

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

APRIL 27, 2022

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

IRWINDALE CITY COUNCIL CHAMBER

CITY COUNCIL CHAMBER

Limited Public Access

Pursuant to Irwindale Resolution No. Resolution No. 2022-30-3280

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

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

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

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

Webinar ID: 871 0459 2389



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



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

A. CALL TO ORDER

B. ROLL CALL: Councilmembers: 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. RECESS TO CLOSED SESSION

1. 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

2. 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
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms

3. Liability Claims
Pursuant to Government Code Section 54956.95:
Claimant: Fred & Becky Barbosa
Agency claimed against: City of Irwindale, Irwindale Housing Authority

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia; H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola**
- E. REPORT FROM CLOSED SESSION OF APRIL 13, 2022**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. COUNCILMEMBER COMMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Business of the Month - SCE Federal Credit Union
 - 2. Veterans Monument Presentation by Seventh Street Development
 - 3. Proclamation proclaiming Municipal Clerk's Week
 - 4. Proclamation proclaiming Public Service Week
 - 5. Proclamation proclaiming Denim Day

SPONTANEOUS COMMUNICATIONS

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

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

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

1. **CONSENT CALENDAR**

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

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special meeting held April 13, 2022
2. Regular meeting held April 13, 2022

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

C. Waive the Formal Bidding Procedures and Authorize the City Manager to Enter into an Agreement with Pyro Spectaculars for the 4th of July Fireworks Show

Department: Public Services

Recommendation: **Adopt Resolution No. 2022-38-3288** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PYRO SPECTACULARS, INC. TO PROVIDE A FIREWORKS DISPLAY SHOW AT THE HOUSING AUTHORITY OWNED 10-ACRE SITE ON ALLEN DRIVE".

D. Investment Quarterly Report – March 31, 2022 (Joint Item on Successor Agency and Housing Authority agendas)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2022.

- E. Approval of Extension of Contract for Annual Audit Services (Joint Item on Successor Agency and Housing Authority agendas)

Department: Finance

Recommendation: Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP, to provide annual audit services for two additional years.

- F. Consideration of Resolution No. 2022-36-3286, Amending the City's Personnel Rules to Modify the Effective Period of Eligibility Lists for Recruitments for Part-Time Positions

Department: Human Resources

Recommendation: **Adopt Resolution No. 2022-36-3286** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2015-31-2760, AMENDING SECTION 4.50 OF THE CITY'S PERSONNEL RULES REGARDING THE LENGTH OF ELIGIBILITY LISTS FOR RECRUITMENTS FOR PART-TIME POSITIONS".

- G. Approve Out-of-State Travel to the American Public Works Association's 2022 Annual Conference and Public Works Expo in Charlotte, North Carolina for City Staff

Department: Engineering

Recommendation: **Adopt Resolution No. 2022-37-3287** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING OUT-OF-STATE TRAVEL TO THE AMERICAN PUBLIC WORKS ASSOCIATION'S 2022 ANNUAL CONFERENCE AND PUBLIC WORKS EXPO IN CHARLOTTE, NORTH CAROLINA FOR ONE CITY STAFF MEMBER".

2. NEW BUSINESS

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

- A. School/Charter Bus Video Surveillance System Policy

Department: Public Services

Recommendation: **Adopt Resolution No. 2022-39-3289** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADOPTING AND APPROVING A SCHOOL/CHARTER BUS VIDEO SURVEILLANCE SYSTEM POLICY".

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

Request by Mayor Burrola to discuss the Resident ID Program document requirements

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 April 13, 2022

B. Warrants

Department: Finance

Recommendation: Approve

C. Investment Quarterly Report – March 31, 2022 (Joint Item on City Council and Housing Authority agendas)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2022.

D. Approval of Extension of Contract for Annual Audit Services (Joint Item on City Council and Housing Authority agendas)

Department: Finance

Recommendation: Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP, to provide annual audit services for two additional years.

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. Regular meeting held April 13, 2022

B. Investment Quarterly Report – March 31, 2022 (Joint Item on City Council and Successor Agency agendas)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for March 31, 2022.

C. Approval of Extension of Contract for Annual Audit Services (Joint Item on City Council and Successor Agency agendas)

Department: Finance

Recommendation: Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP, to provide annual audit services for two additional years.

D. Approving and Authorizing Use of the 10-Acre Site, Assessor's Parcel Number 8417-34-912, for the City of Irwindale's July 4, 2022 Fireworks Display Spectacular Event

Department: Public Services

Recommendation: **Adopt Resolution No. HA 2022-07-117** entitled, "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2022 FIREWORKS DISPLAY SPECTACULAR EVENT".

E. Las Casitas Eligibility Ranking List and Blind Drawing

Department: Administration

Recommendation: Conduct a random blind drawing to break ties among the Las Casitas Eligibility Ranking List.

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

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on April 27, 2022, be posted at the City Hall, Library, and Post Office on April 21, 2022.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A1

**APRIL 13, 2022
WEDNESDAY
5:30 P.M.**

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

ROLL CALL:

Present: Councilmember H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola

Absent: Councilmembers Mark A. Breceda and Manuel R. Garcia

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

At 5:33 p.m., the City Council met in Closed Session to discuss the following:

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

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Discussed; no reportable action taken

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: Discussion held, update provided. No reportable action taken

**RECONVENE IN
OPEN SESSION**

At 7:05 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:07 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A2

**APRIL 13, 2022
WEDNESDAY
7:07 P.M.**

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

ROLL CALL:

Present: Councilmember H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola

Absent: Councilmembers Mark A. Breceda and Manuel R. Garcia

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

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

COUNCILMEMBER
ORTIZ AND
MAYOR BURROLA

Councilmember Ortiz and Mayor Burrola spoke on their attendance at the California Contract Cities Association conference held in Indian Wells last week.

**COUNCILMEMBER
COMMENTS**

MAYOR BURROLA

Mayor Burrola requested that the requirements for the Irwindale Resident ID program be discussed at the next Council meeting.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

RECOGNITION OF
ELIJAH BUTLER -
2022 STATE OF

RECOGNITION OF ELIJAH BUTLER – 2022 STATE OF
CALIFORNIA WRESTLING ALLIANCE FOR THE YOUTH, 15U 80
LB. CHAMPION

The presentation was made.

RECOGNITION OF
FRANCISCO LOPEZ,
ATHENS EMPLOYEE
FOR HIS HEROIC
DEEDS

RECOGNITION OF FRANCISCO LOPEZ, ATHENS EMPLOYEE
FOR HIS HEROIC DEEDS

The presentation was made.

PROCLAMATION
PROCLAIMING APRIL
AS NATIONAL LIBRARY
MONTH IN THE CITY
OF IRWINDALE

PROCLAMATION PROCLAIMING APRIL AS NATIONAL LIBRARY
MONTH IN THE CITY OF IRWINDALE

The proclamation was made.

**SPONTANEOUS
COMMUNICATIONS**

ROBERT DIAZ

Robert Diaz spoke on behalf of his aunts that live on Morada Street, and of their concern that the contractor hired by Panattoni has caused damage to their garage. He requested that Panattoni conduct the necessary repairs.

DENA ZEPEDA

Dena Zepeda congratulated Elijah Butler, complained that she was unable to hear Elijah's recognition, and spoke on the needs of the homeless in Irwindale.

CONSENT CALENDAR

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 absent.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special meeting held March 23, 2022
- 2) Regular meeting held March 23, 2022

ITEM NO. 1B
WARRANTS /
DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
CONSIDERATION OF
RESOLUTION
AMENDING THE
COMPENSATION PLAN

CONSIDERATION OF RESOLUTION AMENDING THE
COMPENSATION PLAN

RESOLUTION NO.
2022-29-3278
ADOPTED

Resolution No. 2022-29-3278, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES AND COMPENSATION FOR CITY EMPLOYEES," was adopted.

ITEM NO. 1D
FEE WAIVER FOR
USE OF CITY FACILITY
FOR A FOUR-DAY
VOTE CENTER

FEE WAIVER FOR USE OF CITY FACILITY FOR A FOUR-DAY
VOTE CENTER

RESOLUTION NO.
2022-28-3278
ADOPTED

Resolution No. 2022-28-3278, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR JUNE 7, 2022, STATEWIDE DIRECT PRIMARY ELECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT AND VOTE CENTER ELECTION PLAN," was adopted.

ITEM NO. 1E
APPROVE OUT-OF
STATE TRAVEL TO
THE 2022
INTERNATIONAL
COUNCIL OF
SHOPPING
CENTERS
CONFERENCE IN
LAS VEGAS, NEVADA,
FOR CITY COUNCIL
AND CITY STAFF

APPROVE OUT OF STATE TRAVEL TO THE 2022
INTERNATIONAL COUNCIL OF SHOPPING CENTERS
CONFERENCE IN LAS VEGAS, NEVADA FOR CITY COUNCIL
AND CITY STAFF

RESOLUTION NO.
2022-33-3283
ADOPTED

Resolution No. 2022-33-3283, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT-OF-STATE TRAVEL TO THE 2022 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS NEVADA FOR THREE CITY COUNCIL MEMBERS AND TWO STAFF REPRESENTATIVES," was adopted.

ITEM NO. 1F
CONSIDERATION OF
A RESOLUTION
APPROVING A

CONSIDERATION OF RESOLUTION NO. 2022-27-3277
APPROVING A TENTATIVE AGREEMENT FOR SUCCESSOR
MEMORANDUM OF UNDERSTANDING WITH THE IRWINDALE
POLICE OFFICERS' ASSOCIATION (IPOA)

TENTATIVE
AGREEMENT FOR
SUCCESSOR
MEMORANDUM OF
UNDERSTANDING WITH
THE IRWINDALE POLICE
OFFICERS'
ASSOCIATION

RESOLUTION NO.
2022-27-3277
ADOPTED

Resolution No. 2022-27-3277, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS' ASSOCIATION (IPOA), FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2024, AND AUTHORIZING THE APPROPRIATION OF FUNDS TO COVER THE COST OF THE INITIAL IMPLEMENTATION OF THE CONTRACT FOR FISCAL YEAR 2021-2022," was adopted.

ITEM NO. 1G
APPROVE
AMENDMENT NO. 2
TO THE MOA BETWEEN
THE SGVCOG AND
DUARTE AND
IRWINDALE

APPROVE AMENDMENT NO. 2 TO THE MOA BETWEEN THE SGVCOG AND DUARTE AND IRWINDALE

Amendment No. 2 to the Memorandum of Agreement between the San Gabriel Valley Council of Government and the City of Duarte and the City of Irwindale was approved, subject to approval as to form by the City Attorney.

ITEM NO. 1H
2021 GENERAL PLAN
ANNUAL PROGRESS
REPORT

2021 GENERAL PLAN ANNUAL PROGRESS REPORT

RESOLUTION NO.
2022-35-3285
ADOPTED

Resolution No. 2022-35-3285, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECEIVING AND APPROVING THE ANNUAL HOUSING ELEMENT PROGRESS REPORT AUTHORIZING STAFF TO SUBMIT THE GENERAL PLAN ANNUAL PROGRESS REPORT FOR THE 2021 CALENDAR YEAR TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH (OPR) AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)", was adopted.

ITEM NO. 1I
APPROPRIATION
FROM THE SAFE,
CLEAN WATER
PROGRAM (MEASURE

APPROPRIATION FROM THE SAFE, CLEAN WATER PROGRAM (MEASURE W) FUND FOR THE ARROW HIGHWAY BEAUTIFICATION PROJECT

1) The appropriation of \$615,310.14 from the Safe, Clean Water

W) FUND FOR THE
ARROW HIGHWAY
BEAUTIFICATION
PROJECT

Program (Measure W) fund and interest account was authorized for expenses and activities for the Arrow Highway Beautification Project, and 2):

RESOLUTION NO.
2022-34-3284
ADOPTED

Resolution No. 2022-34-3284, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE APPROVING THE TRANSFER AND APPROPRIATION OF \$615,310.14 FROM THE MEASURE W FUND TO THE ARROW HIGHWAY BEAUTIFICATION PROJECT," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
ANNUAL
COMPREHENSIVE
FINANCIAL REPORT
FOR FY ENDED
JUNE 30, 2021

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FY ENDED JUNE 30, 2021 (Joint Item with Successor Agency and Housing Authority)

DIRECTOR DURAN

Interim Director Duran introduced Mr. Bryan Gruber of Lance, Soll, and Lunghard LLP, the city's audit team, who presented the staff report.

MAYOR BURROLA

Mayor Burrola asked about the length of time that the audit process takes, to which Director Duran advised that the auditors are here for a week, though they may have follow-up questions after that week.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to receive and accept the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal year ended June 30, 2021.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz thanked the Finance Dept. for their wonderful work.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz commended the Finance Dept. staff and the audit firm.

MAYOR BURROLA

Responding to a question by Mayor Burrola, Director Duran advised that the auditors typically submit a list of items they seek a week before their visit, and that their processes ensure that the city is following general accounting practices.

ROLL CALL	The above-mentioned motion was unanimously approved.
CITY MANAGER MIRANDA	City Manager Miranda thanked the Finance Dept. for their hard work.
<u>ITEM NO. 2B</u> DISCUSSION ON HOW PUBLIC MEETINGS ARE TO BE CONDUCTED UNDER THE CURRENT LOCAL DECLARED EMERGENCY	DISCUSSION ON HOW PUBLIC MEETINGS ARE TO BE CONDUCTED UNDER THE CURRENT LOCAL DECLARED EMERGENCY (Joint Item with Successor Agency and Housing Authority)
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares discussed the report and made a PowerPoint presentation.
COUNCILMEMBER ORTIZ	Councilmember Ortiz suggested continuing to hold meetings under the current process, noting the need to continue to remain vigilant due to the dangers that COVID-19 still poses.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz concurred and noted the current process enjoys a larger number of attendees compared to when the meetings were held completely in person.
MAYOR BURROLA	Mayor Burrola agreed and asked clarifying questions regarding option 1, which Assistant City Manager Olivares expounded on.
RESOLUTION NO. 2022-30-3280 ADOPTED	Resolution No. 2022-30-3280 , 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, 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 APRIL 13, 2022, THROUGH MAY 13, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.
<u>ITEM NO. 2C</u> UPDATE REGARDING THE PARKING LOTS LOCATED AT 5223 AND 5239 MORADA STREET	UPDATE REGARDING THE PARKING LOTS LOCATED AT 5223 AND 5239 MORADA STREET

ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares presented the staff report.
ALVIN GOMEZ	Alvin Gomez asked whether the parking lots could be used overnight by the family members of the residents that live on Morada Street.
ROBERT DIAZ	Robert Diaz repeated his comments about damages to his aunts' garage and suggested the gate be moved toward the center and that it be widened to accommodate larger vehicles.
DENA ZEPEDA	Dena Zepeda suggested that the Morada Street residents be consulted to determine their preferences.
COUNCILMEMBER ORTIZ	In reply to several questions by Councilmember Ortiz, Assistant City Manager Olivares advised that a gate is currently installed at the site.
ASSISTANT CITY ENGINEER CO	Assistant City Engineer Co indicated that staff can determine a maintenance schedule for the gate as well as the times that the gate should open and close. He added that staff can look into moving the gate to accommodate larger vehicles, although he noted that the parking spaces are standard size since the site is designed for passenger vehicles.
COUNCILMEMBER ORTIZ	Councilmember Ortiz stated that the parking lot is for the residents of Morada Street and their guests, and that their suggestions, such as allowing for overnight parking, would be considered. He also indicated that the Council would look to the Engineering Department to come up with the necessary signage and whether the wall that was requested could be built.
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares spoke on enforcement challenges if the parking lot is restricted to certain individuals. Staff can look into this request, as well as the request to allow for overnight parking.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz requested for staff to look into restricting the use of the parking lot to residents of Morada Street as well as their guests and individuals that attend events at the church nearby. He also suggested that Panattoni pay for any damages that their contractor caused at the site.
CITY ATTORNEY GUERRA	City Attorney Guerra suggested that he look into the requests made by the Councilmembers and enforcement issues, after which a report can be prepared and presented to the Council.

MAYOR BURROLA	Mayor Burrola spoke on the need to have appropriate signage at the site.
CITY ATTORNEY GUERRA	City Attorney Guerra noted that the Council has consensus for staff to look into their requests and provide a report for further Council discussion and direction.
ANTHONY NARANJO	Anthony Naranjo spoke on the challenges in creating a parking lot for Morada Street residents and their guests.
<u>ITEM NO. 2D</u> UPDATE ON THE ORGANIZATIONS REQUESTING A FIREWORKS STAND	UPDATE ON THE ORGANIZATIONS REQUESTING A FIREWORKS STAND
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares presented the staff report and made a PowerPoint presentation.
JASON COOK, RONALD RODRIGUEZ, KIM ALCALA, RYAN COOK, JESS MARTINEZ, RUDY HERNANDEZ	Jason Cook, Ronald Rodriguez, Kim Alcala, Ryan Cook, Jess Martinez, and Rudy Hernandez, spoke in support of allowing Covina Vikings Youth Football and Cheer to conduct fireworks sales to raise funds for their sports programs and activities.
SUZANNE GOMEZ	Suzanne Gomez spoke on the need to develop a comprehensive policy to address future requests to sell fireworks from other non-profit organizations.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz spoke on his support of youth sports and noted that, since Northview Vikings would be unable to sell fireworks this year to raise funds, that the Covina Vikings be allowed to take their place.
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares elaborated on the Council's options with regard to this matter.
COUNCILMEMBER ORTIZ	Councilmember Ortiz noted the tight timeline for the actions that need to occur in order to permit Covina Vikings to sell fireworks, to which Assistant City Manager Olivares noted that the Council would need to hold a special meeting on April 11 to introduce the applicable ordinance, which would then be adopted at the regular meeting of April 27, and would become effective 30 days after its adoption. She added that the organization would be unable to submit an application to sell fireworks until that day.

COUNCILMEMBER ORTIZ Councilmember Ortiz spoke on the benefits of youth sports, though he suggested working with the organization to allow them to sell fireworks next year so that they have sufficient time to identify a location for the fireworks sales.

MAYOR PRO TEM AMBRIZ Replying to a question by Mayor Pro Tem Ambriz, City Attorney Guerra indicated that the required ordinance would be easily prepared. He requested, however, that the ordinance specify that the provision sunset this year, after which a draft policy could be prepared and reviewed in depth.

MAYOR BURROLA In response to several questions by Mayor Burrola, Assistant City Manager Olivares advised that Covina Vikings has not identified a site for their potential sale of fireworks, and that it would be incumbent on the organization to locate one. She also noted that the Covina Vikings organization is not affiliated to a school, and that it serves children ages 5 to 14.

Mayor Burrola spoke in favor of drafting the required ordinance to allow this organization to sell fireworks this year only.

MOTION A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to direct staff to draft an ordinance and present it at a special Council meeting on April 18 to allow the Covina Vikings non-profit organization to sell fireworks for the 2022 July 4 holiday season only. The motion was unanimously approved.

CITY ATTORNEY GUERRA City Attorney Guerra noted that, should the organization be unable to find a location for their fireworks sales, then these efforts have been all for naught.

PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda reported that:

- 1) The Planning Department will host an environmental scoping meeting for the Speedway Commerce Center specific plan on April 28.
- 2) The City is accepting applications for the vacant Lieutenant and Housing Coordinator positions.
- 3) Applications for the Summer Youth program will begin April 14.
- 4) The 2021/2022 Residential Street Resurfacing Project will begin phase 1 later this month.
- 5) The 2022 Easter Eggstravaganza event has been scheduled for April 16.
- 6) The next bulky-item pickup event has been scheduled for May 6.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:08 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

April 2022

April 1 - 15, 2022



Number	Vendor Name	Date	Amount
ACH	CalPERS-Medical	4/1/2022	244,210.20
ACH	CalPERS	4/11/2022	2,252.07
ACH	CalPERS	4/13/2022	83,318.57
ACH	CalPERS	4/8/2022	673.00
ACH	EDD	4/13/2022	22,888.55
ACH	Federal Tax	4/13/2022	59,874.31
ACH	Nationwide-457 Plan & Trust	4/7/2022	13,472.83
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	4/7/2022	3,322.00
ACH	PARS-Public Agency Retirement Services	4/6/2021	5,120.00
ACH	ICMA	4/7/2022	10.39
ACH	PARS-FT	4/7/2022	20,972.28
ACH	PARS-PT	4/7/2022	1,434.74
3821408	CJPIA Excess Pool		23,814.72
Report Total:			481,363.66

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 4/21/2022 6:01 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
76659	ALLIAN	Alliant Insurance Services, Inc.	04/07/2022	1,912.00
76660	AMERIC34	American Fidelity Assurance Co	04/07/2022	2,733.64
76661	Ayala01	Leonor Ayala	04/07/2022	438.00
76662	BEAS01	Maria Elena Beas	04/07/2022	75.00
76663	CARDEN01	Rudy Cardenas	04/07/2022	150.00
76664	FRONT01	Frontier Communications	04/07/2022	277.62
76665	GAME02	Abraham Gamez	04/07/2022	300.00
76666	GASCOM	Gas Company, The	04/07/2022	1,339.49
76667	HOYEN	Noelle Hoye	04/07/2022	360.00
76668	JACQ01	Estevan Jacquez	04/07/2022	300.00
76669	LOGAN01	Barbara Logan	04/07/2022	75.00
76670	LOPE02	Juan Lopez	04/07/2022	75.00
76671	MILI01	Cynthia Milian	04/07/2022	75.00
76672	MORAN01	Rita Moran	04/07/2022	7.50
76673	OPTUM01	OptumRx, Inc.	04/07/2022	32,480.60
76674	ORELLA01	Blanca Orellano	04/07/2022	75.00
76675	PERE03	Tania Perez	04/07/2022	75.00
76676	PETE01	Michael Anthony Peters	04/07/2022	400.00
76677	ROME02	Karen Romero	04/07/2022	400.00
76678	SAAV02	Cynthia Saavedra	04/07/2022	300.00
76679	SMART&	Smart & Final	04/07/2022	594.03
76680	SCE02	Southern California Edison	04/07/2022	39,338.71
76681	STGEO01	St. George's Medical Clinic	04/07/2022	745.00
76682	VALLEY01	Valley County Water District	04/07/2022	233.26
76683	VALLEY09	Valley View Mutual Water Co.	04/07/2022	83.66
76684	VEEN01	Louise Van Venedaal	04/07/2022	750.00
76685	VISION01	Vision Service Plan - (CA)	04/07/2022	3,046.17
76686	WAGONER	Pamela Wagoner	04/07/2022	250.00
76687	ZEPEDA04	Dena Zepeda	04/07/2022	300.00
76688	ZEPEDA07	Priscilla Zepeda	04/07/2022	18.00
76689	CALIFO56	California State Disbursement Unit	04/07/2022	604.15
76690	CALIFO57	California State Disbursement Unit	04/07/2022	143.07
Report Total (32 checks):				87,954.90

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 4/21/2022 6:02 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
76693	ACOSTA01	Carol Acosta	04/14/2022	90.00
76694	AH01	AH Illusions Inc.	04/14/2022	495.00
76695	AT&T06	AT & T	04/14/2022	1,657.09
76696	CALED	CALED	04/14/2022	495.00
76697	CALIFO02	California American Water	04/14/2022	938.16
76698	CALIFO01	California Contract Cities	04/14/2022	10,500.00
76699	SANGAB11	California Newspapers Partnership	04/14/2022	501.71
76700	CHART01	Charter Communications	04/14/2022	191.82
76701	CINTAS	Cintas Corporation #693	04/14/2022	160.84
76702	CITY01	City of Hope	04/14/2022	1,500.00
76703	CONCE01	Concentra	04/14/2022	350.00
76704	CPOA	CPOA	04/14/2022	930.00
76705	FRONT01	Frontier Communications	04/14/2022	366.70
76706	Iher	Carol Hernandez	04/14/2022	220.00
76707	IRWIND04	Irwindale Chamber Of Commerce	04/14/2022	15,000.00
76708	JOHN01	Johnson Investigations	04/14/2022	1,000.00
76709	LEGAL03	Legal Shield	04/14/2022	37.90
76710	SCFUELS	SC Fuels	04/14/2022	16,684.88
76711	SCE02	Southern California Edison	04/14/2022	819.11
76712	STATE001	State Of California	04/14/2022	192.00
76713	TAPI01	Regina Tapia	04/14/2022	300.00
76714	TPX 01	TPX Communications	04/14/2022	2,482.75
76715	VALLEY01	Valley County Water District	04/14/2022	9,162.74
76716	VEGA03	Beverly Vega	04/14/2022	500.00
76717	verizonw	Verizon Wireless	04/14/2022	15,573.37
76718	ALESHIRE	Aleshire & Wynder, LLP	04/21/2022	59,072.95
76719	BANKOF03	Bank of The West	04/21/2022	10,824.11
76720	COSTCO02	Costco Wholesale	04/21/2022	856.47
76721	ESPINO10	Iris Espino	04/21/2022	255.40
76722	HOMED	Home Depot Credit Services	04/21/2022	1,609.12
76723	LINN01	Deborah Linn	04/21/2022	1,125.00
76724	OPTUM01	OptumRx, Inc.	04/21/2022	27,403.58
76725	BUCK01	Cameron J Saylor	04/21/2022	246.02
76726	TEXAS01	Texas Life Insurance Co.	04/21/2022	3,463.34
76727	VEGA03	Beverly Vega	04/21/2022	3,250.00
76728	ZEPEDA07	Priscilla Zepeda	04/21/2022	1,342.69
76729	CALIFO56	California State Disbursement Unit	04/21/2022	604.15
76730	CALIFO57	California State Disbursement Unit	04/21/2022	143.07
76731	CITY01	City of Hope	04/21/2022	54.00
76732	FRANC06	Franchise Tax Board	04/21/2022	783.86
76733	ICEA	Irwindale City Employee Assoc.	04/21/2022	770.00
76734	IMEA	Irwindale Mgmt Employee Assoc.	04/21/2022	480.00
76735	IRWIND02	Irwindale Police Officers Assoc.	04/21/2022	3,168.10
76736	ADVANT	Advantage Ford	04/27/2022	312.48
76737	ALESHIRE	Aleshire & Wynder, LLP	04/27/2022	56,821.99
76738	ALLCI01	All City Management Services, Inc	04/27/2022	825.30
76739	ALLEN10	Allen Matkins LLP	04/27/2022	2,040.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
76740	ARAM01	Aramark Uniform & Career Apparel Group	04/27/2022	1,411.65
76741	B&BTIR	B & B Tires Service	04/27/2022	215.53
76742	BAKER01	Baker & Taylor Books	04/27/2022	567.98
76743	BILLST	Bill's Truck Repair, Inc.	04/27/2022	159.00
76744	BRITEW	BriteWorks, Inc.	04/27/2022	13,539.95
76745	CALIFO01	California Contract Cities	04/27/2022	3,600.00
76746	CALI22	CAPIO	04/27/2022	25.00
76747	CARQUEST	Carquest	04/27/2022	21.69
76748	CASC01	CASC Engineering & Consulting	04/27/2022	16,170.10
76749	CDW01	CDW Government	04/27/2022	1,754.40
76750	CINTAS	Cintas Corporation #693	04/27/2022	648.28
76751	LOSANG33	County of Los Angeles	04/27/2022	64,805.20
76752	DAVIDE	David Evans & Associates Inc	04/27/2022	751.60
76753	DELONG	Delong Unlimited	04/27/2022	90.00
76754	DOGWAS01	Dog Waste Depot	04/27/2022	151.09
76755	BATE01	Elior Inc.	04/27/2022	1,745.70
76756	EWINGI	Ewing Irrigation Products, Inc.	04/27/2022	64.25
76757	FEDEX	FedEx	04/27/2022	7.54
76758	GAME01	GameTime	04/27/2022	2,997.00
76759	GEOLOG	Geologic Associates	04/27/2022	45,250.75
76760	GRAING	Grainger	04/27/2022	130.15
76761	IRWIND21	Irwindale Hand Wash & Auto Detail	04/27/2022	1,380.45
76762	ITERIS	Iteris, Inc.	04/27/2022	1,700.00
76763	JCSPLU	JC's Plumbing & Backflow Svc	04/27/2022	602.72
76764	KATZ01	Jeff Katz Architecture	04/27/2022	44,936.00
76765	JOEAGO	Joe A. Gonsalves & Son	04/27/2022	2,375.00
76766	KJSERV01	KJ Services Enviromental Consulting LLC	04/27/2022	170.00
76767	LANDSC	Landscape Warehouse III Inc.	04/27/2022	3.99
76768	LEVEL02	Level Fitness LLC	04/27/2022	6,161.25
76769	LINCOL03	Lincoln Aquatics	04/27/2022	11,602.31
76770	LSA01	LSA Associates, Inc.	04/27/2022	11,557.50
76771	MAINTE01	Maintex	04/27/2022	2,072.38
76772	MIDAS	Manuel C Muratalla	04/27/2022	2,369.98
76773	CALIBE01	Lawrence E. Marino	04/27/2022	4,499.52
76774	MARXBR	Marx Bros Fire Extinguisher Co	04/27/2022	3,429.85
76775	OFFICE03	Office Depot	04/27/2022	373.04
76776	PHASEII	PARS	04/27/2022	1,750.00
76777	PROPRINT	Pro Printing, Inc.	04/27/2022	2,282.90
76778	RICOH01	Ricoh USA, Inc	04/27/2022	1,268.25
76779	RIOHON01	Rio Hondo College	04/27/2022	493.19
76780	ROSENO	Rosenow Spevacek Group Inc	04/27/2022	637.50
76781	SPRING	Springbrook Software, Inc.	04/27/2022	313.25
76782	STERIC01	Stericycle, Inc.	04/27/2022	0.21
76783	STEVEN05	Steven A. Ormenyi & Assoc.	04/27/2022	26,208.44
76784	NORTH	The Northridge Group, Inc.	04/27/2022	6,237.95
76785	TRANSP02	Transportation & Energy Solutions, Inc.	04/27/2022	32,682.85
76786	TUTOR01	Tutor.com	04/27/2022	2,000.00
76787	WESTCO05	West Coast Arborists, Inc.	04/27/2022	2,720.00
Report Total (95 checks):				579,536.09

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

City of
IRWINDALE
AGENDA REPORT

Date: April 27, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Waive the Formal Bidding Procedures and Authorize the City Manager to enter into an Agreement with Pyro Spectaculars for the 4th of July Fireworks Show

City Manager's Recommendation:

- 1) Approve Resolution No. 2022-38-3288, entitled, A Resolution of the City Council of the City of Irwindale, California, Waiving Formal Bidding Procedures Pursuant to Irwindale Municipal Code Section 3.44.080(H), Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Enter into an Agreement with Pyro Spectaculars, Inc. to provide a Fireworks Display Show at the Housing Authority owned 10-acre Site on Allen Drive.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

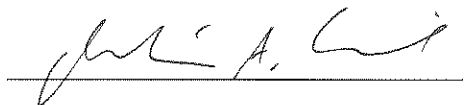
Adrian R. Guerra, City Attorney

Electronically Approved

Jeanette Duran, Interim Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

For almost 20 years, the City of Irwindale has had its annual 4th of July Fireworks Display Show in different sections of the former Manning Pit site with the last few years on Assessor's Parcel No. 8417-34-912, known as the Housing Authority owned 10-acre site on Allen Drive (10-acre Site). The continuation of this show on the 10-acre property requires two approvals. The first is approval from the Housing Authority Board to use the 10-acre Site. On April 27, 2022, the Housing Authority Board adopted Resolution No. 2022-07-117, authorizing and approving the use of the 10-acre Site for the Fireworks Display Spectacular event. The second deals with the required fall zone radius of 420', which encroaches into private property thus requiring the City of Irwindale to obtain approval from the property owner. The City has received approval from the private property owner to allow for encroachment into their property, which enables the City to continue to have the Fireworks Display Show at this location.

The cost of the Fireworks Display Show would exceed \$30,000, which required a formal Request for Proposals.

On February 28, 2022, Recreation staff released Request for Proposals No. 2022-REC1 Fireworks Display for the City of Irwindale on the 4th of July. A notice for Requests for Proposals was posted in the San Gabriel Valley Tribune, on the City's website, at City Hall, at the Irwindale Public Library and at the Irwindale Post Office on February 28, 2022. A mandatory site walk was scheduled for Monday, March 14, 2022 at 8:30 am and attended by Recreation Manager Priscilla Zepeda, Public Works Maintenance Supervisor Pedro Rodriguez and a representative of Pyro Spectaculars. No other fireworks companies attended the mandatory site walk. As such, Pyro Spectaculars was the only company to meet the qualifications to submit an RFP. Questions on this RFP were due on Wednesday, March 16, 2022. There were no questions submitted or addenda released for this RFP. The proposals were due on Tuesday, March 29, 2022 at 2:00 pm. Pyro Spectaculars, Inc. submitted an incomplete proposal to the Recreation Division on Tuesday, March 29th in the amount of \$33,350. Pyro Spectaculars failed to submit Forms A – D. Therefore, the City of Irwindale must reject Pyro Spectaculars proposal for Request for Proposal No 2022-REC1 Fireworks Display.

Due to time restraints and the immediate need for the City of Irwindale to sign a contract to secure a fireworks company for this popular date across Southern California, staff is requesting the City Council waive the bidding process under Irwindale Municipal Code Section 3.44.080(H), which states the bidding process can be waived "when the city council determines by resolution it would be in the best interest of the city to dispense with bidding; provided, however, that the city council shall state the basis of its determination." It is in the best interest of the City of Irwindale to dispense with formal bidding, because without doing so, the City would have to forego its 4th of July Fireworks Show. The Fireworks Display Show is a benefit to the community, allowing residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular. The 4th of July Spectacular has been the City of Irwindale's annual celebration for more than two decades. The Fireworks Display Show for 2022 was an approved event by the City

Council on February 23, 2022. Pyro Spectacular has provided this service to the City for almost 20 years in the same location, as they are familiar with the site, site conditions, Los Angeles County Fire Department requirements and City Maintenance Staff, who they work with each year to ensure a smooth and spectacular fireworks show. Additionally, over the years, the cost of service has always fallen under the signature authority of the City Manager, which provides a disservice to these companies as they are not familiar with the formal bid process.

Fiscal Impact:

The 2022 Fireworks show costs approximately \$33,350 and this cost has been covered annually by a sponsorship from Athens Services. Sufficient funding for this show is available from a donation made from Athens Services.

Attachment(s):

1. Resolution No. 2022-38-3288
2. Pyro Spectaculars, Inc. Proposal & Contract

RESOLUTION NO. 2022-38-3288

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH PYRO SPECTACULARS, INC. TO PROVIDE A FIREWORKS DISPLAY SHOW AT THE HOUSING AUTHORITY OWNED 10-ACRE SITE ON ALLEN DRIVE.

WHEREAS, for almost 20 years, the City of Irwindale has had its annual 4th of July Fireworks Display Show in different sections of the former Manning Pit site with the last few years on Assessor's Parcel No. 8417-34-912, known as the Housing Authority owned 10-Acre Site on Allen Drive (10-acre Site); and

WHEREAS, the Housing Authority must approve and authorize the use of this property for City of Irwindale and Pyro Spectaculars, Inc. use on July 4, 2022 for a Fireworks Display Show; and

WHEREAS, on April 27, 2022, the Housing Authority Board adopted Resolution No. 2022-07-117, authorizing and approving the use of the 10-acre Site for the Fireworks Display Spectacular event; and

WHEREAS, staff was informed that the cost of the Fireworks Display Show for 2022 would be over \$30,000, which requires a formal bidding process; and

WHEREAS, on February 28, 2022, staff released a formal Request for Proposals (RFP) No. 2022-REC1 Fireworks Display for the City of Irwindale on the 4th of July and posted a notice in the San Gabriel Valley Tribune, on the City of Irwindale website, at City Hall, at the Irwindale Public Library, and at the Irwindale Post Office; and

WHEREAS, on Monday, March 14, 2022, a mandatory site walk was held with only City Staff and Pyro Spectaculars in attendance; and

WHEREAS, the proposals were due on Tuesday, March 29, 2022 with Pyro Spectaculars submitting an incomplete proposal when they failed to provide Forms A through D requiring the City to reject their proposal; and

WHEREAS, staff is requesting to waive the formal bidding procedures due to time restraints and the need to enter into a contract to secure a July 4, 2022 fireworks show, which is an extremely popular day for fireworks company; and

WHEREAS, Irwindale Municipal Code ("IMC") Section 3.44.080(H) states that the City Council may waive the bidding process "when the city council determines by resolution it would be in the best interest of the city to dispense with bidding; provided, however, that the city council shall state the basis of its determination"; and

WHEREAS, the City Council desires to waive formal bidding procedures pursuant to IMC section 3.44.080(H) in the best interest of the City and authorize the City Manager

to issue a Purchase Order and enter into an Agreement with Pyro Spectaculars, Inc. to provide a Fireworks Display Show.

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

SECTION 1. The City Council hereby finds the Recitals above true and correct and incorporates them herein by this reference.

SECTION 2. The City Council hereby finds that it in the best interest of the City to waive the bidding process as authorized pursuant to Irwindale Municipal Code Section 3.44.080(H), because the Fireworks Display Show provides a benefit to the community, allowing residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular.

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process pursuant to Irwindale Municipal Code Section 3.44.080(H) and authorizes the issuance of a purchase order to Pyro Spectaculars, Inc.

SECTION 4. The City Council of the City of Irwindale hereby authorizes the City Manager to enter into a purchase agreement with Pyro Spectaculars, Inc., in the amount of \$33,350 to provide a Fireworks Display Show on Assessor's Parcel No. 8417-34-912, also known as the Housing Authority owned 10-Acre Site on Allen Drive.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 6. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 27th day of April 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. 2022-38-3288 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of April 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

PYRO SPECTACULARS

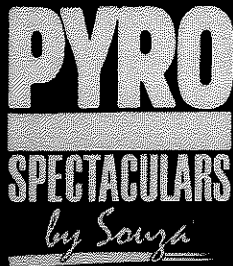
by Souza®

2022 Pyrotechnic Proposal



City of Irwindale

RFQ 2022-REC-1 July 4, 2022



March 29, 2022

City of Irwindale
Priscilla Zepeda
5050 N. Irwindale Ave.
Irwindale, CA 91706
RFQ 2022-REC1

Dear Ms. Zepeda,

In response to RFQ 2022 REC-1, Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2022, 2023 and 2024 celebrations. The following proposal outlines your Programs "A" and "B" for the amount of \$33,350.00. The various fireworks elements provided in Program "A" are prepared to shoot from the open lot at 5000 Allen Drive. The various fireworks elements provided in Program "B" are prepared to shoot from the Alfred F. Herrera Softball Field.

In addition to fireworks, our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for the necessary fire department permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, plot plans, Production Agreements for signature and Scope of Work. Please have one copy of the fully executed agreement for the display of your choice returned to our office by April 13, 2022 along with your Initial Payment.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 228.

Sincerely,

PYRO SPECTACULARS, INC.

A handwritten signature in black ink, appearing to read "Chris Souza", written over a white background.

Christopher Souza

PYRO Show Producer

CS/mb

www.pyrospec.com



Enclosures
P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Pyro Spectaculars, Inc.

Table of Contents

- ◆ Product Synopsis
- ◆ Plot Plans Site 1 and Site 2
- ◆ Production Agreement (3 year)
- ◆ Scope of Work



Product Synopsis • Pyrotechnic Proposal

City of Irwindale

PROGRAM A – July 4, 2022

5000 Allen Drive Lot

\$33,350.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	150
◆ 4" Souza Designer Selections	120
◆ 5" Souza Designer Selections	96
◆ 6" Souza Designer Selections	45
Total of Main Body - Aerial Shells	411

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	144
◆ 3" Souza Designer Bombardment Shells	60
◆ 4" Souza Designer Bombardment Shells	30
Total of Grand Finale	234
Grand Total	645



Product Synopsis • Pyrotechnic Proposal
City of Irwindale
PROGRAM B – July 4, 2022
Alfred F. Herrera Softball Field
\$33,350.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Selections	192
◆ 3" Souza Designer Selections	310
Total of Main Body - Aerial Shells	502

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	500 Shots
◆ Sousa Diamond Line Custom Multishot Device	1500 Shots
◆ Sousa Emerald Line Custom Multishot Device	600 Shots
◆ Sousa Ruby Line Custom Multishot Device	1000 Shots
◆ Sousa Silver Line Custom Multishot Device	125 Shots
Total of Pyrotechnic Devices	3,725

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	90
◆ 3" Souza Designer Bombardment Shells	120
Total of Grand Finale	310

Grand Total 4,537





Irwindale July 4th Fireworks Plot Plan

Fallout radius 420 ft
max 6 inch aerial shells

Viewing Area

Irwindale Police Department

Irwindale City Hall

Calle de la Pasada

Calle de la Pasa

Calle de la Pasa

34° 6'14.04"N
117° 55'42.48"W

X
Firing site

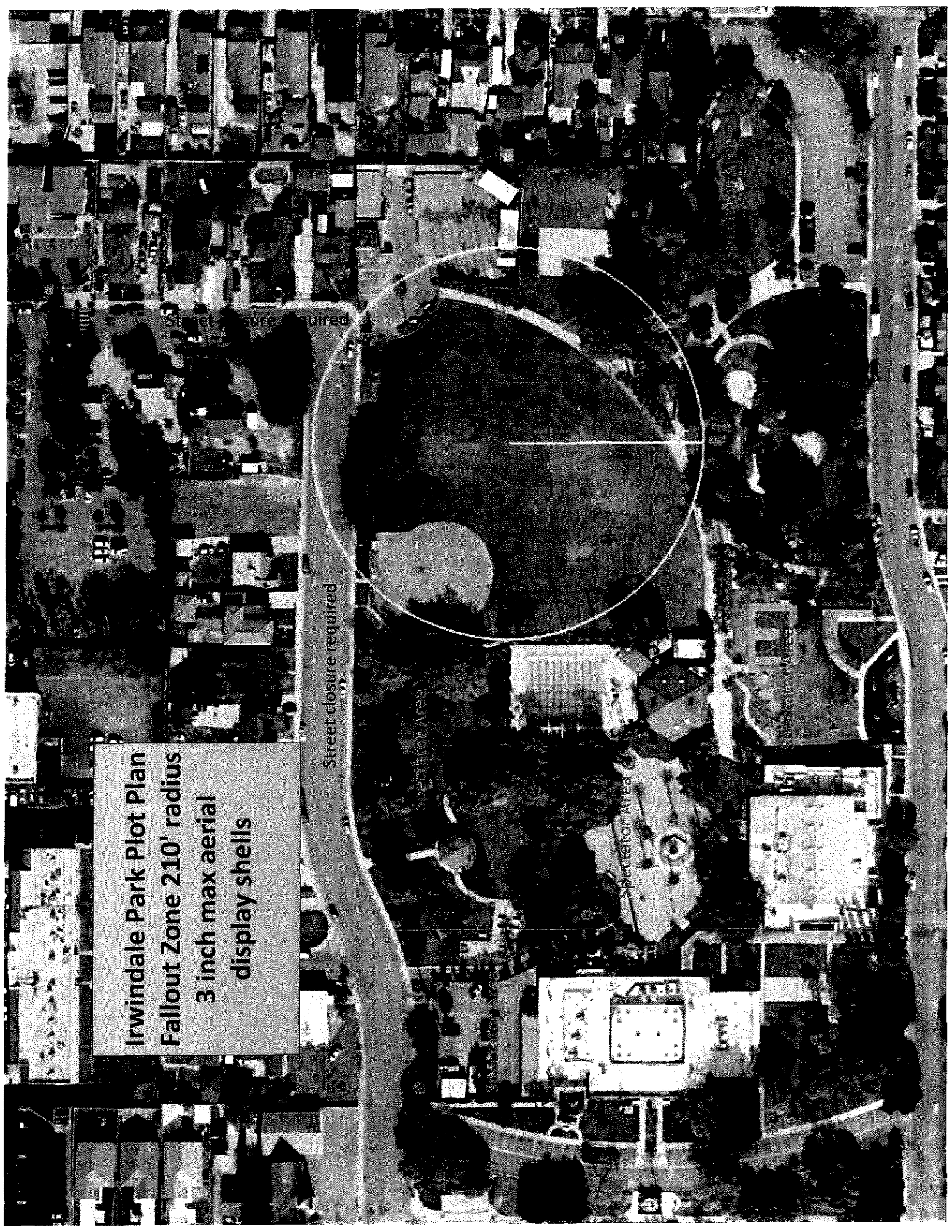
Irwindale Park Plot Plan
Fallout Zone 210' radius
3 inch max aerial
display shells

Street closure required

Spectator Area

Spectator Area

Spectator Area



PRODUCTION AGREEMENT (Special)

This agreement ("Agreement") is made this _____ day of _____, 2022 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Irwindale, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT three (3) fireworks productions ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Productions shall take place on July 4, 2022, 2023 and 2024, at approximately 9:00 p.m., at Rock Quarry across the street from the City Hall, 5000 Allen Dr., Irwindale, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$33,350.00 USD (THIRTY-THREE THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$16,675.00 USD (SIXTEEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$16,675.00, upon the execution of this Agreement by both parties but no later than April 13, 2022. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs"). The balance of the Fee shall be paid no later than July 5, 2022. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Fee - For the July 4, 2023 Production**, CLIENT agrees to pay PYRO a fee of \$34,350.00 USD (THIRTY-FOUR THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$17,175.00 USD (SEVENTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,175.00, as a deposit ("Deposit") no later than April 3, 2023. The balance of the Fee shall be paid no later than July 5, 2023.

3.3 **Fee - For the July 4, 2024 Production**, CLIENT agrees to pay PYRO a fee of \$35,350.00 USD (THIRTY-FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$17,675.00 USD (SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,675.00, as a deposit ("Deposit") no later than April 1, 2024. The balance of the Fee shall be paid no later than July 5, 2024.

3.4 Upon mutual written agreement of the Parties, this Agreement may be extended by the Parties for up to two (2) additional one (1) year terms, the cost of which shall not exceed 10% from year 2024 to 2025 and year 2025 to 2026.

3.5 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.6 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Los Angeles County Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Irwindale
Program A
July 4, 2022, 2023 & 2024
Page 3 of 4

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Irwindale, 5050 N. Irwindale Ave., Irwindale, CA 91706.

18. **Modification of Terms** - All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** - If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

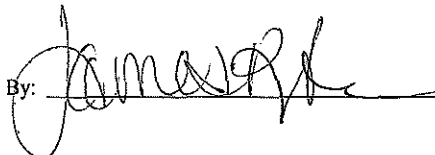
20. **Price Firm** - If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 13, 2022
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

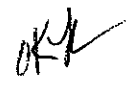
EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Irwindale

By: 

Its: President

Date: 3/31/22 

By: _____

Its: _____

Print Name

Date: _____

SHOW PRODUCER: Christopher Souza

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Irwindale ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- The Pyro Spectaculars, Inc., Productions shall take place on July 4, 2022, 2023 and 2024, at approximately 9:00 p.m., at Rock Quarry across the street from the City Hall, 5008 Allen Dr., Irwindale, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

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

City of
IRWINDALE
AGENDA REPORT

Date: April 27, 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: Investment Quarterly Report for March 31, 2022

City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for March 31, 2022.

Administrative Action:

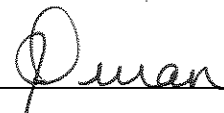
Submitted by:

Jeanette Duran,
Interim Finance Director/City Treasurer
(626) 430-2268



Prepared by:

Jeanette Duran,
Interim Finance Director/City Treasurer

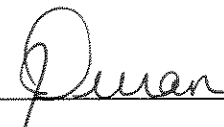


Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel

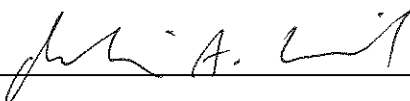
Electronically Approved

Jeanette Duran,
Interim Finance Director/City Treasurer



Approved by:

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 attached Investment Report summarizes the cash balances and investments as of March 31, 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.

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

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until June 8, 2022. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

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

Attachment:

City of Irwindale Investment Report – March 31, 2022

**CITY OF IRWINDALE
INVESTMENT REPORT
March 31, 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	\$ 4,800,665	0.36%			\$ 4,800,665	
LOCAL AGENCY INVESTMENT FUND (LAIF)	46,498,252	0.37%			\$ 46,498,252	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.52%	07/28/21	01/28/25	4,739,450	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,684,400	AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,812,560	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,701,900	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,699,400	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,688,850	AAA
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,743,350	AAA
Sub-Total US Government Agencies:	33,000,000				31,069,910	
CERTIFICATES OF DEPOSIT						
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	240,300	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	240,919	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	240,948	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	241,078	
Sub-Total Certificates of Deposit:	960,000				963,245	
Total City of Irwindale Investments (Pooled Funds):	85,258,917				83,332,071	
<u>HOUSING AUTHORITY (Funds 11 & 12)</u>						
BANK OF THE WEST GENERAL ACCOUNT	181,938	0.36%			181,938	
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,669,316	0.37%			7,669,316	
	7,851,254				7,851,254	
<u>SUCCESSOR AGENCY (Funds 50-66)</u>						
BANK OF THE WEST GENERAL ACCOUNT	164,226	0.36%			164,226	
LOCAL AGENCY INVESTMENT FUND (LAIF)	13,472,919	0.37%			13,472,919	
	13,637,144				13,637,144	
GRAND TOTAL OF INVESTMENTS	106,747,315				104,820,470	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 9, 2021. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.21 years, and the weighted average yield of the City's pooled investments at cost is 0.479%. Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by 

Jeanette Duran, Interim Finance Director/City Treasurer

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1E, SA Item 1D
HA Item 1C

Date: April 27, 2022

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

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

Issue: Approval of Extension of Contract for Annual Audit Services.

City Manager/Executive Director's Recommendation:

Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP, to provide annual audit services for two additional years.

Administrative Action:

Submitted by:

Jeanette Duran
Interim Finance Director/City Treasurer
(626) 430-2268

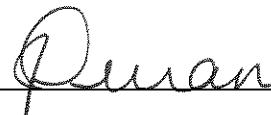


Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel

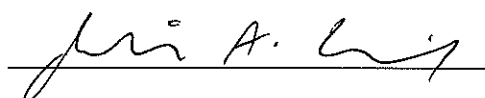
Electronically Approved

Jeanette Duran
Interim/Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager/Executive Director



Background and Analysis:

The City has an existing contract with Lance Soll & Lunghard, LLP, a licensed Certified Public Accountants (LSL), to conduct an audit of the citywide financial operations, and to assist in the preparation of the City's Annual Comprehensive Financial Report (ACFR) and other required reports. The existing contract included the term of three fiscal years ending June 30, 2020 through June 30, 2022, with an option for a two-year extension.

City Staff is recommending the approval of the two year contract extension with LSL. The current audit firm's in-depth knowledge of the City's financial processes and operations provides valuable continuity, particularly with respect to the recent significant changes with the dissolution of the redevelopment agency and pension liability valuation and reporting.

The term extension of two additional years will provide for audit services for fiscal years ending June 30, 2023 and June 30, 2024. The services provided in the annual audit will remain the same as in prior years. These services are listed in the Scope of Services in the existing contract, and include:

- Financial audits of the City's and component unit financial operations;
- Preparation of the financial statements and notes to conform with generally accepted financial statements;
- Assistance in preparation of the City of Irwindale CAFR in order to obtain GFOA Award of Excellence;
- Perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111 and issue required report for Appropriations Limit;
- Single audit procedures and report if necessary (required only if the City expends Federal funding over \$750,000);
- Review, analyze and make recommendations on the internal control structure of the City's financial operations.

Fiscal Impact:

This professional services contract is for citywide financial comprehensive audit services. As provided in the Schedule of Compensation (Exhibit B of the existing contract), the proposed cost for the two year extension option include a three percent (3%) increase in the annual fees.

Audit services are budgeted every year during the regular budget process. The audit for all funds of the City of Irwindale will be \$38,349 for FY 2022-2023 which will take place during FY 2023-2024. The audit services for the Successor Agency will be \$6,343, the Housing Authority will be \$5,373, and the Irwindale Community Foundation will be \$4,917. The amount listed for a Single Audit of \$5,190 will only be charged if a federally mandated Single Audit is required, which is rare, and will be charged to the fund where the federal expenditures are charged from.

Attachments:

- 1) Amendment No 1 To Professional Services Agreement for Auditor Services
- 2) Professional Services Agreement for Auditor Services dated December 11, 2019
- 3) Appendix A – Lance, Soll & Lunghard, LLP Quote for Audit Services

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT FOR AUDIT SERVICES

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR AUDIT SERVICES ("Amendment") by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and LANCE, SOLL & LUNGHARD, LLP, a California limited liability partnership ("Consultant") is effective as of the 27th day of April, 2022.

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement for Audit Services dated December 11, 2019 ("Agreement") whereby Consultant agreed to provide auditing services to City and related agencies mentioned in Exhibit A of the Agreement ("Services").

B. City and Consultant now desire to amend the existing Agreement pursuant to the terms of this Amendment to extend the services to cover auditing for the 2023 and 2024 Fiscal Years of the City and the aforementioned related agencies and provide for the fees for such services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

(a) The provisions of Section 2.1 of the Agreement shall be amended in its entirety and shall read as follows:

Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the " Schedule of Compensation and Performance" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$69,487 for FY 2019-2020, \$71, 572 for FY 2020-2021, ~~and \$ 73, 719 for FY 2021- 2022,~~ ***\$75,929 for FY 2022-2023, and \$78,208 for FY 2023-2024***, for a total contract sum over ~~three-five~~ fiscal years of Three Hundred Sixty-Eight Thousand, Nine Hundred, and Fifteen Dollars (\$ 368,915) (" Contract Sum").

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been

no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

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	_____
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT _____
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES _____
☐	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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☐	INDIVIDUAL	_____
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☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT _____
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES _____
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

**CITY OF IRWINDALE
PROFESSIONAL SERVICES AGREEMENT FOR
AUDIT SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 11th day of December, 2019, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Lance, Soll and Lunghard, LLC (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

1.4 Special Requirements. There are no additional terms and conditions of to this Agreement.

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 and Performance" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$69,487 for FY 2019-2020, \$71,572 for FY 2020-2021, and \$73,719 for FY 2021-2022, for a total contract sum over three fiscal years of Two Hundred Fourteen Thousand, Seven Hundred and Seventy-Eight Dollars (\$214,778) ("Contract Sum").

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) 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 Compensation and Performance" attached hereto as Exhibit "B" 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 (3) years, with the City's option to extend for two (2) additional one-year periods.

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

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

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office

form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

5.2 Other Provisions or Requirements.

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

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

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and

volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract

Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

6.5

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 "B". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

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

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement

which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

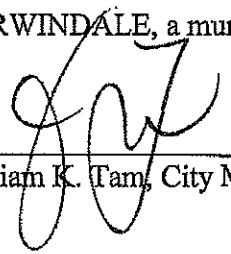
8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally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

[Signatures on the following page.]

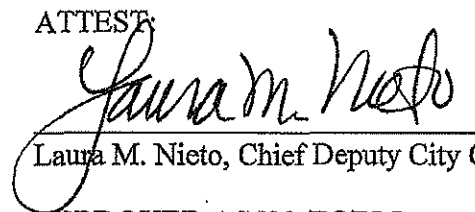
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation


William K. Tam, City Manager

ATTEST:

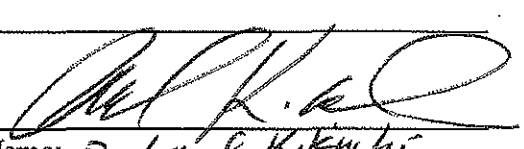

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


Fred Galante, City Attorney

CONSULTANT:

By: 

Name: Richard Kikuchi
Title: Managing Partner

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 _____

On _____, 2018 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 _____, 2018 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

The annual services that would be provided for the City of Irwindale would be as follows:

1. Contractor will perform an audit of all funds of the City of Irwindale that shall include the following oversight and component units:

City of Irwindale
Successor Agency to the Irwindale Community Redevelopment Agency
Irwindale Housing Authority
Irwindale Reclamation Authority
Irwindale Community Foundation

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States.

2. Contractor shall work with the City in preparing the Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the Contractor. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The Contractor will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information.
3. Contractor will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses and follow up on prior audit findings where required. As a note, a Single Audit will only be required if federal expenditures exceed the required threshold, currently at \$750,000.
4. Contractor shall perform all GASB 68 testwork and reporting for complying with pension liability reporting requirements.
5. Contractor shall perform all GASB 75 testwork and reporting for complying with Other Post Employment Benefit liability reporting requirements.
6. Contractor shall perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111. This review shall be conducted according to guidelines established by the

League of California Cities. Contractor shall prepare and issue the Independent Accountant's Report of Agreed-Upon Procedures Applied to Appropriations Limit Worksheets.

7. Contractor shall prepare a management letter containing comments and recommendations for improving the accounting procedures and the systems for internal controls (control deficiencies not considered material weaknesses)
8. Contractor will prepare a letter to the City Council containing required communications about the audit process.
9. Contractor will deliver the Housing Authority Financial Statements and the Independent Auditors' Report by no later than November 30th of each fiscal year. This of course is assuming City has met all required deadlines as outlined in the Prepared by Client Listing and responded timely to all inquiries and requests.
10. Contractor will deliver the CAFR and all other required reports in order to timely file for the Government Finance Officers' Association Excellence in Financial Reporting Award every fiscal year.
11. Contractor will assist the City with the implementation of new GASB pronouncements required by Governmental Accounting Standards Board.
12. Contractor will review and make recommendations on the internal control structure of the finance operations, and prepare reports to the governing bodies of any findings.
13. Contractor will keep the City informed on state and national developments affecting accounting, audit and financial reporting issues.
14. Contractor will, on an as needed basis, provide basic advice and guidance on financial reporting.

EXHIBIT "B"

SCHEDULE OF COMPENSATION AND PERFORMANCE

City of Irwindale

LSL Proposed Audit Years and Audit Fees:

	Option Years				
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
City Audit and CAFR Preparation	\$ 35,095	\$ 36,148	\$ 37,232	\$ 38,349	\$ 39,500
Successor Agency	5,805	\$ 5,979	\$ 6,159	\$ 6,343	\$ 6,534
Single Audit*	4,750	\$ 4,893	\$ 5,039	\$ 5,190	\$ 5,346
Housing Successor	4,917	\$ 5,065	\$ 5,217	\$ 5,373	\$ 5,534
Irwindale Community Foundation	4,500	\$ 4,635	\$ 4,774	\$ 4,917	\$ 5,065
GASB 68 Testwork and Reporting	10,815	\$ 11,139	\$ 11,474	\$ 11,818	\$ 12,172
GASB 75 Testwork and Reporting	3,605	\$ 3,713	\$ 3,825	\$ 3,939	\$ 4,057
	\$ 69,487	\$ 71,572	\$ 73,719	\$ 75,931	\$ 78,209

*Per Major Program

Contractor will deliver the Housing Authority Financial Statements and the Independent Auditors' Report by no later than November 30th of each fiscal year. This of course is assuming City has met all required deadlines as outlined in the Prepared by Client Listing and responded timely to all inquiries and requests.



CITY OF IRWINDALE
LSL CPAs – Quote for Audit Services
Appendix A

FEES	2022-23	2023-24
City Audit and ACFR Preparation	\$38,349	\$39,500
Successor Agency	6,343	6,534
Housing Successor	5,373	5,534
Single Audit Report *	5,190	5,346
Irwindale Community Foundation	4,917	5,065
GASB 68 Testwork and Reporting	11,818	12,172
GASB 75 Testwork and Reporting	3,939	4,057
Total	\$75,929	\$78,208

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

City of
IRWINDALE
AGENDA REPORT

Date: April 27, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution No. 2022-36-3286, Amending the City's Personnel Rules to Modify the Effective Period of Eligibility Lists for Recruitments for Part-Time Positions

City Manager's Recommendation:

- 1) Adopt Resolution No. 2022-36-3286 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2015-31-2760, AMENDING SECTION 4.50 OF THE CITY'S PERSONNEL RULES REGARDING THE EFFECTIVE PERIOD OF ELIGIBILITY LISTS FOR RECRUITMENTS FOR PART-TIME POSITIONS."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Jeanette Duran, Interim Finance Director/ City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis

The City of Irwindale's Personnel Rules, last amended by Resolution No. 2015-31-2760 on June 24, 2015, establish and facilitate a fair and equitable personnel management system within the

City organization. Personnel Rules provide documented procedures related to human resources practices, including recruitments, job classifications, personnel appointments, compensation practices, benefits, and disciplinary processes.

Section 4.50 of the Personnel Rules sets forth guidelines pertaining to the establishment and effective period of eligibility lists. An eligibility list is a list of qualified applicants who have passed all parts of an examination process and can be considered for employment for a position with the City based on minimum scores. As set forth in Section 4.50, eligibility lists for part-time and full-time recruitments are effective for a period of twelve (12) months or until exhausted, whichever comes first. Eligibility lists may also be terminated at any time when less than three (3) eligible candidates remain.

At the October 13, 2021 City Council meeting, Council expressed its desire to amend Section 4.50, changing the effective period for eligibility lists for part-time recruitments from twelve (12) months to six (6) months and directed staff to bring back an amendment for consideration.

Per section 2.13.060 of the IMC, the Personnel Rules may be modified by a resolution of the City Council. Except as modified and reflected in Resolution No. 2022-36-3286, all other provisions of the Personnel Rules shall remain unmodified and in full force and effect.

Fiscal Impact:

There is no fiscal impact.

Attachment: Resolution No. 2022-36-3286

RESOLUTION NO. 2022-36-3286

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPLACING RESOLUTION NO. 2015-31-2760, AMENDING SECTION 4.50 OF
THE CITY'S PERSONNEL RULES REGARDING THE DURATION OF
ELIGIBILITY LISTS FOR RECRUITMENTS FOR PART-TIME POSITIONS**

WHEREAS, the City Council, by Ordinance No. 521, dated March 26, 1996, adopted Chapter 2.13 of the Irwindale Municipal Code, regulating the personnel system within the City; and;

WHEREAS, pursuant to Section 2.13.060 of the Irwindale Municipal Code, the City Council of the City of Irwindale, on June 24, 2015, adopted Resolution No. 2015-31-2760 establishing the most recent version of the City of Irwindale Personnel Rules ("Personnel Rules"); and

WHEREAS, an eligibility list is a list of qualified applicants who have passed all parts of the examination process and can be considered for employment for a position with the City based on minimum established scores; and

WHEREAS, Section 4.50 [Eligibility Lists] of the Personnel Rules sets forth the duration of eligibility lists for both full-time and part-time positions; and

WHEREAS, Section 4.50 [Eligibility Lists] of the Personnel Rules sets forth that eligibility lists for both full-time and part-time positions shall remain in effect for twelve (12) months; and

WHEREAS, the City Council wishes to amend Section 4.50 [Eligibility Lists] of the Personnel Rules to provide that eligibility lists for part-time positions be effective for a period of six (6) months from the date of their establishment.

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

SECTION 1. Section 4.50 of the City's Personnel Rules shall be amended as follows (new text is shown in ***bold and italics***):

"4.50 – Eligibility Lists.

Lists of applicants to be considered for job openings in a particular classification may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination for an advertised City position and have qualified for said classification. Each such list shall bear an expiration date. The City will use the rule of three, whereby hiring or promotion selection may be made from the top three candidates on the relevant hire or promotion list. At the time selection is made, in the event one of the candidates is not available for appointment the department head/authority can request an additional (the next) name to replace the unavailable candidate. The hiring department may appoint any of the top three candidates on the eligibility list, regardless of ranking, provided all candidates with higher rankings have been interviewed.

Eligibility lists **for full-time employee position recruitment** shall remain in effect for twelve (12) months or until exhausted, whichever occurs first. **Eligibility lists for part-time employee position recruitment shall be effective for a period of six (6) months from the date of their establishment or until exhausted, whichever comes first.** An eligibility list may be terminated at any time when less than three (3) eligible candidates remain.

The Personnel Officer, upon either the Personnel Officer's determination or the recommendation of the Department Director, may remove a name from an eligibility list for any of the following reasons:

- A. If the eligible person accepts an appointment with the City to a regular position of the same or higher classification. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.
- B. If the eligible person requests in writing removal from the list.
- C. If the eligible person fails to respond within fourteen (14) calendar days to a notification or letter which has been mailed to the person's last address on file with the City.
- D. If the eligible person is unable to accept any offered position.
- E. If a person on a promotional eligibility list resigns from City employment.
- F. If other circumstances, such as conviction of a crime involving moral turpitude or loss of a required license, make the person ineligible.

Placement on an eligibility list does not guarantee employment with the City of Irwindale.

If a vacancy exists in a classification for which there is no appropriate eligibility list, the Personnel Officer may prepare a list from one or more existing related lists by selecting names of eligible from eligibility lists for classifications which are assigned to the same or higher pay range and which have minimum qualifications similar to those of the classifications which the vacancy exists."

SECTION 2. Except as so modified herein, all other provisions of the Personnel Rules shall remain unmodified and in full force and effect.

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

PASSED, APPROVED and ADOPTED this 27th day of April, 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. 2022-36-3286 was duly introduced at a regular meeting of the Irwindale City Council held on April 27 2022, by the following vote of the Council:

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: April 27, 2022

To: Honorable Mayor and Members of the City Council

From: Julian Miranda, City Manager

Issue: Approve Out-of-State Travel to the American Public Works Association's 2022 Annual Conference and Public Works Expo in Charlotte, North Carolina for City Staff

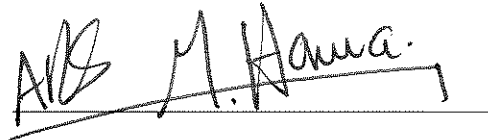
City Manager's Recommendation:

That the City Council adopt Resolution No. 2022-37-3287 titled "A Resolution of the City Council of the City of Irwindale Approving Out-of-State Travel to the American Public Works Association's 2022 Annual Conference and Public Works Expo in Charlotte, North Carolina for One City Staff Member."

Administrative Action:

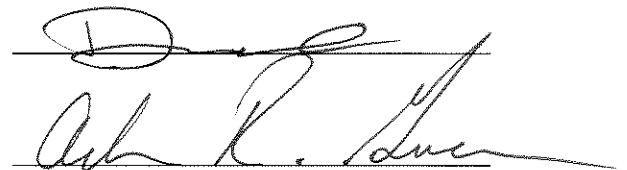
Submitted by:

Arsanious Hanna,
Director of Engineering/ Building Official



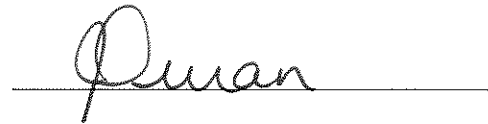
Prepared by:

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



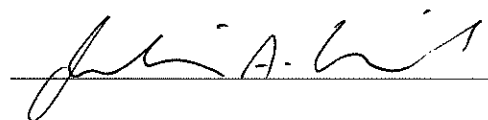
Reviewed by:

Adrian R. Guerra, City Attorney



Jeanette Duran,

Interim Finance Director / City Treasurer



Approved by:

Julian Miranda, City Manager

Background and Analysis:

The American Public Works Association's (APWA) Annual Conference and Public Works Expo (PWX) draws thousands of public works professionals from all over the world. It provides over 125 education sessions that address current public works issues—as well as ongoing challenges. APWA's education sessions are based on the very latest learning models: classroom, interactive, and "live" learning labs.

Attendance at this event by the City's Director of Engineering/Building Official will provide up-to-date education and information on topics pertinent to Irwindale. Of particular interest for Irwindale's Public Works Engineering Department at this year's conference are sessions on construction management, emergency management, stormwater, flood control, bridges, and traffic engineering.

The conference also allows for the opportunity to see an extensive gathering of exhibitors that showcase the latest products, services, and technologies specific to public works; as well as opportunities to network with peers, hone leadership abilities, and learn new job skills.

Fiscal Impact:

Estimated costs for the Director's attendance at this conference are \$3,100. This figure includes registration, airfare, hotel, meals, and ground transportation. There are sufficient funds in the Public Works Engineering Department's FY 2021-2022 budget to cover the advance costs of registration, and airfare for this conference. Funding for costs to be incurred at the conference (hotel, meals and ground transportation) in August 2022 are part of FY 2022-23 department budget.

Attachments:

- Resolution No. 2022-37-3287
- APWA 2022 Conference Schedule

RESOLUTION NO. 2022-37-3287

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING OUT-OF-STATE TRAVEL TO THE AMERICAN PUBLIC WORKS
ASSOCIATION'S 2022 ANNUAL CONFERENCE AND PUBLIC WORKS EXPO IN
CHARLOTTE, NORTH CAROLINA FOR ONE CITY STAFF MEMBER**

WHEREAS, the American Public Works Association's (APWA) Annual Conference and Public Works Expo draws thousands of public works professionals from all over the world and provides over 125 education sessions that address current public works issues—as well as ongoing challenges; and

WHEREAS, attendance at this event by the City's Director of Engineering/Building Official allows for acquiring up-to-date education and information on topics pertinent to Irwindale, including construction management, emergency management, stormwater, flood control, bridges, and traffic engineering; and

WHEREAS, the Director of Engineering/Building Official will represent the City of Irwindale at the conference and by attending will acquire education and information for the benefit, betterment, and safety of the City and the community it serves.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds the above recitals true and correct and they are incorporated herein.

SECTION 2. The City Council hereby finds the City's participation in the 2022 American Public Works Association Annual Conference (APWA) in Charlotte, North Carolina serves the valid public purpose of acquiring education and information for the benefit, betterment, and safety of the City and the community it serves, and approves out-of-state travel for one staff member to attend the 2022 APWA Annual Conference and Public Works Expo.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall take effect immediately.

PASSED, APPROVED and ADOPTED this 27th day of April 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. 2022-37-3287 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of April 2022, by the following vote:

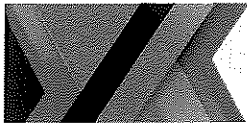
AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



PWX 2022:

READY AND RESILIENT

August 28–31 | Charlotte, NC

Schedule at a Glance

NOTE: All meetings and events are at the Charlotte Convention Center unless otherwise noted.

Sunday, August 28

Registration

6:30 a.m.–5:00 p.m.

First Timers and New Members Meeting

7:00–8:20 a.m.

Education Sessions

8:30–9:45 a.m.

Opening Ceremony and Keynote

10:00 a.m.–noon

Exposition Open

Noon–4:00 p.m. (non-compete: noon–3:00 p.m.)

Exhibitor Solutions Theater #1 and Theater #2

1:00–3:50 p.m.

Technology Solutions Theater

1:00–3:50 p.m.

New Product Theater

1:00–3:50 p.m.

Prize Drawings

2:50 p.m.

APWA Connect LIVE!

Education Sessions

3:00–4:50 p.m.

Get Acquainted Party at NASCAR Hall of Fame

(ticketed event)

6:00–9:00 p.m.

Monday, August 29

Registration

7:00 a.m.–5:00 p.m.

Education Sessions

8:00–9:30 a.m.

Monday, August 29

Exposition Open

9:00 a.m.–3:00 p.m. (non-compete: 11:00 a.m.–2:00 p.m.)

National Equipment Rodeo Competition

9:00–11:00 a.m.

Education Sessions

9:45–11:00 a.m.

Fleet Workshop (morning session)

9:45–11:00 a.m.

Exhibitor Solutions Theater #1 and Theater #2

10:00 a.m.–2:50 p.m.

Technology Solutions Theater

10:00 a.m.–2:50 p.m.

New Product Theater

10:00 a.m.–2:50 p.m.

CPWA Luncheon (ticketed event)

Noon–1:30 p.m.

Prize Drawings

1:50 p.m.

Education Sessions

2:00–4:50 p.m.

Operations and Maintenance Training

2:00–4:50 p.m.

Fleet Workshop (afternoon session)

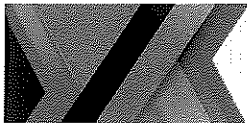
2:00–4:50 p.m.

Public Works Stormwater Summit (day one)

2:00–5:00 p.m.

Awards & Recognition Ceremony

5:00–6:15 p.m.



PWX 2022:

READY AND RESILIENT

August 28–31 | Charlotte, NC

Schedule at a Glance

NOTE: All meetings and events are at the Charlotte Convention Center unless otherwise noted.

Tuesday, August 30

5K Run

7:30 a.m.

Coordinated by the North Carolina Chapter

Registration

7:00 a.m.–5:00 p.m.

General Session

8:00–9:30 a.m.

Exposition Open

9:00 a.m.–1:00 p.m. (non-compete: 11:00 a.m.–1:00 p.m.)

Education Sessions

9:45–11:00 a.m.

Small Cities Rural Communities Brunch (ticketed event)

10:00–11:30 a.m.

Diversity Brunch (ticketed event)

10:00–11:30 a.m.

Exhibitor Solutions Theater #1 and Theater #2

10:00 a.m.–1:00 p.m.

Technology Solutions Theater

10:00 a.m.–2:50 p.m.

New Product Theater

10:00 a.m.–2:50 p.m.

Prize Drawings

12:50 p.m.

Education Sessions

2:00–4:50 p.m.

Tuesday, August 30

Public Works Stormwater Summit (day two)

2:00–5:00 p.m.

Chapter Dinners

Evening

Wednesday, August 31

Technical Tours (ticketed events)

7:00–11:00 a.m.

Registration

7:00 a.m.–noon

Education Sessions and Classroom Workshops

7:30–10:45 a.m.

Closing General Session and Keynote

11:00 a.m.–12:15 p.m.

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

City of
IRWINDALE
AGENDA REPORT

Date: April 27, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: School/Charter Bus Video Surveillance System Policy

City Manager's Recommendation:

- 1) Adopt Resolution No. 2022-39-3289 entitled, "A Resolution of the City Council of the City of Irwindale, Adopting and Approving a School/Charter Bus Video Surveillance System Policy" by title only, with further reading waived.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

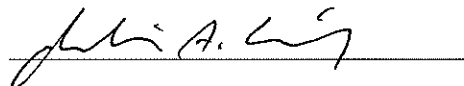
Electronically Approved

Jeanette Duran, Interim Finance Director/City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Parks and Recreation Commission has been an advocate for surveillance cameras on the City of Irwindale's school/charter buses for the past few years. At its June 2, 2021 meeting, the Parks and Recreation Commission once again requested information on the requirements for installing surveillance cameras on the City's school/charter buses.

On June 9, 2021, the City Council adopted Resolution No. 2021-52-3264 entitled, "A Resolution of the City Council of the City of Irwindale Appropriating \$400,000 from the City's General Fund Reserve Balance for the Citywide Video Surveillance System." This system included surveillance cameras for the City of Irwindale's two school/charter buses.

As the Information Technology Manager conducted research on the best citywide video surveillance system for the City of Irwindale, it was determined that the school/charter bus video surveillance system should be separate from the citywide system due to the different type of camera required and the length of time required to save the recordings.

After an informal bid process and reviewing camera systems from various vendors, staff awarded the purchase and installation of school/charter bus cameras to Safety Vision in October 2021. Staff received the camera system from Safety Vision in early November and the cameras were installed on Wednesday, November 17 and Thursday, November 18, 2021.

Before the cameras are turned on, a policy is recommended to be drafted and approved by the City Council. A notice and acknowledgment form will be sent to all parent(s)/legal guardian(s) informing them of the installation of these cameras in the City's school/charter buses. An acknowledgement form regarding the policy will also be provided to City employees.

Additionally, as the video recordings and any GPS location and bus sensor information created as a result of the surveillance system may be used for a legitimate purpose related to employment or business functions, including usage in disciplinary proceedings of City employees, the City has met and conferred with the representatives of the affected employee organization (ICEA) regarding the policy pursuant to the provisions of the Meyers-Millias-Brown Act (Government Code § 3500 et seq.).

The attached School/Charter Bus Video Surveillance System Policy has been reviewed by City staff, the City Attorney's office, California Joint Insurance Powers Authority, the Covina-Valley Unified School District, and the Irwindale City Employees Association. The Policy was brought before the Parks and Recreation Commission for their review, approval, and recommendation to the City Council for approval at its April 6, 2022 meeting.

Fiscal Impact:

The cost to purchase and install the cameras was \$8,319.82 and funds were allocated in this year's budget.

Attachment(s):

1. Resolution No. 2022-39-3289 including Exhibit "A" School/Charter Bus Video Surveillance System Policy, Exhibit "B" School/Charter Bus Video Surveillance System Acknowledgement Form – Parents, and Exhibit "C" Acknowledgement of Receipt of School/Charter Bus Video Surveillance System Policy – Employees

RESOLUTION 2022-39-3289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING A SCHOOL/CHARTER BUS VIDEO SURVEILLANCE SYSTEM POLICY

WHEREAS, the City of Irwindale (City) maintains two school/charter buses for use by City residents for transportation to school, school-related activities, and other activities organized by the City; and

WHEREAS, the City of Irwindale is committed to the safety and security of students, residents, and staff who ride on such school/charter buses; and

WHEREAS, the City recognizes the use of video surveillance systems on school/charter buses as an important tool in the management of safety and security and as an education tool to enhance the performance of all City staff; and

WHEREAS, the City has installed cameras in its two school/charter buses; and

WHEREAS, prior to activating such cameras, the City desires to establish a policy to regulate the use of such cameras and protect the legal and privacy interests of the City, its employees, and any passengers of the City's school/charter buses; and

WHEREAS, the City has met and conferred with the representatives of the affected employee organization (ICEA) regarding the installation of cameras on the City's school/charter buses and adoption of the related policy pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 *et seq.*).

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

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

SECTION 2. The City Council of the City of Irwindale hereby adopts the School/Charter Bus Video Surveillance System Policy, attached hereto as Exhibit "A".

SECTION 3. The City Council approves School/Charter Bus Video Surveillance System Acknowledgement Form to be sent to parents/legal guardian(s) of students providing notice of the installation of cameras, attached hereto as Exhibit "B", and approves the Acknowledgement of Receipt of School/Charter Bus Video Surveillance System Policy to be provided to City employees, attached hereto as Exhibit "C".

SECTION 4. The Chief Deputy City Clerk shall certify the adoption of this Resolution, which shall take effect immediately.

PASSED, APPROVED AND ADOPTED this 27th day of April 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. 2022-39-3289 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of April, 2022 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



SCHOOL/CHARTER BUS VIDEO SURVEILLANCE SYSTEM POLICY

I. PURPOSE

This policy is to safeguard student privacy while providing for their safety and security. The City of Irwindale (City) recognizes the use of video surveillance systems on school/charter buses as an important tool in the management of the security and safety of students and staff and as an educational tool to enhance the performance of all City bus staff. Student data privacy must be maintained in accordance with all federal and state statutes.

II. SCOPE

This policy applies to the City of Irwindale's "school" and "charter" buses. The City has two school buses, which are used for the transportation of students to and from school or school-related activities. The City's school buses are occasionally converted for usage as a "charter" bus and are used to transport City staff and patrons to and from field trips such as sporting events, beach trips, and other recreational activities. The City maintains two other buses, which are not covered by this policy and are exclusively used as a School Pupil Activity Buses (SPAB) by the City's Recreation and Senior Center to transport staff and patrons to and from non-school related events such as field trips.

The City of Irwindale has installed cameras in its two school/charter buses. The school/charter bus video surveillance system utilizes video recording equipment in both school/charter buses for the security and safety of students and staff, and for the purpose of monitoring the behavior of the students. Video recordings are used to support the school/charter bus driver's referral reports, regulations outlined in the California Highway Patrol HPH 82.7 Passenger Transportation Safety Handbook, and the consequences outlined in the City of Irwindale Bus Pass Information and Rules, which are also based on the Thomas Edward Lanni Act of 1997 Safety Plan in compliance with Section 39831.3 added to the California Education Code. No audio recordings will be used as part of the video surveillance system.

III. STAFF RESPONSIBILITY

The City of Irwindale will notify parents/legal guardians and staff that the digital video surveillance exists on all school/charter buses and that those video recordings may be used in student disciplinary proceedings and may be a student record. This notification will be located on the revised Bus Pass Information and Rules and included in the City's Resident Newsletter.

Video recordings will only be viewed by the City Manager, Public Services Director, Information Technology Manager, Human Resources/Risk Manager, and appropriate law enforcement (or any of their designees). Whenever a parent or legal guardian disputes or challenges a bus discipline report, and the student was video recorded, it will be the responsibility of the Public Services Director (or designee) to review the recording.

The video recording will be used by the Public Services Director to assist in determining whether or not the incident actually occurred and if so, the severity of the incident.

Neither the parent nor legal guardian of the student that has been video recorded, nor the student, will be allowed to view the video recording in accordance with data privacy laws, unless the student is the only subject of the recording, the Public Services Director has obtained written permission from the parents/legal guardians of all other students on the video recording for them to be viewed, or the other students can be blurred out by the recording system. Upon written request, the Public Services Director will provide a written summary of the recorded incident(s) of a student pictured on a video to the student's parents/legal guardians.

The Public Services Director or Information Technology Manager (or their designee) will be responsible for the security of all school/charter bus digital video surveillance equipment and for the handling of video files. If there is a request by the Public Services Director to view a recording, the Information Technology Manager will remove the digital hard drive from its recorder for safeguard until a meeting can be arranged. Digital files retained as part of an individual student's disciplinary record shall be maintained in accordance with law and the City of Irwindale's policy governing the access, review, and release of student records.

IV. USAGE OF VIDEO RECORDINGS OF CITY EMPLOYEES

Video recordings and any GPS location and bus sensor information created as a result of the surveillance system may be used for a legitimate purpose related to employment or business functions, including usage in disciplinary proceedings of City employees. Video Recordings and other relevant data may be released in response to a requirement that the footage be presented to law enforcement, or a need for the footage in administrative, civil, or criminal proceedings.

V. PLACEMENT OF VIDEO SURVEILLANCE CAMERAS ON SCHOOL/CHARTER BUSES

There are four cameras on each school/charter bus. The locations of each camera are as follows:

1. Camera One is placed behind the driver and records both the driver's seat and the bus passengers as they enter and exit the bus.
2. Camera Two is placed in the middle right side of the bus and records the middle section of the bus.
3. Camera Three is placed in the middle left side of the bus and records the middle

section of the bus.

4. Camera Four is placed at the back right corner of the bus and records the back section of the bus, and allows for the recording of the bus from the back towards the front.

See the Staggered Camera Layout attached to this Policy as Attachment 1 providing an example diagram (not to scale) of the camera locations. The school/charter bus video surveillance cameras provide high definition performance, high capacity storage, passive GPS tracking, custom vehicle sensor inputs, and wireless networking.

VI. OPERATION & REVIEWING OF VIDEO RECORDINGS

A. The school/charter bus video surveillance management system entails the following:

1. There are four (4) cameras on each City of Irwindale school/charter bus for a total of eight (8) cameras. Each camera has a microphone on it to record audio, which will be turned off and not used to record the voices of any bus passenger or bus driver.
2. The school/charter bus video surveillance system will not provide a live stream video option. A wireless network is set up at the facility where the buses are parked, which can allow the recordings to be viewed and downloaded when the bus returns to this facility.
3. The school/charter bus cameras will be in operation during the entire year when the school/charter buses are in operation.
4. The school/charter bus cameras will turn on when the bus turns on and will remain operational for the duration of the trip to and from any destination, including but not limited to, the school, each bus stop, and any field trip location. The cameras will stop recording 25 minutes after the bus ignition turns off. There are three locations when the school/charter bus is required to be turned off for a short period of time: (1) Nora Avenue when the bus driver is required to cross elementary and middle school students; (2) Sabre Lane when the bus driver is required to cross elementary and middle school students; and (3) Alice Rodriguez Circle when the bus driver is required to cross elementary and middle school students. This should not interrupt the recording as the recording will stop after the bus has been off for 25 minutes.
5. All recorded video is synchronized to GPS coordinates and time stamped.
6. The bus driver is able to push a "panic button" when an incident occurs on the bus. This flags the footage of that moment in time as a critical event incident and allows this moment to be downloaded first when the bus returns to its facility.
7. There are three different exportable video formats/medium.
 - a. Standard – Exported video can be viewed on a city staff member's computer where SafetyVision's ForesightPro software has been installed. The standard export allows for synchronized view of the bus's camera and GPS location and bus sensor information at the time of the recording.
 - b. Mini – The Mini version is identical to the Standard export; however, a portable version of the ForesightPro software is saved to the exported file path. This format would allow for burning/transferring to CD, DVD, or USB memory stick.

- c. MP4 – The MP4 format is strictly a video file; playable without the aid of SafetyVision's proprietary software; no GPS or bus sensor information is contained and each camera is exported individually.

VII. RETENTION OF VIDEO RECORDINGS

The school/charter bus video recordings are required to be retained for 365 days. To do so, the City is required to have two (2) interchangeable 2TB storage hard drives that will enable staff to save recordings for 365 days a year. The videos will delete the oldest footage beginning on day 366.

VIII. TRAINING

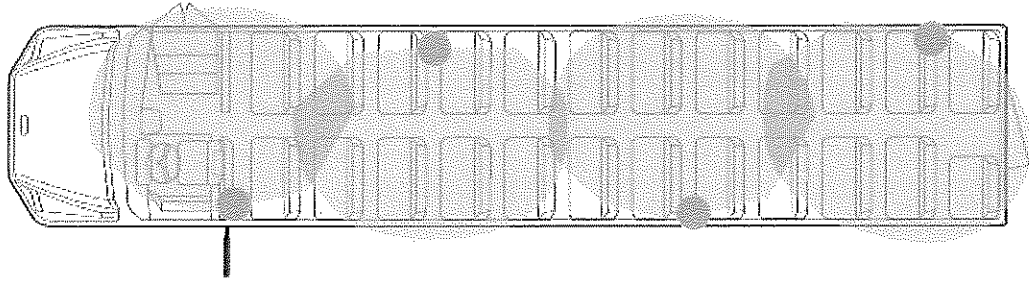
Training will be provided to the Public Services Director, Information Technology Manager and their designees on how to use the video surveillance system software called Network Video Recorders (NVRs) including but not limited to uploading videos, blurring out student faces, and editing videos to display only certain instances and/or incidents. Additional training will be provided after any software upgrades and changes or new personnel are hired in a position that warrants their use of the system.

IX. PERIODIC MONITORING & INSPECTIONS

The City shall conduct periodic inspections of the school/charter bus video surveillance system to ensure the cameras are working properly on a monthly basis. The periodic inspections will entail turning the system on and randomly clicking on time during bus drop off or pick up hours. The Public Services Director and/or the Information Technology Manager will inspect the system to ensure the cameras are recording visually and ensure the audio is turned off.

ATTACHMENT 1

Staggered Camera Layout





School/Charter Bus Video Surveillance System Acknowledgement Form

The School/Charter Bus Video Surveillance System Policy has been drafted by the City of Irwindale (City) to recognize the use of a video surveillance system on its school/charter buses as an important tool in the management of the security and safety of students and staff and to enhance the performance of all City bus staff. Additionally, all recordings may be used in student disciplinary proceedings and may become a part of the student's record. Only authorized City of Irwindale personnel, as determined in the Policy, will be involved in or have access to surveillance camera data, and personnel is required to keep all recordings and proceedings confidential. Student data privacy must be maintained in accordance with all federal and state statutes.

This document provides parent(s)/legal guardian(s) notice of the recent installation of cameras on the City of Irwindale's school/charter buses and requests confirmation that parent(s)/legal guardian(s) understand how the school/charter bus video surveillance system will be used to protect the legal and privacy interests of the City, its employees, and the students using the City's transportation services. This document applies to all City personnel and students riding the City's school/charter buses as it pertains to the use of the school/charter bus video surveillance systems and devices for monitoring and/or recording activity.

By signing this document, you acknowledge that you have received a copy of and read in its entirety the School/Charter Bus Video Surveillance System Policy and understand said policy and its components, specifically the aforementioned statements. Failure to sign or return this form does not affect the parent(s)/legal guardian(s)' or students' knowledge of the cameras nor the students' responsibility to act in accordance with policies outlined in the Bus Pass Information and Rules and School/Charter Bus Video Surveillance Policy.

Printed Name: _____

Signature: _____ Date: _____

City Council Approved: April 27, 2022

EXHIBIT "C"



**ACKNOWLEDGEMENT OF RECEIPT OF
SCHOOL/CHARTER BUS VIDEO SURVEILLANCE SYSTEM POLICY**

This form acknowledges that I understand and agree to the City of Irwindale's School/Charter Bus Video Surveillance System Policy. The City engages in surveillance activities on its school/charter buses, and this form acknowledges that I understand that the City engages in such surveillance, monitoring, and recording practices, and that such recordings may be used for a legitimate purpose related to City employment or business functions, including usage in disciplinary proceedings of employees, to which I give my consent. I further understand that there should be no expectation of privacy on the City's school/charter buses.

Name: _____ Title: _____

Signature: _____ Date: _____

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

SA Item 1A1

**APRIL 13, 2022
WEDNESDAY
9:08 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: Councilmember H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola

Absent: Councilmembers Mark A. Breceda and Manuel R. Garcia

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

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda complained about a recent meeting held by the Planning Department and stated that the subject of the meeting was not what she had expected.

CONSENT CALENDAR

MOTION

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

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held March 23, 2022

**ITEM NO. 1B
WARRANTS**

WARRANTS

None for approval.

END OF CONSENT CALENDAR

NEW BUSINESS

**ITEM NO. 2A
ANNUAL
COMPREHENSIVE**

**ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FY
ENDED JUNE 30, 2021 (Joint Item with Successor Agency and
Housing Authority)**

SUCCESSOR AGENCY MINUTES
REGULAR MEETING

APRIL 13, 2022
PAGE 2

FINANCIAL REPORT
FOR FY ENDED
JUNE 30, 2021

DIRECTOR DURAN	Interim Director Duran introduced Mr. Bryan Gruber of Lance, Soll, and Lunghard LLP, the city's audit team, who presented the staff report.
MAYOR BURROLA	Mayor Burrola asked about the length of time that the audit process takes, to which Director Duran advised that the auditors are here for a week, though they may have follow-up questions after that week.
MOTION	A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to receive and accept the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal year ended June 30, 2021.
COUNCILMEMBER ORTIZ	Councilmember Ortiz thanked the Finance Dept. for their wonderful work.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz commended the Finance Dept. staff and the audit firm.
MAYOR BURROLA	Responding to a question by Mayor Burrola, Director Duran advised that the auditors typically submit a list of items they seek a week before their visit, and that their processes ensure that the city is following general accounting practices.
ROLL CALL	The above-mentioned motion was unanimously approved.
CITY MANAGER MIRANDA	City Manager Miranda thanked the Finance Dept. for their hard work.
<u>ITEM NO. 2B</u> DISCUSSION ON HOW PUBLIC MEETINGS ARE TO BE CONDUCTED UNDER THE CURRENT LOCAL DECLARED EMERGENCY	DISCUSSION ON HOW PUBLIC MEETINGS ARE TO BE CONDUCTED UNDER THE CURRENT LOCAL DECLARED EMERGENCY (Joint Item with Successor Agency and Housing Authority)
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares discussed the report and made a PowerPoint presentation.
COUNCILMEMBER ORTIZ	Councilmember Ortiz suggested continuing to hold meetings under the current process, noting the need to continue to remain vigilant due to the dangers that COVID-19 still poses.

SUCCESSOR AGENCY MINUTES
REGULAR MEETING

APRIL 13, 2022
PAGE 3

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz concurred and noted the current process enjoys a larger number of attendees compared to when the meetings were held completely in person.

MAYOR BURROLA Mayor Burrola agreed and asked clarifying questions regarding option 1, which Assistant City Manager Olivares expounded on.

RESOLUTION NO. 2022-31-3281
ADOPTED **Resolution No. SA 2022-31-3281**, 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, 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 APRIL 13, 2022, THROUGH MAY 13, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:10 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA Item 1B

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check No	Vendor No	Vendor Name	Check Date	Check Amount
	76691	ROSENO	04/14/2022	1,980.00
	76692	WILLDAN	04/14/2022	4,250.00
Report Total (2 checks):				6,230.00

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

HA Item 1A1

**APRIL 13, 2022
WEDNESDAY
9:10 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: William Tam, Executive Director; Theresa Olivares, Assistant Executive Director; Adrian Guerra, Board Attorney; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Jeanette Duran, Interim Finance Director / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Assistant Authority Secretary

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Vice Chair Ambriz, seconded by Board Member Ortiz, to approve 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 23, 2022
- 2) Special meeting held March 28, 2022

**ITEM NO. 1B
ADOPTION OF
RESOLUTION
GRANTING APPEAL
OF THE INELIGIBILITY
DETERMINATION OF
APPLICANT GILBERT
GUZMAN FOR THE
LAS CASITAS
SENIOR LOW /
MODERATE INCOME
HOUSING APARTMENT
RENTAL PROGRAM**

**ADOPTION OF RESOLUTION GRANTING APPEAL OF THE
INELIGIBILITY DETERMINATION OF APPLICANT GILBERT
GUZMAN FOR THE LAS CASITAS SENIOR LOW / MODERATE
INCOME HOUSING APARTMENT RENTAL PROGRAM**

RESOLUTION NO.
HA 2022-05-115
ADOPTED

Resolution No. HA 2022-05-115, entitled:

“A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY GRANTING THE APPEAL OF THE INELIGIBILITY DETERMINATION OF APPLICANT GILBERT GUZMAN FOR THE LAS CASITAS SENIOR LOW / MODERATE INCOME HOUSING APARTMENT RENTAL PROGRAM,” was adopted.

NEW BUSINESS

ITEM NO. 2A
ANNUAL
COMPREHENSIVE
FINANCIAL REPORT
FOR FY ENDED
JUNE 30, 2021

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FY
ENDED JUNE 30, 2021 (Joint Item with Successor Agency and
Housing Authority)

DIRECTOR DURAN

Interim Director Duran introduced Mr. Bryan Gruber of Lance, Soll, and Lunghard LLP, the city's audit team, who presented the staff report.

CHAIR BURROLA

Chair Burrola asked about the length of time that the audit process takes, to which Director Duran advised that the auditors are here for a week, though they may have follow-up questions after that week.

MOTION

A motion was made by Board Member Ortiz, seconded by Vice Chair Ambriz, to receive and accept the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal year ended June 30, 2021.

BOARD MEMBER
ORTIZ

Board Member Ortiz thanked the Finance Dept. for their wonderful work.

VICE CHAIR AMBRIZ

Vice Chair Ambriz commended the Finance Dept. staff and the audit firm.

CHAIR BURROLA

Responding to a question by Chair Burrola, Director Duran advised that the auditors typically submit a list of items they seek a week before their visit, and that their processes ensure that the city is following general accounting practices.

ROLL CALL

The above-mentioned motion was unanimously approved.

CITY MANAGER
MIRANDA

City Manager Miranda thanked the Finance Dept. for their hard work.

ITEM NO. 2B
DISCUSSION ON
HOW PUBLIC
MEETINGS ARE
TO BE CONDUCTED
UNDER THE CURRENT
LOCAL DECLARED
EMERGENCY

DISCUSSION ON HOW PUBLIC MEETINGS ARE TO BE
CONDUCTED UNDER THE CURRENT LOCAL DECLARED
EMERGENCY (Joint Item with Successor Agency and Housing
Authority)

ASSISTANT EXECUTIVE
DIRECTOR OLIVARES

Assistant Executive Director Olivares discussed the report and made
a PowerPoint presentation.

BOARD MEMBER
ORTIZ

Board Member Ortiz suggested continuing to hold meetings under
the current process, noting the need to continue to remain vigilant due
to the dangers that COVID-19 still poses.

VICE CHAIR AMBRIZ

Vice Chair Ambriz concurred and noted the current process
enjoys a larger number of attendees compared to when the meetings
were held completely in person.

CHAIR BURROLA

Chair Burrola agreed and asked clarifying questions regarding option
1, which Assistant City Manager Olivares expounded on.

RESOLUTION NO.
HA 2022-06-116
ADOPTED

Resolution No. HA 2022-06-116, 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,
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 APRIL 13, 2022, THROUGH MAY 13,
2022, PURSUANT TO THE RALPH M. BROWN ACT AND
ASSEMBLY BILL NO. 361," was adopted on the motion of Board
Member Ortiz, seconded by Vice Chair Ambriz, and unanimously
approved.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was
adjourned at 9:12 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: April 27, 2021
To: Honorable Chair and Members of the Housing Authority
From: Julian A. Miranda, Executive Director
Issues: Approving and Authorizing Use of the 10-Acre Site, Assessor's Parcel Number 8417-34-912, for the City of Irwindale's July 4, 2022 Fireworks Display Spectacular Event

Executive Director's Recommendation:

That the Housing Authority Board adopt Resolution No. HA 2022-07-117, entitled "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2022 FIREWORKS DISPLAY SPECTACULAR EVENT," by title only, with further reading waved.

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



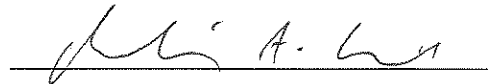
Reviewed by:

Adrian R. Guerra, Authority Counsel

Electronically Approved

Approved by:

Julian A. Miranda, Executive Director



BACKGROUND AND ANALYSIS:

For almost 20 years, the City of Irwindale has had its annual 4th of July Fireworks Display Show in different sections of the former Manning Pit site with the last few years on Assessor's Parcel Number 8417-34-912, known as the Housing Authority owned 10-acre site on Allen Drive (10-Acre Site). The continuation of this show on the 10-acre property requires approval from the Housing Authority Board to use the 10-Acre Site.

It is in the best interest of the community to allow for the use of the 10- Acre Site because the City of Irwindale's 4th of July events allow residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular. The 4th of July Spectacular has been the City of Irwindale's annual celebration for more than two decades. The Fireworks Display Show for 2022 was an approved event by the Irwindale City Council on February 23, 2022.

It is therefore recommended that the Board of Directors adopt Resolution No. HA 2022-07-1117, entitled, "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2022 FIREWORKS DISPLAY SPECTACULAR EVENT."

FISCAL IMPACT:

None.

ATTACHMENTS:

Resolution No. HA 2022-07-117 **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2022 FIREWORKS DISPLAY SPECTACULAR EVENT**

RESOLUTION NO. HA 2022-07-117

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2022 FIREWORKS DISPLAY SPECTACULAR EVENT

WHEREAS, the Irwindale Housing Authority ("Authority") is the fee owner of a 10-acre parcel of property located on Allen Drive, Assessor's Parcel Number 8417-34-912, commonly referred to as the 10-Acre Site; and

WHEREAS, the City of Irwindale has for the last few years held its annual 4th of July Fireworks Display Show on the 10-Acre Site; and

WHEREAS, it is in the best interest of the community to allow for the use of the 10-Acre Site because the City of Irwindale's 4th of July events allow residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular. The 4th of July Spectacular has been the City of Irwindale's annual celebration for more than two decades. The Fireworks Display Show for 2022 was an approved event by the Irwindale City Council on February 23, 2022; and

WHEREAS, the Board of Directors of the Irwindale Housing Authority desires to authorize and approve the use of the 10-Acre Site for the City of Irwindale's July 4, 2022 Fireworks Display Spectacular Event.

NOW, THEREFORE, the Board of Directors of the Irwindale Housing Authority does hereby resolve, determine, and order as follows:

SECTION 1. The Board of Directors of the Irwindale Housing Authority hereby approves and authorizes the City of Irwindale to use the 10-Acre Site, Assessor's Parcel No. 8417-34-912, for the City's July 4, 2022 Fireworks Display Spectacular Event. Such authorization shall include all required procurement of services and necessary use of the 10-Acre Site for the July 4, 2022 event, including taking all actions reasonably necessary to carry out the intent and purpose of this Resolution.

SECTION 4. The Chief Authority Assistant Secretary shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 27th day of April 2022.

Larry G. Burrola, Authority Chair

ATTEST

Laura M. Nieto, CMC
Chief Authority Assistant Secretary

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

I, Laura M. Nieto, Chief Authority Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2022-07-117 was adopted at a regular meeting of the Irwindale Housing Authority held on April 27, 2022, by the following vote:

AYES: Authority Member:

NOES: Authority Member:

ABSENT: Authority Member:

ABSTAIN: Authority Member:

Laura M. Nieto, MMC
Chief Authority Assistant Secretary
Irwindale Housing Authority

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

City of
IRWINDALE
AGENDA REPORT

Date: April 27, 2021
To: Honorable Chair and Members of the Housing Authority
From: Julian A. Miranda, Executive Director
Issues: Las Casitas Eligibility Ranking List and Blind Drawing

Executive Director's Recommendation:

That the Housing Authority Board conduct a random blind drawing to break ties among the Las Casitas Eligibility Ranking List

Submitted by:

Julian A. Miranda, Executive Director

Prepared by:

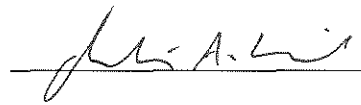
Jamie L. Traxler, Assistant Authority Counsel

Reviewed by:

Adrian R. Guerra, Authority Counsel

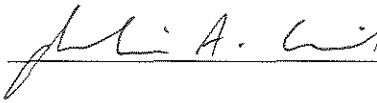
Approved by:

Julian A. Miranda, Executive Director



Electronically Approved

Electronically Approved



BACKGROUND AND ANALYSIS:

There are currently three (3) units at the Las Casitas Senior Apartment Complex that are available for rent. All three (3) units are designated as Extremely Low Income units. In June 2021, the Housing Authority opened the application period for the available units. The deadline to submit all application materials in person was no later than July 15, 2021 at 6:00 p.m., or if mailed, the application packet must have been post marked before midnight on July 15, 2021.

When the Housing Authority opened the application period, fifty-eight (58) applications were distributed for the three available (3) units. Thirty-seven (37) applications were received. Of the thirty-seven (37) applications, twenty-seven (27) have been deemed complete and eligible according to the Las Casitas Guidelines Policies and Procedures For Senior Low/Moderate Income Housing Apartment Rental Program ("Guidelines") for the Extremely Low Income priority.

Staff have now finalized their review of all applications. In accordance with the Guideline Application Procedures section D(1)(h) the Executive Director is vested with the authority to make the final determination of priority ratings. Attached hereto as Exhibit "A" is the current Las Casitas Eligibility Ranking List. Staff will now notify the top three ranked applicants of their eligibility and mail the necessary rental agreement documents to begin processing the rental agreements. The names of the top three ranked applicants are being provided to the Board for informational purposes only. (Guidelines, section D(1)(h).)

In the event that any of the top three ranked applicants are unable to complete a rental agreement, Staff will need to contact the fourth applicant on the eligibility list but there is currently a tie in the rankings between two or more eligible applicants.

For this reason, and in accordance with the Guidelines, in the event a tie in rankings occurs between two (2) or more applicants, the total priority rank order will be assigned by a random blind drawing publicly conducted by the Board during a duly noticed Board meeting. (Guidelines, section D(1)(h).) It is therefore recommended that the Board conduct a blind drawing to finalize priority ranking order among the applicants who are tied for the fourth place ranking. Once the Board conducts the Blind drawing, the list will be final.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. Las Casitas Eligibility Ranking List
- B. Las Casitas Guidelines Policies and Procedures For Senior Low/Moderate Income Housing Apartment Rental Program ("Guidelines")

Exhibit “A”

Las Casitas Eligibility Ranking List

Ranking	Score	Applicant’s Name	Application Number
1	5	Christina Fraijo	35
2	8	Luis Escoto	26
3	8	Martha Davalos	28
4	10	Linda Armendariz	3
4	10	Maria E. Duenas	6
4	10	Gloria Calderon	12
4	10	Maria Zavala de Nunez	14
4	10	Evangelina Flores	17
4	10	Maria Lourdes Martinez	29
4	10	Antonia Lozano	44
4	10	Luisito V. Arca	45
4	10	Jose Esparza	46
5	11	Veronica S. Lara	9
5	11	Lorene Burrola	25
5	11	Isabel Huanes	34
5	11	Olivia Venegas Maldonado	E9
6	12	Gilbert Guzman	16
6	12	Esperanza Verjan	1
6	12	Olga Himenez	7
6	12	Jacqueline Rodriguez	20
6	12	Telma Ramirez	22
6	12	Romel Lopez	39
6	12	Teresa Fraijo Munoz	40
6	12	Patricia Hall	47
6	12	Beatriz Cruz	E3
7	13	Jesus Raul Sanchez	15
8	14	Joey Hernandez	10

Exhibit "B"

**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

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 two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) 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. Former Resident

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

7. 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*".)

8. Immediate Family Member

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

9. 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.)

10. Interrupted Resident

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) 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 prior to the Application Deadline shall be considered to be an Interrupted Resident.

11. 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 (15) year period immediately preceding the Application Deadline.

12. Renter

An applicant successfully completing the application process and renting an apartment hereunder.

13. Senior

A Senior is a person who is at least sixty-two (62) years of age or older.

14. Shared Renter

Persons sharing rental accommodations with unrelated persons.

15. Veteran

Any person who has been honorably discharged 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:

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 Priority 1
- (b) Veteran Priority 2
- (c) None of the above Priority 3

3. Third Priority Criteria

- (a) Shared Renter for longer than one (1) year prior to Application - Priority 1.
- (b) Shared Renter for less than (1) year prior to Application - Priority 2.
- (c) Persons residing in rental accommodations (single/married) for longer than one (1) year prior to Application - Priority 3.
- (d) Persons residing in rental accommodations (single/married) for less than one (1) year prior to Application - Priority 4.
- (e) Persons owning residence or other residential real property - Priority 5.
- (f) 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, 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 status. (See: § 2.D.1(i).). Appropriate assistance in completing the Application will be provided to interested persons, if requested.
- (b) Applications shall be submitted for review and screening.
- (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 Person (Priority 1), Shared Renter (Priority 1) and 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 4), Property Owner (Priority 5) and an Immediate Family Member (Priority 5) with a total Priority Rating of 13.

- (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 a random blind drawing publicly conducted by the Board during a duly noticed Board meeting.
- (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) credit history
 - (vii) property ownership
- (j) Documentation necessary to verify 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 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 affidavit signed under penalty of perjury to verify any such required information.
- (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 shall be mailed 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.

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 application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.
- (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.