Authority agendas)

RESOLUTIONS
ADOPTED

Joint Resolution Nos. 2022-54-3304, SA 2022-55-3305, HA 2022-12-122, and RA 2022-03-030, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY,” was adopted.

ITEM NO. 1D INVESTMENT QUARTERLY REPORT – MARCH 31, 2022
INVESTMENT
QUARTERLY REPORT – MARCH 31, 2022

The Investment Quarterly Report for March 31, 2022, was received and filed.

NEW BUSINESS

None.

PUBLIC HEARINGS

ITEM NO. 3A ADOPTION OF FY 2022-2023 BUDGET AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FY 2022-2023
ADOPTION OF FY
2022-2023 BUDGET
AND ESTABLISHING
THE APPROPRIATIONS
LIMIT FOR FY
2022-2023

ADOPTION OF FISCAL YEAR 2022-2023 BUDGET AND
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL
YEAR 2022-2023 (Joint Item on City Council, Housing Authority, and
Reclamation Authority agendas)

DIRECTOR BORHANI

Director Borhani presented the staff report and noted that staff would remove an erroneous paragraph from the report, and made a correction to Operations Budget Requests and the deficit to the General Fund.

DIRECTOR RODRIGUEZ

Director Rodriguez noted that staff would need Council direction in order to move forward with adding another week to Mariachi Fest.

She added that staff is also checking with the Zumba Gold instructor to determine if she is available to provide instruction at 6 p.m. She further noted that, should the instructor hold classes at 6 p.m., staff would also need to stay past their usual quitting time, which would require a "meet and confer" process with that employee's bargaining unit.

BOARD MEMBER
ORTIZ

Responding to a question by Board Member Ortiz, Director Rodriguez indicated that the extra Zumba Gold class would be offered at the Senior Center's dining room or multi-purpose room, and would be a new service that is offered.

MOTION

A motion was made by Board Member Breceda, seconded by Vice Chair Ambriz, to approve the Operations Budget Requests to add one additional week to Mariachi Fest and one additional hour of Zumba Gold per week beginning at 6:00 p.m. The motion was unanimously approved.

DIRECTOR BORHANI

Director Borhani advised that, with these approvals, the new total deficit for the city is \$199,600. He added that the second reading to approve the budget ordinance is scheduled for June 22.

BOARD ATTORNEY
GUERRA

Replying to a question by Board Attorney Guerra, Director Borhani advised that the detail sheets within the budget books would be revised as explained earlier, including a change to a table in Attachment A of the ordinance.

CHAIR BURROLA

Chair Burrola thanked staff for the report and for advising that the deficit has shrunk to nearly \$200,000 from \$3 million.

BOARD MEMBER
ORTIZ

Board Member Ortiz asked about park patrol on the 4th of July, to which Chief Henshaw advised that extra patrol would be made available. He also noted that undercover operations will be patrolling the streets in search of illegal fireworks.

OPEN
PUBLIC HEARING

At 8:05 p.m., Chair Burrola opened the public hearing.

CLOSE
PUBLIC HEARING

There being no speakers, Chair Burrola closed the public hearing at 8:05 p.m.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:52 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022
To: Honorable Chairman and Members of the Irwindale Reclamation Authority
From: Julian A. Miranda, Executive Director
Issue: 2022 Third Quarter Mining Report of Nine (9) SMARA Pits

Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

Arsanious M. Hanna
Authority Engineer/Building Official

Electronically Approved by
Authority Engineer / Building Official

Prepared by:

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



Electronically Approved by
Authority Counsel

Reviewed by:

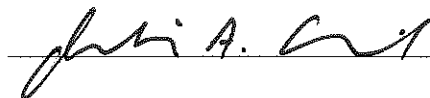
Adrian R. Guerra, Authority Counsel

Kambiz Borhani
Authority Finance Director /
Authority Treasurer



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

The table below summarizes the 2022 third quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production June 2022 through August 2022 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	642,906	52,425,317
Peck Road Gravel Pit	15,000	197,000
Vulcan Reliance I	511,042	23,887,170
Vulcan Durbin	619,909	30,790,669
Olive Pit	478,766	29,607,649

A total of approximately 2,267,623 *tons* of material were produced during the reporting period, June 2022 through August 2022, from the five (5) SMARA Pits listed above. This is approximately 30,383 *tons* more than reported in the previous quarter.

Below is a summary of the third quarter and current activity of the remaining four (4) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under IMP Review*	Inactive
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

*United Pit No. 3 applied for an Interim Management Plan (IMP), which is currently under review. Thus, no production was reported and it is estimated that 370,470 tons of reserves remain for future mining.

During the 2022 third quarter reporting period, reclamation activity was reported from three (3) SMARA Pits. Following is a summary of the reclamation activity at these three SMARA Pits:

Mine Site	Estimated Fill Placed June 2022 through August 2022 (C.Y.)
Lehigh Hanson Pit	No Fill Placed - Preparation for next phase
United Pit No. 2	315,411
Vulcan Durbin Pit	131,500

As to the status of the City owned Olive Pit, CA Mine ID # 91-19-0052:

The mining operator, United Rock Products (URP), has completed the design of the traffic signal to be installed at Los Angeles Street and the Olive Pit Driveway, which was approved by the City on August 22, 2022. URP is in the process of applying for an encroachment permit for the construction phase. Negotiations continue with SCRRA-Metrolink for the traffic signal at the intersection of Los Angeles Street and Azusa Canyon Road. Drainage and erosion control plans, as required by the Development Agreement, are currently under review.

Fiscal Impact:

None

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

City of
IRWINDALE
AGENDA REPORT

Date: September 14, 2022
To: Reclamation Authority Board
From: Julian A. Miranda, City Manager/Executive Director
Issue: Investment Quarterly Report for June 30, 2022.

City Manager/Executive Director's Recommendation:

For the Reclamation Board to receive and file the Investment Quarterly Report for June 30, 2022.

Administrative Action:

Submitted & Prepared by:

Kambiz Borhani
Authority Finance Director/ Authority Treasurer
(626) 430-2221



Reviewed by:

Adrian R. Guerra, City Attorney/General Counsel

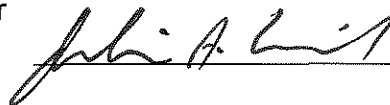
Electronically Approved

Kambiz Borhani
Authority Finance Director/ Authority Treasurer



Approved by:

Julian A. Miranda, City Manager/Executive Director



Background and Analysis:

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

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending June 30, 2022 was presented to the City Council, Housing Authority, and Successor Agency Board on July 27, 2022. The Reclamation Authority was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

The attached Investment Report summarizes the cash balances and investments as of June 30, 2022 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

Fiscal Impact:

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

Attachment:

City of Irwindale Investment Report – June 30, 2022

**CITY OF IRWINDALE
INVESTMENT REPORT
June 30, 2022**

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
<u>CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 5,413,789	0.36%			\$ 5,413,789	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 49,633,344	0.86%			\$ 49,633,344	
<u>US GOVERNMENT AGENCIES</u>						
FEDERAL HOME LN BKS CONS BD (FHLB)	\$ 5,000,000	0.52%	07/28/21	01/28/25	\$ 4,694,700	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,632,000	AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,766,330	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,623,800	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,621,400	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,608,950	AAA
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,665,000	AAA
Sub-Total US Government Agencies:	\$ 33,000,000				\$ 30,612,180	
Total City of Irwindale Investments (Pooled Funds):	\$ 88,047,133				\$ 85,659,313	
<u>HOUSING AUTHORITY (Funds 11 & 12)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 474,855	0.36%			\$ 474,855	
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,425,364	0.86%			7,425,364	
	\$ 7,900,219				\$ 7,900,219	
<u>SUCCESSOR AGENCY (Funds 50-66)</u>						
BANK OF THE WEST GENERAL ACCOUNT	\$ 203,377	0.36%			\$ 203,377	
LOCAL AGENCY INVESTMENT FUND (LAIF)	13,309,493	0.86%			13,309,493	
	\$ 13,512,870				\$ 13,512,870	
GRAND TOTAL OF INVESTMENTS	\$109,460,222				\$107,072,402	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 8, 2022. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.10 years, and the weighted average yield of the City's pooled investments at cost is 0.780%. Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by _____

Kambiz Borhani, Finance Director / City Treasurer