

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

AUGUST 24, 2022

**SPECIAL MEETING – 5:00 P.M.
REGULAR MEETING - 6:30 P.M.**

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access

Pursuant to Irwindale Resolution No. Resolution No. 2022-75-3325

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

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

In-Person at the City Council Chambers

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

Webinar ID: 871 0459 2389



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



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

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

SPONTANEOUS COMMUNICATIONS

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

C. CONSENT CALENDAR

1. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning August 24, 2022 through September 23, 2022 (Joint City Council, Successor Agency and Housing Authority item)
Department: Administration

Recommendation: Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-81-3331, Resolution No. SA 2022-82-3332, and Resolution No. HA 2022-16-126** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD, 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 AUGUST 24, 2022 THROUGH SEPTEMBER 23, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

D. RECESS TO CLOSED SESSION

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

Property: Olive Pit (APN 8415-001-906, 908)

Agency negotiators: Julian A. Miranda, City Manager and Arsanious Hanna, Director of Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under negotiation: Sublease Price and Terms

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

A) Name of Case: Five Points, LP vs. City of Irwindale

Case Number: 22STCV01394

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

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

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

Case Number: LASC Case No. 21STCV26652

3. Liability Claims

Pursuant to Government Code Section 54956.95:

1) Claimant: Maggie Guzman

Agency claimed against: City of Irwindale, Irwindale Housing Authority

2) Claimant: Unspecified pursuant to Government Code Section 54961

Agency claimed against: City of Irwindale

3) Claimants: Fred & Becky Barbosa

Agency claimed against: City of Irwindale, Irwindale Housing Authority

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. CHANGES TO THE AGENDA

F. COUNCIL MEMBER TRAVEL REPORTS

G. COUNCILMEMBER COMMENTS

H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

1. Introduction of Irwindale Police Lieutenant Jose Vargas
2. Introduction of Irwindale Police Sergeant Manuel Campos
3. Introduction of Housing Coordinator Fernando Lopez

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Recognition of Vincent Familiari, Irwindale Resident
2. Recognition of Nathan Romero, Irwindale Resident
3. Chamber of Commerce Business of the Month – Martin Marietta
4. Safer from Wildfires Framework presentation

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 Joint Meeting held July 13, 2022
- 2) Special Meeting held July 21, 2022
- 3) Special Joint Meeting held July 27, 2022
- 4) Regular Meeting held July 27, 2022
- 5) Special Joint Meeting held August 15, 2022

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

C. Billboard Donation – City of Hope’s Walk for Hope 2022

Department: Administration

Recommendation: **Adopt Resolution No. 2022-80-3330** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE CITY OF HOPE FOR THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO”.

D. Award of Contract to provide Professional Design Services for Traffic Signal and Intersection Safety Improvements at Arrow Hwy & Live Oak Ave (East); P-1039

Department: Engineering

Recommendation: **(1)** Approve and authorize the City Manager to execute an agreement, subject to City Attorney approval as to form, with Iteris in the amount of \$46,220.00 for professional design services for traffic signal and intersection safety improvements at Arrow Hwy & Live Oak Ave (East); and **(2)** approve a 15% contingency in the amount of \$6,933.00 to cover any additional services required to address any unforeseen site conditions during the design process.

- E. Approval of Plans and Specifications for Traffic Signal Modifications at Arrow Highway and Vincent Avenue; P-980

Department: Engineering

Recommendation: (1) Approve the plans and specifications for Traffic Signal Modifications at Arrow Highway and Vincent Avenue; (2) approve the Cooperative Agreement between Irwindale and Azusa; (3) approve the Agreement between Irwindale and Los Angeles County; (4) authorize the City Manager to execute both agreements after approval as to form by the City Attorney, and (5) authorize staff to solicit bids for construction of the project.

- F. Release of Bonds for Parcel Map 72864 – 16203-16233 Arrow Highway (Continued from July 13, 2022)

Department: Engineering

Recommendation: Approve the release of faithful performance, labor and material, and monument bonds for Parcel Map 72864.

2. NEW BUSINESS

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

- A. Proposed Senior Center Hours of Operation

Department: Public Services

Recommendation: Review and approve the proposed Senior Center Hours of Operation to commence on Monday, August 29, 2022.

- B. Consideration of Resolution Appointing Interim Police Chief for a Limited Duration of Time Under Government Code Sections 7522.56(c) and 21221(h)

Department: Administration / Human Resources

Recommendation: **Adopt Resolution No. 2022-83-3333** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPOINTMENT OF AN INTERIM POLICE CHIEF FOR A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)".

3. PUBLIC HEARINGS

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

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

- A. Request by Mayor Pro Tem Ambriz regarding commercial electrical vehicles

6. ADJOURN

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

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

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

B. Warrants

Department: Finance

Recommendation: Approve

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 and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on August 24, 2022, be posted at the City Hall, Library, and Post Office on August 18, 2022.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: August 24, 2022

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

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

Issue: A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning August 24, 2022 through September 23, 2022

City Manager/Executive Director's Recommendation:

Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-81-3331, Resolution No. SA 2022-82-3332, and Resolution No. HA 2022-16-126**, 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 IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING AUGUST 24, 2022 THROUGH SEPTEMBER 23, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Submitted / Prepared by:

Laura Nieto, Chief Deputy City Clerk

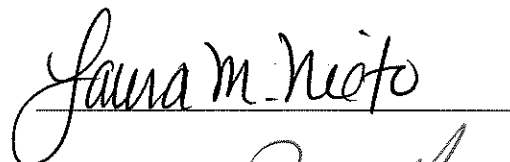
Reviewed by:

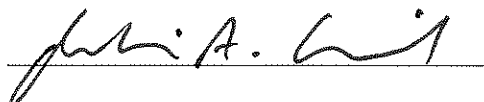
Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

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

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

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

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

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

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

Fiscal Impact:

Conducting remote hybrid public meetings will require city staff to assist with the meeting and public participation, remotely or in-person. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the 30-day period beginning August 24, 2022 through September 23, 2022 is estimated to be approximately \$900.

Attachment:

1. Joint Resolution No. 2022-81-3331, Resolution No. SA 2022-82-3332, Resolution No. HA 2022-16-126

**RESOLUTION NO. 2022-81-3331
RESOLUTION NO. SA 2022-82-3332
RESOLUTION NO. HA 2022-16-126**

**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 IRWINDALE HOUSING AUTHORITY, RE-
RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR
NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS
OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY
PERIOD BEGINNING AUGUST 24, 2022 THROUGH SEPTEMBER 23, 2022
PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361**

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on October 27, 2021 (joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105), November 10, 2021 (joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and Resolution No. HA 2021-07-106), December 8, 2021 (joint Resolution No. 2021-109-3321, SA Resolution No. 2021-110-3322, HA Resolution No. HA 2021-09-108 and RA Resolution No. 2021-03-028), January 12, 2022 (joint Resolution No. 2022-02-3251, SA Resolution No. 2022-03-3252 and HA Resolution No. 2022-01-111), February 9, 2022 (joint Resolution No. 2022-11-3261, SA

Resolution No. 2022-81-3331
Resolution No. SA 2022-82-3332
Resolution No. HA 2022-16-126

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

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

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

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

SECTION 3. The City Council, Successor Agency Board, and Housing Authority Board hereby find that the state of emergency declared by Governor Newsom on or about March 4, 2020 remains active and local health agencies continue to recommend measures to promote social distancing, and that the risk of infection due to COVID-19 can cause an imminent risk to attendees to in-person meetings, despite vaccination status, but especially for unvaccinated attendees, and/or those who are immunocompromised, thereby prompting the City Council, Successor Agency Board, and Housing Authority Board to reaffirm, reauthorize, and maintain the existence of a local emergency, as required by Government Code section 54953(e) *et seq.*

SECTION 4. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown. Based on such facts, findings, and determinations, the City Council Successor Agency Board, and Housing Authority Board

authorize staff to conduct remote hybrid meetings for all public meetings regular and special, including City Council, Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, Irwindale Reclamation Authority Board of Commissioners, all City Commission and committee meetings, and any other meetings that would normally take place in the City Council Chambers under the provisions of Government Code Section 54953(e). As a result, the public meetings are modified as follows:

- a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements, allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;
- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;
- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

SECTION 5. The City Manager/Executive Director or his designee is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, continuing to conduct open and public meetings in-person

Resolution No. 2022-81-3331
Resolution No. SA 2022-82-3332
Resolution No. HA 2022-16-126

and remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all public meetings.

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

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

SECTION 7. The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on August 24, 2022 and shall be effective until the earlier of (i) September 23, 2022, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54593(e)(3) to extend the time during which the City's legislative bodies may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 24th day of August 2022.

Larry G. Burrola, Mayor/Chair

ATTEST:

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

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing joint Resolution No. 2022-81-3331, Resolution No. SA 2022-82-3332, and Resolution No. HA 2022-16-126 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 24th day of August 2022, by the following vote:

AYES: Councilmembers/Agency Members:

NOES: Councilmembers/Agency Members:

ABSTAIN: Councilmembers/Agency Members:

ABSENT: Councilmembers/Agency Members:

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

Resolution No. 2022-81-3331
Resolution No. SA 2022-82-3332
Resolution No. HA 2022-16-126

Assembly Bill No. 361

CHAPTER 165

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This bill would make legislative findings to that effect.

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

This bill would make legislative findings to that effect.

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

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

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CC & SA Item 1A1

**JULY 13, 2022
WEDNESDAY
6:15 P.M.**

The Irwindale **CITY COUNCIL, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY, and HOUSING AUTHORITY** met in special joint session at the above time and place.

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager / Executive Director;
Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

At 6:44 p.m., the City Council met in Closed Session to discuss the following:

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to California Government Code
Section 54956.9(d)(2)

ACTION: Discussion held, no direction provided or action taken from the City Council.

**RECONVENE IN
OPEN SESSION**

At 10:05 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:25 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A2

**JULY 21, 2022
WEDNESDAY
5:15 P.M.**

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager / Executive Director;
Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

At 5:20 p.m., the City Council met in Closed Session to discuss the following:

Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to California Government
Code Section 54956.9(d)(2), (e)(1)

A point has been reached where, in the opinion of the legislative body of the local agency, upon the advice of its legal counsel based on existing facts and circumstances that there is significant exposure to litigation against the local agency.

Number of Cases: One

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

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government code Section 54956.9

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

ACTION: Discussion held, direction provided; no reportable action taken (Councilmember Breceda declared a potential conflict of interest, abstained from discussion the item, and exited the Closed Session room)

**RECONVENE IN
OPEN SESSION**

At 6:58 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:59 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A3
SA Item 1A2

**JULY 27, 2022
WEDNESDAY
5:02 P.M.**

The Irwindale **CITY COUNCIL, SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY, and HOUSING AUTHORITY** met in special joint session at the above time and place.

ROLL CALL:

Present: Councilmembers / Board Members Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem / Vice Chair Albert F. Ambriz; Mayor / Chair Larry G. Burrola

Absent: Councilmember / Board Member Mark A. Breceda

Also Present: Julian A. Miranda, City Manager / Executive Director; Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Councilmembers Breceda and Garcia

ITEM NO. 1

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS FOR THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022 THROUGH AUGUST 26, 2022

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022 THROUGH AUGUST 26, 2022

**RESOLUTIONS
ADOPTED**

Joint Resolution Nos. 2022-75-3325, SA 2022-76-3326, and HA 2022-15-125, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JULY 27, 2022, THROUGH AUGUST 26, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

ITEM NO. 2
IRWINDALE HOUSING
AUTHORITY
GUIDELINES,
POLICIES, AND
PROCEDURES FOR
SENIOR LOW /
MODERATE INCOME
HOUSING APARTMENT
RENTAL PROGRAM

IRWINDALE HOUSING AUTHORITY GUIDELINES, POLICIES,
AND PROCEDURES FOR SENIOR LOW / MODERATE INCOME
HOUSING APARTMENT RENTAL PROGRAM (Housing Authority
Item)

The revised Irwindale Housing Authority Guidelines, Policies, and
Procedures for Senior Low / Moderate Income Housing Apartment
Rental Program "Las Casitas", was approved.

RECESS TO
CLOSED SESSION

At 5:35 p.m., the City Council, Successor Agency to the Irwindale
Community Redevelopment Agency, and Housing Authority met in
Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

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

ACTION: Discussed, direction provided to staff; no reportable action
taken

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

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

ACTION: Discussed, direction provided to staff; no reportable action
taken

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

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

ACTION: Discussed, direction provided; no reportable action taken

Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Fred & Becky Barbosa
Agency Claimed Against: City of Irwindale, Irwindale Housing
Authority

ACTION: Discussed, direction provided; no reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:16 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:37 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A4

**JULY 27, 2022
WEDNESDAY
6:37 P.M.**

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

ROLL CALL:

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

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

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

**CHANGES TO THE
AGENDA**

**CITY MANAGER
MIRANDA**

City Manager Miranda advised that the Certificate of Recognition for Vincent Familiari will be moved to a future agenda.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**COUNCILMEMBER
COMMENTS**

**MAYOR PRO TEM
AMBRIZ**

Mayor Pro Tem Ambriz thanked City and Police Department staff for their efforts in identifying and correcting code violations from several businesses along Alpha Street.

**COUNCILMEMBER
ORTIZ**

Councilmember Ortiz thanked and recognized all the participants at the recent "Red, White, and You" event, particularly the participants of the line dancing and folkloric dancers.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

**INTRODUCTION OF
INTERIM CHIEF
ROBERT M. CASTRO**

INTRODUCTION OF INTERIM CHIEF ROBERT M. CASTRO

City Manager Miranda provided brief background information and introduced Chief Robert M. Castro.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

CHAMBER OF
COMMERCE BUSINESS
OF THE MONTH – THE
PRINT SPOT

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – THE
PRINT SPOT

The presentation was made.

CERTIFICATE OF
RECOGNITION TO
VINCENT FAMILIARI

CERTIFICATE OF RECOGNITION TO VINCENT FAMILIARI

The presentation was deferred to a future meeting.

**SPONTANEOUS
COMMUNICATIONS**

REBECCA BARBOSA

Rebecca Barbosa stated that the reimbursement amount the city offered her to settle her claim was insulting. She stated that she and her husband Fred submitted documentation demonstrating that the City was negligent in its actions relating to the Barbosa's participation in the Home Rehabilitation program. She noted that the City has previously reimbursed other resident participants of City housing programs for various broken or damaged items, and suggested that the City's inaction was tantamount to elder abuse.

FRED BARBOSA

Fred Barbosa threatened legal action against the Council for what he perceived to be elder abuse. He also spoke in favor of the claim he and his wife Rebecca submitted alleging negligence of city staff that led to an unsafe home. He requested reimbursement for the amount he stated he spent to bring the home up to livable standards. He then requested a face-to-face meeting with the Council to discuss the claim further.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar. The motion was unanimously approved, with the exception of Item Nos. 1F and 1G, which were removed from the agenda.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special meeting held July 13, 2022
- 2) Regular meeting held July 13, 2022

ITEM NO. 1B
WARRANTS /
DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT
FOR JUNE 30, 2022

INVESTMENT QUARTERLY REPORT FOR JUNE 30, 2022

The Investment Quarterly Report for June 30, 2022, was received and filed.

ITEM NO. 1D
4TH OF JULY
COMMUNITY EVENTS

4TH OF JULY COMMUNITY EVENTS

The 4th of July Community Events were approved as permanent events provided by the Irwindale Recreation Department.

ITEM NO. 1E
CANCELLATION OF
THE AUGUST 10, 2022,
CITY COUNCIL
MEETING

CANCELLATION OF THE AUGUST 10, 2022, CITY COUNCIL MEETING

RESOLUTION NO.
2022-73-3323
ADOPTED

Resolution No. 2022-73-3323, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING THE AUGUST 10, 2022, REGULAR CITY COUNCIL MEETING," was adopted.

ITEM NO. 1H
DEED RESTRICTION
REQUIRED FOR
PROP 68 GRANTS

DEED RESTRICTION REQUIRED FOR PROP 68 GRANTS

The City Clerk was authorized to record a deed restriction to the Alfred F. Herrera Memorial Field in Irwindale Park as part of the installation of a new lighting system and the grant funding provided by Prop 68.

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

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

RESOLUTION NO.
2022-74-3324
ADOPTED

Resolution No. 2022-74-3324, entitled:

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

ITEM NO. 1J
AMENDMENT NO. 2
TO THE REGIONAL
FOOD RECOVERY
PROGRAM

AMENDMENT NO. 2 TO THE REGIONAL FOOD RECOVERY PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF IRWINDALE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

MEMORANDUM OF
AGREEMENT
BETWEEN THE CITY
OF IRWINDALE AND
THE SAN GABRIEL
VALLEY COUNCIL OF
GOVERNMENTS

RESOLUTION NO.
2022-79-3329
ADOPTED

Resolution No. 2022-79-3329, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD RECOVERY PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT FOR THE REGIONAL FOOD RECOVERY PROGRAM AS REQUIRED BY SENATE BILL 1383 (LARA) AND CALRECYCLE REGULATIONS," was adopted.

END OF CONSENT CALENDAR

ITEM NO. 1F
REJECTION OF
CLAIM: MAGGIE
GUZMAN VS. CITY
OF IRWINDALE

REJECTION OF CLAIM: MAGGIE GUZMAN VS. CITY OF IRWINDALE

CITY MANAGER
MIRANDA

City Manager Miranda presented the staff report.

FRED BARBOSA

Fred Barbosa suggested that the city represent the claimant in addressing her concerns with the property management company.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz suggested that the City Manager negotiate a resolution to the claim.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked whether Northridge Management responded to any of the claimant's concerns, or whether the claimant addressed her concerns with Northridge Management, to which City Manager Miranda stated that staff could discuss Northridge's actions to the Council.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to direct the City Manager to meet with Northridge Management and the claimant and attempt to find a resolution to the claim. The motion was unanimously approved.

ITEM NO. 1G
APPROVE A
CONTRACT WITH
CALIFORNIA
CONSULTING, INC.,
FOR GRANT WRITING
MANAGEMENT
SERVICES

APPROVE A CONTRACT WITH CALIFORNIA CONSULTING, INC.,
FOR GRANT WRITING MANAGEMENT SERVICES ON A MONTH
TO MONTH, RETAINER BASIS

ASSISTANT CITY
MANAGER OLIVARES

Assistant City Manager Olivares presented the report.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz thanked Assistant City Manager Olivares for discussing how this firm has helped other cities in securing grants. He then asked whether the contract with the firm was for one year, to which Assistant City Manager Olivares confirmed that it was. She added that staff would also be able to cancel the contract next year, if necessary, with a 30-day notice. However, staff would be able to use the firm's services during multi-year projects in an attempt to secure funding.

MAYOR BURROLA

Mayor Burrola spoke in favor of seeking grants.

RESOLUTION NO.
2022-72-3322
ADOPTED

Resolution No. 2022-72-3322, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES, AND APPROPRIATING MONIES FROM THE GENERAL FUND UNASSIGNED FUND BALANCE," was adopted on the motion of Mayor Burrola, seconded by Councilmember Ortiz, and unanimously approved.

NEW BUSINESS

ITEM NO. 2A
ADOPT RESOLUTION
APPOINTING A
BUSINESS MEMBER
TO THE IRWINDALE
COMMUNITY
FOUNDATION BOARD
OF DIRECTORS

ADOPT RESOLUTION NO. 2022-77-3327 APPOINTING A
BUSINESS MEMBER TO THE IRWINDALE COMMUNITY
FOUNDATION BOARD OF DIRECTORS FOR TERM ENDING
JUNE 30, 2024

CITY MANAGER
MIRANDA

City Manager Miranda presented the staff report.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz spoke highly of applicant Elizabeth Ramirez's work while serving on the Foundation Board, and recommended that she be reappointed.

COUNCILMEMBER ORTIZ Councilmember Ortiz concurred with Mayor Pro Tem Ambriz.

MAYOR BURROLA Mayor Burrola thanked Mike Liang for submitting an application.

RESOLUTION NO. 2022-77-3327
ADOPTED **Resolution No. 2022-77-3327**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPOINTING A MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS FOR A TERM EXPIRING JUNE 30, 2024," was passed, approved, and adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, and unanimously approved, thereby appointing Elizabeth Ramirez to the Irwindale Community Foundation Board.

ITEM NO. 2B
ADOPT RESOLUTION
APPOINTING A VOTING
DELEGATE FOR 2022
LEAGUE OF CA CITIES
ANNUAL CONFERENCE –
ANNUAL BUSINESS
MEETING ADOPT RESOLUTION NO. 2022-78-3328 APPOINTING A VOTING DELEGATE FOR 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – ANNUAL BUSINESS MEETING

MAYOR BURROLA Mayor Burrola recommended appointing himself as delegate and Mayor Pro Tem Ambriz as alternate.

RESOLUTION NO. 2022-78-3328
ADOPTED **Resolution No. 2022-78-3328**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE," was passed, approved, and adopted, on the motion of Mayor Burrola, seconded by Mayor Pro Tem Ambriz, and unanimously approved; thereby appointing Mayor Burrola as Delegate and Mayor Pro Tem Ambriz as alternate.

PUBLIC HEARINGS None.

CITY MANAGER'S
REPORT

CITY MANAGER MİRANDA City Manager Miranda reported the following:

1) The nomination period for the upcoming General Municipal is

open through August 12. Candidates may contact the City Clerk's Office to receive a nomination form and other candidacy documents.

- 2) The City will work with the County to host a vaccination clinic at tomorrow's Music in the Park event. Vaccines and boosters will be offered by walk-up visits only.
- 3) The CA Dept. of Transportation's second I-210 closure is scheduled for August 10 through August 16. Motorists are encouraged to seek alternate routes.
- 4) The City-sponsored blood drive will be held in collaboration with the American Red Cross on August 2.
- 5) The Environmental Science Association and Community Dev. Dept. invites members of the public to hold a second of three interactive workshops on August 9 in the Irwindale Community Center to go over General Plan elements, Environmental Justice, and safety policies.
- 6) The Police Department will be hosting its National Night Out event on August 2, and will include food, games, giveaways, and more.
- 7) The Public Works' Streets Division will paint curbs red for those that were repaved during the Residential Resurfacing Project.
- 8) The Recreation Department will celebrate the city's 65th birthday at its Music in the Park event scheduled for August 4. The first 200 will receive free cupcakes.
- 9) Next week's Sunset Cinema at Irwindale Park will be held at 7:30 p.m., with the final movie in the series scheduled for August 8
- 10) A Day camp trip to Raging Waters has been scheduled for August 9.

AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS

ITEM NO. 5A
SURVEY OF CITY-
OWNED PARKING
LOTS ON MORADA
STREET

MAYOR PRO TEM
AMBRIZ

SURVEY OF CITY-OWNED PARKING LOTS ON MORADA STREET (Requested by Mayor Pro Tem Ambriz)

Mayor Pro Tem Ambriz requested for the City Manager and staff to conduct a survey to gauge residents' interest in constructing a block wall for the city-owned parking lots to provide more privacy to surrounding residents.

MAYOR BURROLA

Mayor Burrola also requested that staff look into properly constructing the curb and gutter at the parking lot site.

ITEM NO. 5B
SURVEYING ALONG
PANATTONI PROPERTY
AND MORADA ST. /

SURVEYING ALONG PANATTONI PROPERTY AND MORADA STREET / POTENTIAL TOWN HALL MEETING (Requested by Councilmember Ortiz)

POTENTIAL TOWN
HALL MEETING

COUNCILMEMBER ORTIZ	Councilmember Ortiz spoke in favor of holding a town-hall type meeting to discuss residents' concerns relating to the Panattoni property along Morada Street.
TONY NARANJO	Tony Naranjo noted various issues of concern pertaining the subject property, including homelessness, the poor condition of the existing fencing, drug use at the site, individuals breaking into parked cars and buildings, and illegal dumping, among other things. He stated his belief that Panattoni staff is disinterested in properly maintaining the site, and requested that the matter be addressed by each member of the Council. He further stated that the parking lots are in need of proper signage and that ADA issues need to be addressed, and spoke in support of holding a town-hall meeting.
ROBERT DIAZ	Robert Diaz stated that the tenant at 5243 Morada Street is fine with a chain-link fence with screening being placed at the parking lot, and indicated that a block wall is not necessary. He stated he is more concerned over water drainage, and preferred that the block wall not cause a water drainage blockage.
ALVIN GOMEZ	Alvin Gomez agreed that a block wall should be constructed and stated that additional lighting is necessary since many homeless individuals tend to loiter in the area. He spoke on an incident he witnessed with an individual that carried a knife in his backpack at the site. He stressed that residents must constantly be vigilant due to the loitering individuals.
COUNCILMEMBER ORTIZ	Responding to a request by Councilmember Ortiz, City Manager Miranda advised that staff will work to set up the requested town-hall meeting between city staff and residents.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz concurred with Councilmember Ortiz's request. He also asked that staff prepare information regarding the use of electric vehicles, and whether the city can request from future developers that they utilize electric vehicles, particularly near residential areas.
COUNCIL CONSENSUS	The Council reached consensus to conduct the surveys requested and to hold a town-hall meeting at a future date.
<u>ADJOURNMENT</u>	There being no further business to conduct, the meeting was adjourned at 7:46 p.m.

**8IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

CC Item 1A5

**AUGUST 15, 2022
MONDAY
5:30 P.M.**

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

ROLL CALL:

Present: Councilmember / Board Member H. Manuel Ortiz;
Mayor Pro Tem / Vice Chair Albert F. Ambriz;
Mayor / Chair Larry G. Burrola

Absent: Councilmembers / Board Members Mark A. Breceda,
Manuel R. Garcia

Also Present: Julian A. Miranda, City Manager / Executive Director;
Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

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

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

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

ACTION: Discussed, direction provided; no reportable action

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

ACTION: Discussed, direction provided, no reportable action

**RECONVENE IN
OPEN SESSION**

At 6:45 p.m., the City Council/Housing Authority reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:46 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
July 2022

Payroll Batch DATE OF ISSUE 7/14/22	409-07-22, 410-07-22, 411-07-22, 414-07-22 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	51,238.93
	14 Finance Department	24,460.00
	15 Summer Youth	6,896.25
	35 Police Department	276,316.13
	40 Recreation Department	30,015.09
	41 Aquatics Department	19,806.72
	42 Senior Citizens' Center	16,096.38
	44 Library	12,936.69
	51 Planning & Community Development	24,730.62
	52 Public Works - Engineering	50,736.29
	57 Public Works - Services	50,165.31
	Gross Payroll	565,129.56
	Required Deductions	(152,368.71)
	Voluntary Deductions	(16,093.43)
	Net Payroll	396,667.42
Payroll Batch DATE OF ISSUE 7/20/22	415-07-22 DEPARTMENT	AMOUNT
	35 Police Department	81,301.40
	Gross Payroll	81,301.40
	Required Deductions	(40,836.05)
	Voluntary Deductions	-
	Net Payroll	40,465.35
Payroll Batch DATE OF ISSUE 7/28/22	423-07-22, 424-07-22 DEPARTMENT	AMOUNT
	11 City Council	5,347.41
	13 City Administrative Office	55,561.76
	14 Finance Department	25,140.72
	15 Summer Youth	7,230.00
	35 Police Department	192,212.55
	40 Recreation Department	29,936.12
	41 Aquatics Department	22,180.72
	42 Senior Citizens' Center	16,501.28
	44 Library	13,660.79
	51 Planning & Community Development	25,517.09
	52 Public Works - Engineering	37,855.49
	57 Public Works - Services	51,121.39
	Gross Payroll	482,265.32
	Required Deductions	(130,447.19)
	Voluntary Deductions	(17,744.48)
	Net Payroll	334,073.65

Electronic Payments

August 2022

August 1 - 15, 2022



Number	Vendor Name	Date	Amount
ACH	CalPERS-Medical	8/1/2022	246,444.11
ACH	CalPERS-GASB 68	8/4/2022	2,100.00
ACH	CalPERS	8/15/2022	92,149.60
ACH	CalPERS	8/12/2022	211.10
ACH	EDD	8/12/2022	27,171.48
ACH	Federal Tax	8/12/2022	72,447.88
ACH	Nationwide-457 Plan & Trust	8/11/2022	13,016.15
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	8/11/2022	3,382.00
ACH	PARS-Public Agency Retirement Services	8/1/2022	16,290.00
ACH	ICMA	8/11/2022	10.39
ACH	PARS-FT	8/11/2022	10,685.84
ACH	PARS-PT	8/11/2022	2,789.41
4789469	CJPIA Excess Pool	8/1/2022	7,305.72
Report Total:			494,003.68

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
77517	ARIAS01	Michael Arias	07/21/2022	261.01
77518	CHEN02	Siqi Chen	07/21/2022	20.00
77519	CO01	Daniel Co	07/21/2022	187.40
77520	COLDDU	Cold Duck Prod. Inc.	07/21/2022	1,500.00
77521	PMIDEN	Delta Dental Insurance Company	07/21/2022	991.77
77522	PMIDEN01	Delta Dental of California	07/21/2022	13,657.14
77523	FRONT01	Frontier Communications	07/21/2022	16.00
77524	GOV01	GovernmentJobs.com, Inc.	07/21/2022	4,725.12
77525	KREN01	William Krenz	07/21/2022	2,172.50
77526	NATION23	National Union Fire Insurance	07/21/2022	719.24
77527	NIETO01	Laura Nieto	07/21/2022	173.00
77528	OLIVAR01	Theresa Olivares	07/21/2022	127.75
77529	OPTUM01	OptumRx, Inc.	07/21/2022	19,966.63
77530	PALACI01	Joanna Palacios	07/21/2022	70.00
77531	PLAZ01	Cecilia Plazola	07/21/2022	20.00
77532	STANDA01	Standard Insurance Co. RV	07/21/2022	459.95
77533	STANDA03	Standard Insurance Company	07/21/2022	2,441.34
77534	TAPIA04	Janell Tapia	07/21/2022	75.00
77535	TEXAS01	Texas Life Insurance Co.	07/21/2022	3,558.59
77536	VISION01	Vision Service Plan - (CA)	07/21/2022	4,618.73
77537	AT&T06	AT & T	07/21/2022	1,668.36
77538	FUENTE02	David Fuentes	07/21/2022	381.77
77539	HOMEDE	Home Depot Credit Services	07/21/2022	320.70
77540	ROMANC	Carmen M. Roman	07/21/2022	50.18
77541	SCFUELS	SC Fuels	07/21/2022	8,888.11
77542	SMART&	Smart & Final	07/21/2022	3,535.72
77543	WIND01	Windwild Group	07/21/2022	256.65
77544	AZUSALW	Azusa Light & Water	07/28/2022	685.88
77545	BRECED04	Mark A. Breceda	07/28/2022	989.27
77546	CALIFO02	California American Water	07/28/2022	1,277.25
77547	CITYOF11	City of Azusa	07/28/2022	1,633.41
77548	CITYOF23	City Of West Covina	07/28/2022	7,350.00
77549	FONSE01	Diana Fonseca	07/28/2022	40.00
77550	FRONT01	Frontier Communications	07/28/2022	233.66
77551	GASCOM	Gas Company, The	07/28/2022	2,656.15
77552	SOUTHE17	Golden State Water Company	07/28/2022	619.37
77553	IRWIND04	Irwindale Chamber Of Commerce	07/28/2022	7,500.00
77554	PETTYC05	City of Irwindale Petty Cash	07/28/2022	316.83
77555	SCE02	Southern California Edison	07/28/2022	37,047.64
77556	TORR02	Angelica Torres	07/28/2022	300.00
77557	TPX 01	TPX Communications	07/28/2022	2,482.69
77558	VALLEY01	Valley County Water District	07/28/2022	10,294.44
77559	VALLEY09	Valley View Mutual Water Co.	07/28/2022	83.66
77560	verizonw	Verizon Wireless	07/28/2022	3,020.75
77561	CALIFO56	California State Disbursement Unit	07/28/2022	604.15
77562	CALIFO57	California State Disbursement Unit	07/28/2022	143.07
77563	CITY01	City of Hope	07/28/2022	54.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77564	ICEA	Irwindale City Employee Assoc.	07/28/2022	737.00
77565	IMEA	Irwindale Mgmt Employee Assoc.	07/28/2022	500.00
77566	IRWIND02	Irwindale Police Officers Assoc.	07/28/2022	3,288.10
77567	AMERIC34	American Fidelity Assurance Co	07/28/2022	2,733.64
77568	ARAICA01	Byron Araica	07/28/2022	2,617.70
77569	AT&T02	AT & T	07/28/2022	33.64
77570	AT&T06	AT & T	07/28/2022	64.64
77571	FINOY	Yvonne Benner	07/28/2022	59.57
77572	CHARTE01	Charter Communications	07/28/2022	91.93
77573	CONCE01	Concentra	07/28/2022	50.00
77574	DONA02	Shenika Donaldson	07/28/2022	75.00
77575	ESPINO10	Iris Espino	07/28/2022	79.39
77576	FRONT01	Frontier Communications	07/28/2022	324.09
77577	HENSHA01	Ty Henshaw	07/28/2022	12.64
77578	HULL01	Mary Hull	07/28/2022	160.12
77579	IRWIND04	Irwindale Chamber Of Commerce	07/28/2022	7,500.00
77580	MCIWOR	MCI Comm Service	07/28/2022	38.83
77581	MEND05	Cindy Mendez	07/28/2022	2,000.00
77582	ORTIZH	H. Manuel Ortiz	07/28/2022	1,127.78
77583	PETTYC05	City of Irwindale Petty Cash	07/28/2022	59.14
77584	PSYCHO01	Psychological Consulting Associates, Inc	07/28/2022	440.00
77585	PURCHA	Purchase Power	07/28/2022	2,127.46
77586	ROMERO05	Natanael Romero	07/28/2022	240.00
77587	TORR03	Carmen Torres	07/28/2022	75.00
77588	VARG01	David Vargas	07/28/2022	75.00
77589	VISION01	Vision Service Plan - (CA)	07/28/2022	1,592.22

Report Total (73 checks):

174,297.77

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
77591	MARTIN37	Rosemary Martinez	08/01/2022	10.00
77592	AT&T06	AT & T	08/04/2022	1,648.59
77593	SANGAB11	California Newspapers Partnership	08/04/2022	2,042.63
77594	GALLARDC	Claudia Carlos	08/04/2022	294.00
77595	GFOA01	GFOA	08/04/2022	65.00
77596	INTE01	Integrative Urgentcare	08/04/2022	75.00
77597	OLIVAR01	Theresa Olivares	08/04/2022	2,841.00
77598	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	08/04/2022	463.00
77599	Ayala01	Leonor Ayala	08/04/2022	180.00
77600	CHAC02	Steven Chacon	08/04/2022	450.00
77601	FELLE01	Lynelle Feller	08/04/2022	75.00
77602	FLORE01	Karla Flores	08/04/2022	520.00
77603	GASCOM	Gas Company, The	08/04/2022	851.95
77604	SOUTHE17	Golden State Water Company	08/04/2022	1,357.70
77605	LACOPO	LACPCA	08/04/2022	200.00
77606	PADILLAM	Melissa Marez	08/04/2022	54.09
77607	MILLA01	Minnie Millanes	08/04/2022	75.00
77608	PEARSO01	NCS Pearson, Inc	08/04/2022	66.00
77609	OPTUM01	OptumRx, Inc.	08/04/2022	35,347.11
77610	PAIK01	Sumako Paik	08/04/2022	240.00
77611	RAJ01	Arunaabh Raj	08/04/2022	75.00
77612	RODRIG07	Maria Rodriguez	08/04/2022	290.00
77613	SHRM01	SHRM	08/04/2022	229.00
77614	SIERRA10	Sierra Ergonomics Inc.	08/04/2022	854.87
77615	TULL01	Bob Tullio	08/04/2022	450.00
77616	TULLIO01	Jim Tullio	08/04/2022	450.00
77617	VIDA01	Michael Vidal	08/04/2022	500.00
77618	WAGONER	Pamela Wagoner	08/04/2022	400.00
77619	ALESHIRE	Aleshire & Wynder, LLP	08/10/2022	60,790.58
77620	BRITEW	BriteWorks, Inc.	08/10/2022	13,539.95
77621	CASC01	CASC Engineering & Consulting	08/10/2022	908.50
77622	LOSANG33	County of Los Angeles	08/10/2022	97,490.91
77623	DAVIDE	David Evans & Associates Inc	08/10/2022	915.40
77624	DUDEK01	Dudek	08/10/2022	17,550.00
77625	INTER01	Interwest Consulting Group	08/10/2022	8,515.00
77626	IRWIND21	Irwindale Hand Wash & Auto Detail	08/10/2022	1,586.40
77627	JCSPLU	JC's Plumbing & Backflow Svc	08/10/2022	200.00
77628	LINCOL03	Lincoln Aquatics	08/10/2022	2,006.90
77629	LSA01	LSA Associates, Inc.	08/10/2022	23,310.63
77630	MAINT01	Maintex	08/10/2022	2,622.37
77631	CALIBE01	Lawrence E. Marino	08/10/2022	2,146.96
77632	OFFICE03	Office Depot	08/10/2022	1,738.20
77633	OVER01	OverDrive, Inc.	08/10/2022	1,000.00
77634	PLACE01	PlaceWorks, Inc.	08/10/2022	670.00
77635	RIGHT01	Right of Way, Inc.	08/10/2022	917.41
77636	ROSENO	Rosenow Spevacek Group Inc	08/10/2022	1,237.50
77637	SOUTH09	Southern Computer Warehouse Inc,	08/10/2022	3,037.83

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77638	TRI03	Tri-Star Safety Services Inc.	08/10/2022	275.00
77639	WESTCO05	West Coast Arborists, Inc.	08/10/2022	21,616.00
77640	HDSUP01	WHITE CAP, L.P.	08/10/2022	797.61
77641	AMERIC15	American Planning Association	08/10/2022	99.00
77642	ARAM01	Aramark Uniform & Career Apparel Group	08/10/2022	82.05
77643	ARCH02	ArchiveSocial, Inc.	08/10/2022	4,491.00
77644	B&BTIR	B & B Tires Service	08/10/2022	55.00
77645	BAKER01	Baker & Taylor Books	08/10/2022	212.87
77646	BILLST	Bill's Truck Repair, Inc.	08/10/2022	438.56
77647	BRITEW	BriteWorks, Inc.	08/10/2022	8,749.13
77648	CALI22	CAPIO	08/10/2022	50.00
77649	CINTAS	Cintas Corporation #693	08/10/2022	542.64
77650	COM01	COM-Net	08/10/2022	40,887.74
77651	COUNTY13	Dept of Auditor-Controller County of Los A	08/10/2022	959.06
77652	DOOLEY	Dooley Enterprises, Inc.	08/10/2022	4,885.39
77653	EBSCOS	EBSCO Subscription Services	08/10/2022	2,378.18
77654	EWINGI	Ewing Irrigation Products, Inc.	08/10/2022	1,419.27
77655	FILLG01	Fill Good Landscaping	08/10/2022	400.00
77656	FLAGSH	Flag Shop	08/10/2022	237.04
77657	HASA01	Hasa Inc.	08/10/2022	1,176.72
77658	IDCHEC	I.D. Checking Guide	08/10/2022	35.10
77659	JOHNNY02	Johnny's Pool Service	08/10/2022	122.33
77660	LANDSC	Landscape Warehouse III Inc.	08/10/2022	341.26
77661	LEWISE	Lewis Engraving, Inc.	08/10/2022	95.92
77662	ORKINP	Orkin Pest Control	08/10/2022	1,182.00
77663	RICOH01	Ricoh USA, Inc	08/10/2022	1,462.31
77664	RICOH02	Ricoh USA, Inc	08/10/2022	1,673.13
77665	RIGHT01	Right of Way, Inc.	08/10/2022	834.91
77666	SANGAB13	San Gabriel Valley Council	08/10/2022	10,000.00
77667	SIERRA01	Sierra Chevrolet	08/10/2022	90.83
77668	ACADE01	The California Academy for Economic Dev	08/10/2022	1,300.00
77669	NORTHR	The Northridge Group, Inc.	08/10/2022	5,937.98
77670	UNITED11	United Site Services of CA Inc	08/10/2022	589.50
77671	VISTA01	Vista Paint Corporation	08/10/2022	154.43
77672	WALT01	Walters Wholesale Electric Co.	08/10/2022	82.49
77673	HDSUP01	WHITE CAP, L.P.	08/10/2022	41.13
77674	CITYOF23	City Of West Covina	08/11/2022	580.00
77675	EDDCAS	Employment Development Dept.	08/11/2022	220.00
77676	LAWEO1	Law Enforcement Medical Services, Inc.	08/11/2022	150.00
77677	PSYCHO01	Psychological Consulting Associates, Inc	08/11/2022	400.00
77678	Ayala01	Leonor Ayala	08/11/2022	270.00
77679	OROSCO05	Rebecca Bardales	08/11/2022	493.28
77680	BURGUA01	Rene Burguan	08/11/2022	6,100.00
77681	CALIFO03	California JPIA	08/11/2022	5,358.00
77682	GALLARDC	Claudia Carlos	08/11/2022	2,000.00
77683	CASTR01	Rob Castro	08/11/2022	311.37
77684	CHARTE01	Charter Communications	08/11/2022	318.71
77685	CONCE01	Concentra	08/11/2022	50.00
77686	FRONT01	Frontier Communications	08/11/2022	656.80
77687	GALVAN02	Claudia Galvan	08/11/2022	440.00
77688	HOYEN	Noelle Hoye	08/11/2022	490.00
77689	HULL01	Mary Hull	08/11/2022	104.02
77690	JONES02	Brandi Jones	08/11/2022	21.87
77691	PIMENT01	Luis Pimentel	08/11/2022	684.50
77692	SCFUELS	SC Fuels	08/11/2022	7,636.13
77693	SMART&	Smart & Final	08/11/2022	754.28
77694	verizonw	Verizon Wireless	08/11/2022	2,223.48

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77695	CALIFO56	California State Disbursement Unit	08/11/2022	604.15
77696	CALIFO57	California State Disbursement Unit	08/11/2022	143.07
77697	CARQUEST	Carquest	08/24/2022	42.99
77698	DEPTOF02	County of LA Dept of Animal Care & Cont	08/24/2022	4,137.57
77699	COUNTY04	County of Los Angeles	08/24/2022	24,619.62
77700	LOSANG33	County of Los Angeles	08/24/2022	197,018.87
77701	CWA01	CWA AIA, Inc	08/24/2022	24,060.00
77702	DELONG	Delong Unlimited	08/24/2022	618.50
77703	BALLOO	Carol Diess	08/24/2022	15.00
77704	DUDEK01	Dudek	08/24/2022	1,820.00
77705	ENVIRO05	Environmental Science Associates (ESA)	08/24/2022	20,509.00
77706	FCG01	FCG Consultants Inc.	08/24/2022	18,081.50
77707	HDL01	Hdl Software, LLC	08/24/2022	33.26
77708	ITERIS	Iteris, Inc.	08/24/2022	600.00
77709	KATZ01	Jeff Katz Architecture	08/24/2022	5,394.00
77710	MAVE01	Maverick Networks, Inc	08/24/2022	4,995.00
77711	MUSC01	Musco Corporation	08/24/2022	298,970.00
77712	ORKINP	Orkin Pest Control	08/24/2022	390.00
77713	PITNEY06	Pitney Bowes, Inc	08/24/2022	119.07
77714	SWANK01	Swank Motion Pictures, Inc.	08/24/2022	465.00
77715	ALLTRA01	All Traffic Solutions, Inc.	08/24/2022	28,272.50
77716	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	08/24/2022	4,759.00
77717	ARAM01	Aramark Uniform & Career Apparel Group	08/24/2022	729.42
77718	B&BTIR	B & B Tires Service	08/24/2022	190.00
77719	BAXTER01	Badge Frame, Inc	08/24/2022	113.68
77720	BAKER01	Baker & Taylor Books	08/24/2022	497.42
77721	BARNEY	Barney's Locksmith Service	08/24/2022	921.60
77722	BILLST	Bill's Truck Repair, Inc.	08/24/2022	748.07
77723	BLUE02	Blue Ridge Armor LLC	08/24/2022	5,630.77
77724	BRITEW	BriteWorks, Inc.	08/24/2022	8,749.13
77725	CINTAS	Cintas Corporation #693	08/24/2022	303.89
77726	COMPLE01	Complete Paperless Solutions, LLC	08/24/2022	5,390.00
77727	CPRSCA	CPRS Park & Recreation	08/24/2022	340.00
77728	DAVIDE	David Evans & Associates Inc	08/24/2022	649.40
77729	DELONG	Delong Unlimited	08/24/2022	8,260.49
77730	DEMCOI	Demco, Inc.	08/24/2022	135.80
77731	BALLOO	Carol Diess	08/24/2022	55.00
77732	BATE01	Elior Inc.	08/24/2022	3,225.75
77733	EWINGI	Ewing Irrigation Products, Inc.	08/24/2022	1,484.97
77734	FEDEX	FedEx	08/24/2022	93.40
77735	HASA01	Hasa Inc.	08/24/2022	1,590.17
77736	JOHNNY02	Johnny's Pool Service	08/24/2022	93.87
77737	KJSERV01	KJ Services Enviromental Consulting LLC	08/24/2022	170.00
77738	LEXISN	LexisNexis Risk Solutions	08/24/2022	151.50
77739	MAINTE01	Maintex	08/24/2022	1,808.02
77740	MIDAS	Manuel C Muratalla	08/24/2022	248.98
77741	CALIBE01	Lawrence E. Marino	08/24/2022	1,567.00
77742	MARIPO	Mariposa Landscapes, Inc.	08/24/2022	8,796.00
77743	MARXBR	Marx Bros Fire Extinguisher Co	08/24/2022	303.19
77744	PITNEY06	Pitney Bowes, Inc	08/24/2022	119.07
77745	PROPRINT	Pro Printing, Inc.	08/24/2022	60.16
77746	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	08/24/2022	809.23
77747	SWANK01	Swank Motion Pictures, Inc.	08/24/2022	930.00
77748	NORTHHR	The Northridge Group, Inc.	08/24/2022	6,014.96
77749	ULINE01	Uline	08/24/2022	203.16
77750	VISTA01	Vista Paint Corporation	08/24/2022	463.28
77751	WALT01	Walters Wholesale Electric Co.	08/24/2022	1,213.55

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77752	WESTCO05	West Coast Arborists, Inc.	08/24/2022	1,029.00
77753	ZOOM01	ZOOM Video Communicatins, Inc.	08/24/2022	1,012.17
Report Total (163 checks):				1,133,017.70

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

City of
IRWINDALE
AGENDA REPORT

Date: August 24, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Billboard Donation – City of Hope’s Walk for Hope 2022

City Manager’s Recommendation:

That the City Council of the City of Irwindale approve Resolution No. 2022-80-3330 entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE CITY OF HOPE FOR THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO”, reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Assistant City Manager, Theresa Olivares



Prepared by:

Iris Espino, Assistant to the City Manager



Reviewed by:

Adrian Guerra, City Attorney

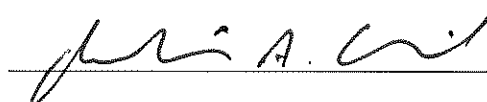
Electronically approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Hope (COH), a 501(c)(3) non-profit organization, hosts its annual Walk for Hope event to raise funds for the fight against cancers unique to women. This year the COH Walk for Hope event will be held on November 6, 2022. COH is located in the San Gabriel Valley Corporate Campus located in the City of Irwindale and the City of Duarte and is looking for opportunities to partner with the City of Irwindale. The COH Walk for Hope is seeking sponsors for this event, with recognition for sponsorships at \$10,000 to \$50,000 (brochure attached) which includes in-kind services. Staff is recommending that the City allow COH the right to use one of the billboard faces to promote this event.

Annually, the City of Irwindale receives from Clear Channel Communication the right to use the displays of certain billboards along the 210 and 605 Freeways for one month per year and staff recommends donating the use of one display of such billboard for one month in 2022 to the City of Hope to advertise the Walk for Hope event.

The City has been supportive of this type of charitable donation in the past and has donated the use of the billboard for the City of Hope's Walk for Hope event in the past. The estimated value of the billboard is between \$6,500 to \$15,000 depending on the billboard's location and availability. COH would like to use the billboard to advertise the upcoming Walk for Hope event and seek sponsorships and/or donations for this worthy cause.

The benefits provided by COH serve an important public purpose insofar as Walk for Hope is a movement that unites survivors and supporters — women, men, and children — in the fight against women's cancers. This movement raises necessary funds to continue groundbreaking research, treatment, and education at City of Hope and to raise awareness for women's cancers.

Fiscal Impact:

There is no loss of revenues to the City since the Agreement with Clear Channel or CBS Outdoor Inc. allows for City to use of the billboard for specified periods of time.

Attachment(s):

1. Resolution 2022-80-3330
2. City of Hope Letter of Request
3. City of Hope's Walk for Hope Sponsorship Opportunities Brochure

RESOLUTION NO. 2022-80-3330

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF IRWINDALE FINDING THAT A PUBLIC PURPOSE
WOULD BE SERVED BY THE DONATION TO THE CITY
OF HOPE FOR THE USE OF A BILLBOARD DISPLAY IN
THE CITY OF IRWINDALE AND APPROVING THE
DONATION THERETO**

WHEREAS, City of Hope, a 501(c)(3) non-profit organization, ("COH") annually hosts its Walk for Hope event to raise funds for the fight against cancers unique to women; and

WHEREAS, the COH is seeking sponsors for the event with recognition for certain sponsorships, including in-kind services; and

WHEREAS, annually, the City of Irwindale receives from Clear Channel Communication the right to use the displays of certain billboards along the 210 and 605 Freeways for one month per year and the City Council wishes to donate the use of one display of such billboard for one month in 2022 to the City of Hope to advertise the Walk for Hope event; and

WHEREAS, the City Council of the City of Irwindale finds that the City of Hope serves an important public purpose insofar as Walk for Hope is a movement that unites survivors and supporters — women, men and children — in the fight against women's cancers. This movement raises necessary funds to continue groundbreaking research, treatment and education at City of Hope and to raise awareness for women's cancers.

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

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

Section 2. The City Council hereby finds that the donation to the City of Hope for use of one billboard face display provided by Clear Channel along the 210 and 605 Freeways for one month in 2022, and at a time approved by Clear Channel, serves the public purpose identified in the above recitals.

Section 3. The City Council hereby approves the donation to the City of Hope for use of one billboard face display provided by Clear Channel along the 210 and 605 Freeways for one month in 2022.

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

PASSED, APPROVED and ADOPTED this 24th day of August 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. 2022-80-3330 was duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 24th day of August 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk



1500 East Duarte Road
Duarte, CA 91010-3000
Phone 800-826-HOPE
www.cityofhope.org

August 11, 2022

Iris Espino
Economic Development Coordinator / Public Information Officer
City Manager's Office
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Ms. Espino:

Thank you for connecting regarding City of Hope's upcoming 26th anniversary Walk for Hope on Sunday, November 6, 2022. Walk for Hope raises funds to support City of Hope's Women's Cancers Program. The annual Walk for Hope began in 1997 and is the largest public event City of Hope produces – with approximately 12,000 attendees in 2019 (the last in-person event)—and raises both awareness and funds. The 2019 Walk raised approximately \$1.6 million. In 2020, City of Hope held its first-ever virtual Walk for Hope, which raised \$1.3 million and was a leader of revenue retention among peer-to-peer fundraising campaigns across cancer hospitals nationwide. Last year's 25th annual Walk for Hope was also a virtual event and raised over \$2.6M – twice the prior year's total and the largest amount raised in a single Walk for Hope year.

The Walk for Hope team is planning a hybrid campaign in 2022 – one that may include a robust virtual component and a safe in-person event. The campaign and event will feature Walk for Hope's celebrated unique elements, while ensuring the health and safety of its patients, volunteers, donors and staff. Cancer doesn't stop, and neither does City of Hope.

We are tremendously grateful for our longstanding partnership with the City of Irwindale. I understand there may be an opportunity for the City of Irwindale to donate a billboard to us, between now and November 6, to promote this year's 26th anniversary Walk for Hope campaign. We would greatly appreciate this support.

Please let me know what additional information or materials you will need from us in this regard. Any promotion of our event – particularly through donated media – increases the critical funds we can raise to support the communities we so proudly serve.

Thank you.

Sincerely,

Suzan Fernandez

Director of Development
National Signature Events
City of Hope
Tel: 626-482-0053
Email: sfernandez@coh.org



Signature Sponsor *Brighton.*

**WALK
FOR
HOPE**

Presented by
 Staples.

Sunday,
November 6, 2022

**SPONSORSHIP
OPPORTUNITIES**

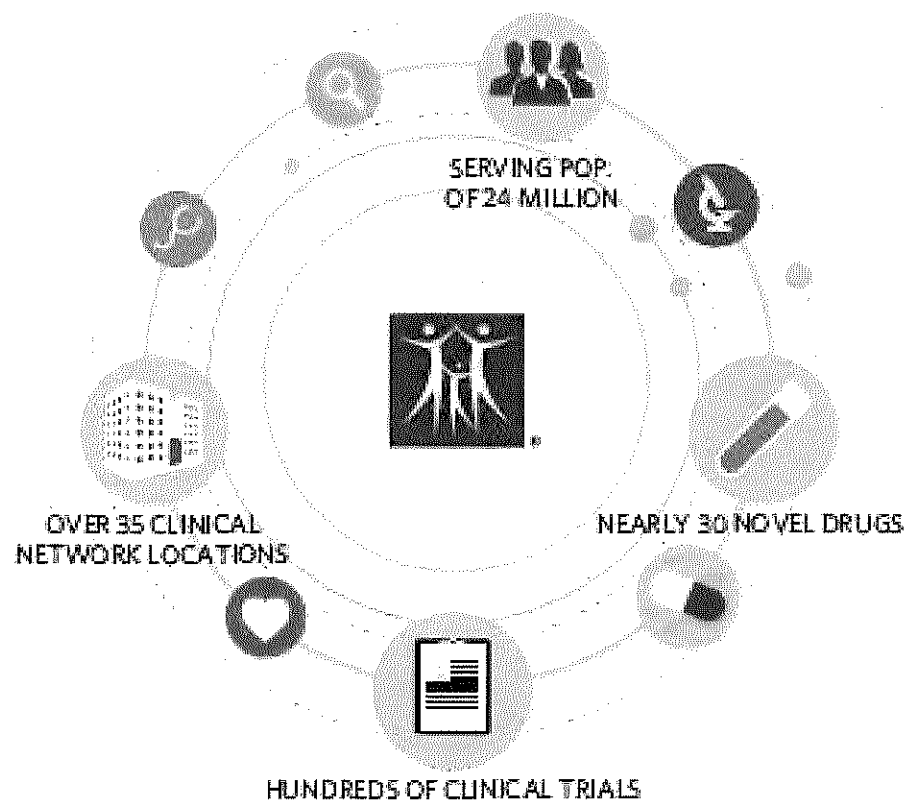
walkforhope.org



Who We Are

City of Hope is transforming the future of health. Every day we turn science into practical benefit. We turn hope into reality. We accomplish this through exquisite care, innovative research, and vital education focused on eliminating cancer and diabetes. ©City of Hope 2012

More Than 100 Years of Hope



Bringing the world closer to cures for cancer, diabetes and HIV/AIDS

- Global biomedical treatment and research institution
- Home to unique on-site facilities for manufacturing FDA-approved therapies ~ speeding discoveries from lab to patient

Research saving lives around the world

- 2021-2022 U.S. News & World Report "Best Hospital" for cancer
- Technology created at City of Hope led to development of four of the top cancer drugs and synthetic human insulin
- More than 17,000 bone marrow transplants
- HIV gene therapy ~ first of its kind
- Leader in clinical trials

Community Engagement

Total value of community benefit in FY20:

\$250.4
MILLION

- Medical care services and benefits including Medicare shortfall
- Health research, education and training
- Benefits for the broader community



Priorities:

- Healthy Living and Kindness Grants
- Mental Health Integration Summits
- Community 12 STEM Program
- Nutrition of Healthy Lifestyles
- Cancer education and support groups
- Lodging and transportation for vulnerable patients

National/Local Media Presence

Promotion around the 2021 Walk for Hope resulted in over 14.7 million impressions across digital, social media, radio, print and billboard channels.

Media included 9 print publications, over 10M OOH impressions, 51 radio spots and over 3M digital impressions

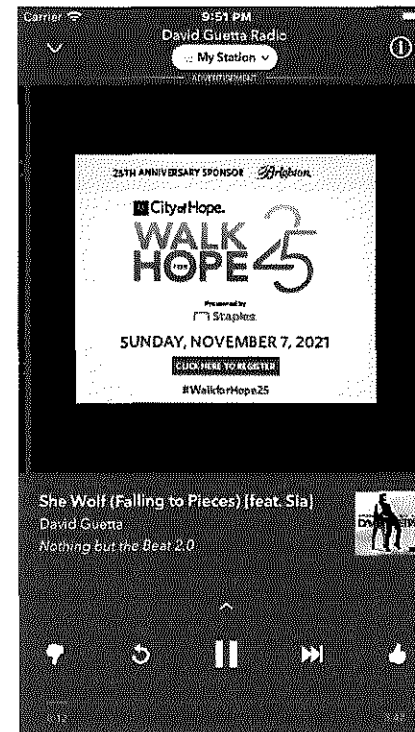
LOS ANGELES
BUSINESS JOURNAL



Los Angeles
MAGAZINE

KOST
103.5

WebMD®



25TH ANNIVERSARY SPONSOR

Brighton

**WALK
FOR
HOPE 25**

Presented by
Staples

**SUNDAY
NOVEMBER 7, 2021**

Join 2021 Walk for Hope Co-chairs
Ryan Mahoney and Rick Powell in the fight
against breast and gynecological cancers!

REGISTER AT:
WALKFORHOPE.ORG

#WalkforHope25

SPONSORED BY

BEHR

Cathay Bank

Deloitte

Gallagher

Gayle Wilkerson
and Alexandra Glickman

NEXT LEVEL

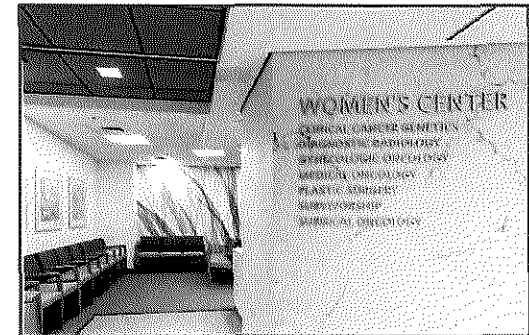
Smart@Final

TEAM
PRODUCE



Please Support Our Women's Cancers Program

- City of Hope is a nationally recognized leader in the research and treatment of gynecological cancers.
- We are one of the few facilities designated a comprehensive cancer center by the National Cancer Institute, and for over a decade, U.S. News & World Report has named City of Hope one of the "Best Hospitals" for cancer in America.



2016 Women's Center Open House



City of Hope Women's Center
Nursing Staff

WALK FOR HOPE FUNDS SUPPORT CITY OF HOPE'S RENOWNED WOMEN'S CANCERS PROGRAM

The Women's Cancers Program at City of Hope brings together medical doctors and laboratory researchers across the institution to gain a better understanding of breast and gynecological cancers and to develop better treatments, screening methods, prevention, strategies and survivorship care.

Highlights of our treatment programs:

- For breast cancer patients: One of the few programs to offer IORT (intraoperative radiation therapy), which delivers a concentrated dose of radiotherapy at the time of breast cancer surgery; this allows many women to receive their entire course of radiation at once rather than over 6-8 weeks
- For cervical cancer patients: Fertility-preserving therapy options for young women after their cancer treatment, as well as individually customized chemotherapy regimens, including novel drugs and drug combinations in our clinical trials program
- For ovarian cancer patients: Minimally invasive and robotic surgery, which uses smaller incisions than a traditional open procedure, resulting in less blood loss, reduced pain, shorter recovery time and quicker return to normal activities

City of Hope is among a few women's cancers programs in the country to routinely use HIPEC (heated intraperitoneal chemotherapy) to treat certain types of gynecological cancers, which can greatly improve outcomes for women with advanced disease.





SPONSORSHIP PACKAGES

\$50,000 PLATINUM SPONSORSHIP

EVENT MARKETING

- Logo inclusion on:
 - Event website
 - Event T-shirt
 - Promotional handout
 - On campus marketing (*sponsorship must be confirmed by **July 15** with EPS logo provided*)
- Social media mentions as sponsor

ON-SITE

- Ownership of an event element
- Check presentation
- Booth in expo area with opportunity to provide coupon and/or branded item to participants
- 20 Green Room passes
- Inclusion on "Thank You to Sponsors" banner
- Inclusion in "Thank You to Sponsors" announcements

MEDIA AND ADVERTISING

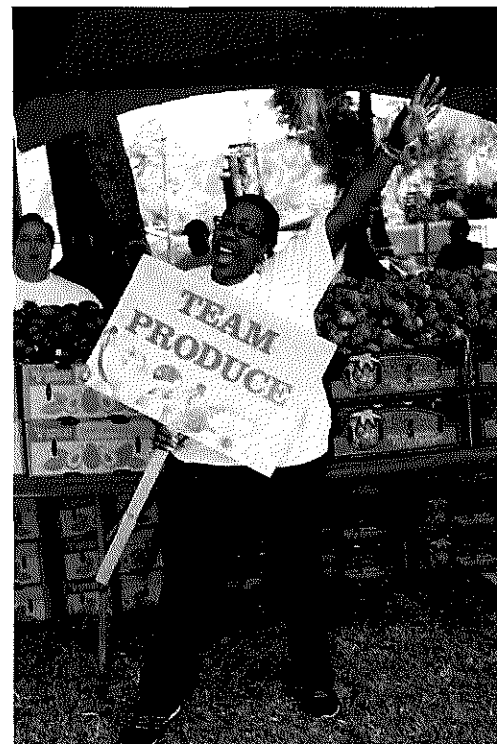
- Recognition as sponsor in radio and television advertisements (*as applicable*)
- Logo inclusion in print advertisements (*as applicable*)

PUBLIC RELATIONS

- Recognition as platinum sponsor in event press release(s)

PLATINUM PARTNERSHIP

- Speaking opportunity during Walk for Hope kickoff
- Pre-event company spotlight



\$25,000 GOLD SPONSORSHIP

EVENT MARKETING

- Logo inclusion on:
 - Event website
 - Event T-shirt
 - Promotional handout
 - On campus marketing (*sponsorship must be confirmed by **July 15** with EPS logo provided*)
- Social media mentions as sponsor

ON-SITE

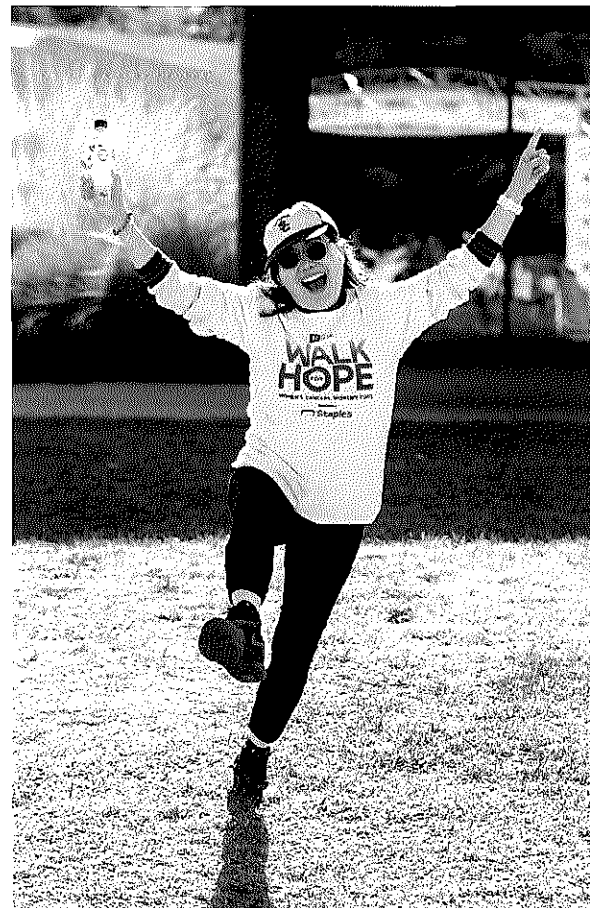
- Ownership of an event element
- Check presentation
- Booth in expo area with opportunity to provide coupon and/or branded item to participants
- 10 Green Room passes
- Inclusion on "Thank You to Sponsors" banner
- Inclusion in "Thank You to Sponsors" announcements

MEDIA AND ADVERTISING

- Logo inclusion in print advertisements (*as applicable*)

PUBLIC RELATIONS

- Recognition as gold sponsor in event press release(s)



\$15,000 SILVER SPONSORSHIP

EVENT MARKETING

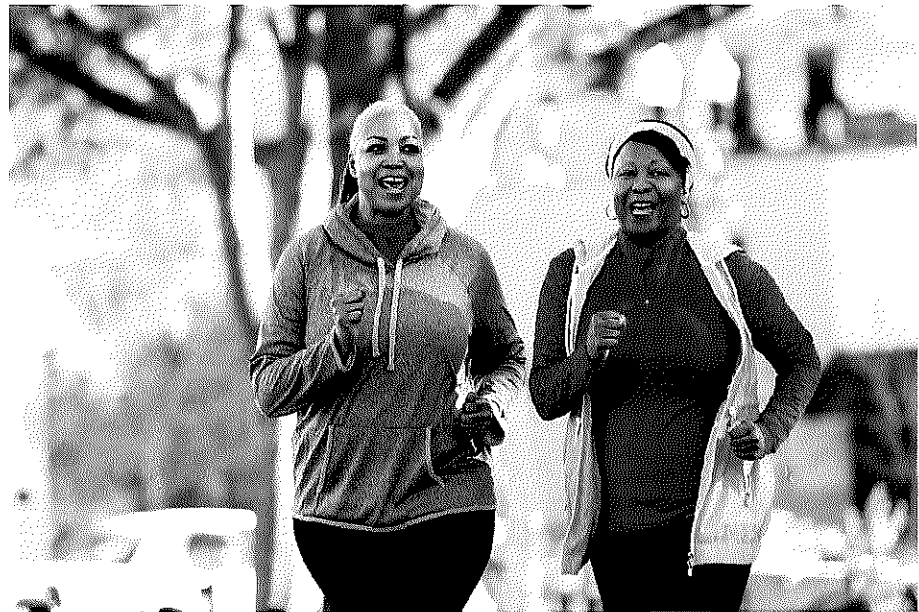
- Logo inclusion on event website
- Social media mentions as sponsor

ON-SITE

- Booth in expo area with opportunity to provide coupon and/or branded item to participants
- 6 Green Room passes
- Inclusion on "Thank You to Sponsors" banner
- Inclusion in "Thank You to Sponsors" announcements

PUBLIC RELATIONS

- Recognition as gold sponsor in event press release(s)



\$10,000 BRONZE SPONSORSHIP

EVENT MARKETING

- Logo inclusion on event website
- Social media mentions as sponsor

ON-SITE

- Booth in expo area with opportunity to provide coupon and/or branded item to participants
- 4 Green Room passes
- Inclusion on "Thank You to Sponsors" banner



THANK YOU TO OUR 2021 SPONSORS

25th Anniversary Sponsor:
Brighton Collectibles

Presenting Sponsor:
Staples

Diamond Sponsor:
Douglas Parking LLC

Platinum Sponsors:
Ahmanson Foundation
Deloitte
Gayle Whittemore & Alexandra Glickman
Team Produce

Gold Sponsors:
Behr Paint Company
Benedict Canyon Equities
Cathay Bank
Dell
Gallagher
IMPEX Technologies
Latham & Watkins
Smart & Final
TruAmerica Multifamily

Silver Sponsors:
Devcool
IMEG
Infinite Computer Solutions
ZGF Architects, LLP

Bronze Sponsors:
Abi-Karam Family
Amerisource Bergen
Chivaroli & Associates
City of Industry
CO Architects
Corporate Business Interiors
Criterion
DPR Construction
Durie Tangri
Epic Systems Corporation
General Counsel West
Griffin Capital
Herbert McLaughlin Children's Trust
International Casual Furniture Association
Major Fulfillment
Taft Electric Company
Tawa Charitable Foundation (99 Ranch)
The Winnick Family Foundation
Xanitos Inc.



City of Hope's Walk for Hope

For information,
contact:

Alyson Sprafkin
Senior Executive
Director, Signature
Events Development
626-218-0724
asprafkin@coh.org

walkforhope.org



To help maintain a healthy environment, enhance safety and lower the risk of COVID-19 spread, this event will have a limited number of attendees and special protocols in place. City of Hope will modify event location and/or format, as needed, to ensure the health and safety of all participants. For more information, please email walkforhope@coh.org or call 800-266-7920.

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

City of
IRVINDALE
AGENDA REPORT

Date: August 24, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract to provide Professional Design Services for Traffic Signal and Intersection Safety Improvements at Arrow Hwy & Live Oak Ave (East); P-1039

City Manager's Recommendation:

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

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering / Building Official

Electronically Approved
By Director of Engineering/Building Official

Prepared by:

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

Electronically Approved
By Assistant City Engineer

Reviewed by:

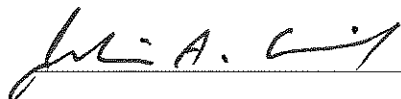
Adrian Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On January 13, 2022, local business owners adjacent to the Live Oak Ave & Arrow Hwy (East) intersection raised concerns to the Public Works Engineering Department regarding the rate of traffic collisions at this location.

Staff and Iteris, one of the City's on-call traffic engineering consultants, conducted a safety analysis by reviewing and assessing the history of traffic collisions and existing physical and geometric characteristics of the intersection. The results of the study recommended that the City install proposed signage, safety lighting, traffic signal modifications, a radar speed feedback sign and other improvements.

On May 18, 2022, staff issued a Request for Proposal (RFP) for Design Services for Traffic Signal and Intersection Safety Improvements at Arrow Hwy & Live Oak Ave (East). Staff received proposals from two qualified professional surveying firms on June 8, 2022 with the following results:

CONSULTANT	RANKING	FEE PROPOSAL	COMMENTS
Iteris	1	\$ 46,220.00	
LLG	2	\$ 67,260.00	
KOA	N/A	N/A	Declined to Propose
Urban Crossroads	N/A	N/A	No Response

Staff evaluated each proposal received by ranking each consultant based on technical competency, project understanding, experience, staff qualifications and availability. Iteris was determined to be the most qualified firm for the project. Staff recommends awarding the contract to Iteris for Professional Design Services for Traffic Signal and Intersection Safety Improvements at Arrow Hwy & Live Oak Ave (East), P-1039.

The attached contract agreement has been reviewed and approved by the City Attorney's office.

Fiscal Impact:

Sufficient funding for this project is available in the CIP Budget Account 48-80-800-45200-8354. The fee for this service will be funded 50% (\$26,576.50) through the General Fund and 50% (\$26,576.50) through the Mining Impact Fund.

Attachment(s):

- Contract Agreement for Professional Consultant Services

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
ITERIS, INC.**

FOR

**PROFESSIONAL DESIGN SERVICES FOR TRAFFIC SIGNAL AND INTERSECTION
SAFETY IMPROVEMENTS AT ARROW HWY AND LIVE OAK AVE (EAST); P-1039**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 24th day of August, 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and Iteris, Inc. 1700 Carnegie Ave Suite 100, Santa Ana CA 92705 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty Six Thousand Two Hundred Twenty and 00/100 Dollars (\$46,220) ("Contract Sum").

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

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to fifteen percent (15%) of the Contract Sum but not exceeding a total amount of Six Thousand Nine Hundred Thirty Three Dollars (\$6,933) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Consultant's Authorized Initials _____

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

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Iteris Inc.

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 1700 Carnegie Ave, Suite 100
Santa Ana, CA 92705

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Task 1: The engineered safety design of the intersection must be based on the provided Arrow Hwy & Live Oak Ave (East) Safety Analysis Memorandum (See attachment B) and shall include the following items:

- A. Traffic signal modifications
 - a. Add left and right turn phases for southbound Arrow Highway approach.
 - b. Add left turn phase for eastbound Live Oak Ave approach.
 - c. Provide new timing sheet with added phases.
 - d. Re-coordinate timing sheets of traffic signals along Arrow Hwy corridor.
- B. Improvement of nighttime visibility – recommendations include, but are not limited to:
 - a. Installing additional streetlights and/or increasing luminance of existing streetlights on the southbound Arrow Hwy approach.
- C. Speed reduction measures – recommendations include, but are not limited to:
 - a. Advisory speed signs such as W1-1a or W1-2a. An advisory speed of 25 mph or less can be implemented.
 - b. Vehicle speed feedback signs in conjunction with the advisory speed signs.
 - c. Speed reduction signs.
- D. Additional warning signs – recommendations included, but are not limited to:
 - a. Signal ahead signs such as W3-3 and/or SW26 (CA).
 - b. Horizontal alignment warning sign to warn drivers of sharp curve ahead on southbound Arrow Hwy approaching north leg of Arrow Hwy and Live Oak (East). Signage may include W1-1, W1-2, W1-6 and/or W1-8.
 - c. Divided highway signs or object markers warning of center median ahead on southbound Arrow Hwy approaching the north leg of the intersection. Signage includes W6-1, OM1-1 and/or Type P.
 - d. Yellow flashing beacons.
- E. Vehicle to property collision prevention – recommendations included, but are not limited to:
 - a. Object markers such as OM1-1 along south curb of the intersection.
- F. Any other safety improvements proposed by Design Engineer to mitigate collisions.

Task 2: Data Collection & Project Coordination

- A. Coordinate with the electrical service provider to obtain a service feed point for the new traffic signal service cabinet. Submit plans to electrical service provider for their markup of the service location.

- B. Conduct a field investigation to verify existing visible features on the plans and identify other relevant features. Field review includes necessary work to evaluate the project site with respect to needs for preparing construction plans.
- C. Additional engineering survey to establish base conditions for the pedestrian ramp modifications.

Task 3: Draft Construction Documents

- A. Construction documents consisting of AutoCAD plans of the traffic signal, ADA ramps, lighting, and signing and striping modification will be prepared under this task. Plans will conform to the requirements of and be designed per latest City of Irwindale standards and specifications.
- B. Plans will include proposed traffic signal facilities, accompanied by detailed general and construction notes, pole and conductor schedules, proposed phase diagrams, and necessary details for a traffic signal modification.
- C. Plans will include updated lighting at intersection to improve nighttime visibility.
- D. Plans will include updated signing and striping to reduce speeds and increase the number of warning signs.

Task 4: Signal Timing Documents

- A. Re-coordinate intersection with ten traffic signals along Arrow Hwy corridor with basic signal timing parameters based on current CA MUTCD requirements.
- B. Update traffic signal timing sheets with new phasing and submitted for City review. Following construction activities, implement signal timing at intersection.

Task 5: Final Construction Plans and Bid Documents

- A. Submit 100% PS&E package with City approval. Submittal will consist of construction plans, specifications, and construction cost estimate. Perform internal QA/QC plan check by a licensed reviewer. The reviewer will verify the constructability of the plans and that the final combined PS&E package meets City requirements. Upon final review and incorporating comments, the final PS&E [package will be prepared for bidding purposes.

II. Provide technical support City Administrator during the design period to:

- Answer questions from City staff concerning the project's design, plans and specifications, both over the phone and at the project site.
- Submit a complete set of detailed engineering designed plans, specifications and cost estimates (PS&E) based on the provided Arrow Hwy & Live Oak Ave (East) Safety Analysis Memorandum (See attachment B) in electronic format (PDF and AutoCAD) via email to the City and one set in physical format (as-built mylar prints).

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

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:



ITERIS STANDARD BILLING RATES

Title	Billing Rate	
	Min	Max
Support Staff	\$90	\$155
Assistant I: Eng/Planner/Sys/Soft	\$95	\$135
Assistant II: Eng/Planner/Sys/Soft	\$120	\$160
Associate I: Eng/Planner/Sys/Soft	\$145	\$180
Associate II: Eng/Planner/Sys/Soft	\$160	\$200
Eng/Planner/Sys/Soft	\$175	\$220
Senior I: Eng/Planner/Sys/Soft	\$200	\$265
Senior II: Eng/Planner/Sys/Soft	\$265	\$300
Associate VP I	\$240	\$270
Associate VP II	\$270	\$330
Associate VP III	\$330	\$365
VP/Senior VP	\$330	\$400

Standard Terms and Conditions

- Billings will be monthly at the individual Categories and Maximum Rates for the persons actually performing the work during the performance period and are subject to annual adjustments.
- Expenses will be billed at cost plus 10 percent for services and handling. Expenses include project-related costs, such as subcontractor services, traffic counts, postage/delivery service, reproduction, transportation, and subsistence.
- All mileage rates will be based upon IRS standard rates.

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

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.

- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$46,220, as provided in Section 2.1 of this Agreement.

IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless earlier terminated in accordance with this Agreement, the Agreement shall continue in full force and effect until completion of the Services.

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

City of
IRWINDALE
AGENDA REPORT

Date: August 24, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approval of Plans and Specifications for Traffic Signal Modifications at Arrow Highway and Vincent Avenue; P-980

City Manager's Recommendation:

That the City Council (1) approve the plans and specifications for Traffic Signal Modifications at Arrow Highway and Vincent Avenue; (2) approve the Cooperative Agreement between Irwindale and Azusa; (3) approve the Agreement between Irwindale and Los Angeles County; (4) authorize the City Manager to execute both agreements after approval as to form by the City Attorney; and (5) authorize staff to solicit bids for construction of the project.

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering / Building Official

Electronically Approved
By Director of Engineering/Building Official

Prepared by:

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

Electronically Approved
By Assistant City Engineer

Reviewed by:

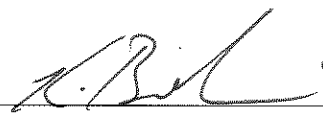
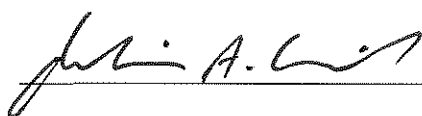
Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The project for Traffic Signal Modifications at Arrow Highway and Vincent Avenue ("Project") is identified in the City's Capital Improvement Program to install new protected left turn phasing for east/west/north/southbound directions, remove and replace outdated signal poles and equipment, and provide ADA accessibility and compliance.

The intersection of Arrow Highway and Vincent Avenue is under shared jurisdiction between and among the City of Irwindale (50%), the City of Azusa (25%), and the County of Los Angeles (25%). City of Irwindale staff has reached out to Azusa and Los Angeles County staff and all parties have agreed to install the improvements of the Project for the safety of the motorists and pedestrians. In addition, all parties have agreed to share the cost of the Project based on each portion of the Project that will exist within each party's jurisdiction.

The City of Irwindale will execute the Project and perform the work necessary to complete the improvements. Azusa and Los Angeles County have agreed to fund their respective portions of the Project providing that Irwindale will perform the contract administration, construction, construction inspection and engineering, materials testing and construction surveying for the entire Project.

Two separate cooperative agreements have been drafted and will need to be executed: one between the City of Irwindale and City of Azusa, and one between the City of Irwindale and the County of Los Angeles.

The two cooperative agreements have been reviewed and approved by the City Attorney's office.

Iteris, Inc. has prepared the traffic signal plans and specifications for the Project, which includes a necessary bid package to advertise and solicit bids per Section 3.44.110 of the City's Municipal Code and applicable sections of the California Public Contract Code. The scope of work for the Project consists of removal and replacement of signal poles, mast arms, vehicle and pedestrian signal heads, installation of new conduits, pull boxes and wiring, re-striping, and removal and replacement of curb ramps and curb & gutter.

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

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

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

Fiscal Impact:

The Project is funded by the General Fund and is accounted for in the Capital Projects Fund 48 (Account Number 48-80-800-45300-8306).

Attachment(s):

- COOPERATIVE AGREEMENT BETWEEN IRWINDALE AND AZUSA
- AGREEMENT BETWEEN IRWINDALE AND LOS ANGELES COUNTY

**TRAFFIC SIGNAL MODIFICATION PROJECT AT THE INTERSECTION OF ARROW
HIGHWAY AND VINCENT AVENUE; P-980**

COOPERATIVE AGREEMENT BETWEEN IRWINDALE AND AZUSA

THIS AGREEMENT, dated this ____ day of _____ 2022, for purposes of identification, is made and entered into, by and between the CITY OF AZUSA, a municipal corporation, hereinafter referred to as "AZUSA," and the CITY OF IRWINDALE, a municipal corporation, hereinafter referred to as "IRWINDALE." AZUSA and IRWINDALE are sometimes referred to individually as "PARTY" and collectively as "PARTIES" herein.

WITNESSETH

WHEREAS, the County of Los Angeles, hereinafter referred to as "COUNTY," performed a left turn study for dedicated protected or protected-permissive left turn phasing at the intersection of Arrow Highway and Vincent Avenue and determined that dedicated left turn phases were warranted; and

WHEREAS, IRWINDALE proposes to construct the traffic signal modification improvements in order to provide the warranted left turn phases at this intersection, which is jurisdictionally shared among IRWINDALE, AZUSA, and COUNTY.

WHEREAS, the work will consist of replacement of traffic signal poles, foundations, signal heads, luminaires, conduits, wiring and other equipment, construction of ADA curb access ramps, revised signage and striping, and reconstruction of damaged sidewalks; and

WHEREAS, the aforementioned work is included in an IRWINDALE-administered project named Traffic Signal Modification at the Intersection of Arrow Highway and Vincent Avenue; P-980 (hereinafter referred to as "PROJECT"); and

WHEREAS, IRWINDALE will be performing contract administration, contract inspection and engineering, and construction management for the IRWINDALE PROJECT, and is willing also to provide these services for the AZUSA portion; and

WHEREAS, IRWINDALE, AZUSA, and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, COST OF PROJECT is currently estimated to be Six Hundred Sixty-Nine Thousand and Five Hundred and 00/100 Dollars (\$669,500.00) with IRWINDALE'S estimated jurisdictional share (50%) being Three Hundred Thirty-Four Thousand and Seven Hundred Fifty and 00/100 Dollars (\$334,750.00), AZUSA'S estimated jurisdictional share (25%) being One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00) and COUNTY'S estimated jurisdictional share (25%) being One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00); and

WHEREAS, a separate agreement between IRWINDALE and COUNTY is being executed to cover the portion of PROJECT within COUNTY'S JURISDICTION; and

WHEREAS, such a proposal is authorized and provided for by the provision of Section 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by IRWINDALE and AZUSA and of the promises herein contained, it is hereby agreed as follows:

1. DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the IRWINDALE, AZUSA, and unincorporated COUNTY areas identified in this AGREEMENT.
- b. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the design and construction contractor(s) and consultant(s) for the PROJECT; the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT; and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT in accordance with plans and specifications approved by IRWINDALE, AZUSA, and COUNTY.
- c. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by IRWINDALE, AZUSA, and COUNTY.
- d. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and CONSTRUCTION ADMINISTRATION costs and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by IRWINDALE, AZUSA, and the COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- e. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by IRWINDALE and a written notification to AZUSA'S Director of Public Works

that the improvements within AZUSA'S JURISDICTION are transferred to AZUSA for the purpose of operation and maintenance.

2. AZUSA AGREES:

- a. To finance AZUSA'S jurisdictional share (25%) of the COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to Section (4) a. of this AGREEMENT.
- b. To deposit with IRWINDALE following execution of this AGREEMENT and upon demand by IRWINDALE One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00) to finance its estimated jurisdictional share of the COST OF PROJECT (AZUSA'S PAYMENT), the actual amount of which is to be determined by a final accounting, pursuant to Section (4) a. of this AGREEMENT. IRWINDALE'S demand will consist of a billing invoice prepared by IRWINDALE and delivered to AZUSA.
- c. To provide IRWINDALE with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications so that contractors or any other person in charge of construction shall have no merit or basis to request change in work compensation.
- d. Upon receipt of permit application from IRWINDALE and approval of construction plans for PROJECT, to issue IRWINDALE any necessary permit(s) authorizing IRWINDALE to construct those portions of PROJECT within AZUSA'S JURISDICTION at no cost to IRWINDALE.
- e. To cooperate with IRWINDALE in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. AZUSA will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to IRWINDALE when necessary to construct, complete, and maintain PROJECT or to appoint IRWINDALE as its attorney-in-fact to exercise such prior rights.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within AZUSA'S JURISDICTION.

3. IRWINDALE AGREES:

- a. To include the AZUSA portion of the PROJECT as a part of the IRWINDALE PROJECT and to perform the contract administration, which shall include actual construction, construction inspection and engineering, materials testing, construction survey and all other work necessary to complete PROJECT.
- b. To finance IRWINDALE'S jurisdictional share (50%) of the COST OF PROJECT. IRWINDALE'S actual share will be determined by a final accounting pursuant to Section (4) a. of this AGREEMENT.
- c. To accept AZUSA'S PAYMENT in the amount of One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00), to finance AZUSA'S estimated share of the COST OF PROJECT.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, perform CONSTRUCTION ADMINISTRATION, do all things necessary and proper to complete PROJECT, and act on behalf of AZUSA in all negotiations pertaining thereto.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within IRWINDALE'S JURISDICTION.
- f. To furnish AZUSA within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- h. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- j. In the event that a preliminary stop notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide AZUSA with a copy of same within three (3) business days. IRWINDALE shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost among IRWINDALE, AZUSA, and COUNTY based on the jurisdictional share of the traffic signal located at the PROJECT. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) shall be allocated as follows: 50% to IRWINDALE, 25% to AZUSA, and 25% to COUNTY.

- b. That if at final accounting AZUSA'S jurisdictional share of COST OF PROJECT exceeds AZUSA'S PAYMENT, as set forth in Section (2) b. of this AGREEMENT, AZUSA shall upon review and approval of final accounting invoice as described in paragraph (4) d., below, pay to IRWINDALE the additional amount upon demand. Said demand shall consist of a billing invoice prepared by IRWINDALE. Conversely, if the AZUSA'S jurisdictional share of COST OF PROJECT is less than AZUSA'S PAYMENT, IRWINDALE shall refund the difference to AZUSA without further action by AZUSA.
- c. AZUSA shall review the final accounting invoice prepared by IRWINDALE and report in writing any discrepancies to IRWINDALE within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by AZUSA to IRWINDALE within forty-five (45) calendar days after the date of said invoice. IRWINDALE shall review all disputed charges and submit a written justification detailing the basis for those charges within forty-five (45) calendar days of receipt of AZUSA'S written report. AZUSA shall then make payment of the previously disputed charges or submit justification for nonpayment within forty-five (45) calendar days after the date of IRWINDALE'S written justification.
- d. During construction of PROJECT, IRWINDALE shall furnish an inspector or other representative to perform the functions of an inspector. AZUSA may also furnish, at no cost to IRWINDALE, an inspector or other representative to inspect construction of PROJECT within AZUSA'S JURISDICTION. Said inspectors shall cooperate and consult with each other, but the orders of IRWINDALE inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be terminated, amended or modified only by mutual written consent of AZUSA and IRWINDALE. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF AZUSA

Mr. Robert Delgadillo
Director of Public Works/City Engineer
213 E. Foothill Blvd.
Azusa, CA 91702

CITY OF IRWINDALE

Mr. Arsanious Hanna
Director of Engineering
5050 N. Irwindale Ave
Irwindale, CA 91706

- g. Other than as provided below, neither IRWINDALE nor any officer or employee of IRWINDALE shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of AZUSA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of AZUSA under this AGREEMENT. It is also understood and

agreed that, pursuant to Government Code Section 895.4, AZUSA shall fully indemnify, defend, and hold IRWINDALE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of AZUSA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of AZUSA under this AGREEMENT.

- h. Neither IRWINDALE nor any officer or employee of IRWINDALE shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within AZUSA'S JURISDICTION or arising from acts or omissions on the part of AZUSA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of AZUSA under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA), the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, AZUSA shall fully indemnify, defend, and hold IRWINDALE harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and the California Health and Safety Code Section 25364.
- i. Other than as provided below, neither AZUSA nor any officer or employee of AZUSA shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of IRWINDALE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of IRWINDALE under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, IRWINDALE shall fully indemnify, defend, and hold AZUSA harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of IRWINDALE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of IRWINDALE under this AGREEMENT.
- j. Neither AZUSA nor any officer or employee of AZUSA shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within IRWINDALE'S JURISDICTION or arising from acts or omissions on the part of IRWINDALE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of IRWINDALE under this AGREEMENT, including liability under the CERCLA, the California Health and Safety Code, or common law. It is understood and agreed pursuant to Government Code Section 895.4, IRWINDALE shall fully indemnify, defend, and hold AZUSA harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the

State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

- k. If any legal action, or any arbitration or other proceeding is initiated for the enforcement of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing PARTY shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- l. IRWINDALE authorizes the City Engineer to assign to AZUSA all of its right, title, and interest in any unelapsed portion of the one-year warranty granted to IRWINDALE by the construction contractor performing the road improvement work within AZUSA'S JURISDICTION. This assignment is effective following completion of PROJECT.
- m. Venue shall be in Los Angeles County, California.
- n. It is not intended by this AGREEMENT to create any third-party beneficiaries herein or to authorize any person not a party to this AGREEMENT to maintain any suit, claim, or action under the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the dates hereinafter respectively set forth.

CITY OF AZUSA

By _____
Sergio Gonzalez, City Manager

DATE OF EXECUTION:

ATTEST:

Jeffrey Lawrence Cornejo Jr., City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP, City Attorney

CITY OF IRWINDALE

By _____
Julian Miranda, City Manager

DATE OF EXECUTION:

ATTEST:

By _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By _____
Adrian Guerra, City Attorney

**TRAFFIC SIGNAL MODIFICATION PROJECT AT THE INTERSECTION OF
ARROW HIGHWAY AND VINCENT AVENUE; P-980
AGREEMENT BETWEEN IRWINDALE AND LOS ANGELES COUNTY**

THIS AGREEMENT, is made and entered into by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles (hereinafter referred to as IRWINDALE), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, The Intersection of Arrow Highway at Vincent Avenue is on the Highway Element of IRWINDALE'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, IRWINDALE and COUNTY propose to improve the following street segment that is jurisdictionally shared among IRWINDALE, COUNTY, and the CITY OF AZUSA (hereinafter referred to as AZUSA):

Segment	Scope of Work	Thomas Guide	Jurisdiction Shared
The Intersection of Arrow Highway at Vincent Avenue	Traffic Signal Modification	598 G2	IRWINDALE, AZUSA, and COUNTY

WHEREAS, the work will consist of the relocation of the traffic signal controller cabinet, installation of fully protected and protected-permissive left turns, installation of new traffic signal standards, installation of a video/radar detection system, installation of a Global Positioning Satellite (GPS) time base unit, installation of striping and pavement markings, installation of underground electrical service, and the construction of new Americans with Disabilities Act (ADA) curb ramps in accordance with the current Standard Plans for Public Works Construction and the Standard Specifications for Public Works Construction, which work is hereinafter referred to as IMPROVEMENTS; and

WHEREAS, PROJECT is within the geographical boundaries of IRWINDALE, AZUSA, and COUNTY; and

WHEREAS, PROJECT is of general interest to IRWINDALE and COUNTY; and

WHEREAS, IRWINDALE is willing to perform or cause to be performed the preliminary engineering and final design, construction inspection, materials testing, construction survey, administration of construction contract for the PROJECT, and to advertise the PROJECT for construction bids; and

WHEREAS, IRWINDALE (50 percent), AZUSA (25 percent) AND COUNTY (25 percent) are each willing to finance their respective jurisdictional shares of TOTAL COST OF PROJECT as described in paragraph 4) a., below; and

WHEREAS, the TOTAL COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, the TOTAL COST OF PROJECT, as defined herein, is currently estimated to be Six Hundred Sixty-Nine Thousand and Five Hundred and 00/100 Dollars (\$669,500.00) with IRWINDALE'S share (50 percent) estimated to be Three Hundred Thirty-Four Thousand and Seven Hundred Fifty and 00/100 Dollars (\$334,750.00), COUNTY'S share (25 percent) estimated to be One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00), and AZUSA'S share (25 percent) estimated to be One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00); and

WHEREAS, a separate agreement between IRWINDALE and AZUSA is being executed to cover the portion of PROJECT within AZUSA'S JURISDICTION; and

WHEREAS, the PROJECT is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by IRWINDALE and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the Intersection of Arrow Highway and Vincent Avenue within the geographical boundaries of the IRWINDALE, AZUSA, and/or unincorporated COUNTY areas.
- b. COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall include the costs of environmental documentation, design survey, traffic index, and geometric investigation; preparation of plans, specifications, cost estimates, and right of way and clearance matters; utility engineering; and all other necessary work (collectively, PRELIMINARY ENGINEERING AND FINAL DESIGN) prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for the PROJECT, the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction

of the PROJECT, and the costs of any additional unforeseen work that is necessary for the construction of the PROJECT.

- d. COST OF CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modifications of plans and specifications for the PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of the PROJECT, making necessary arrangements for relocation of utility facilities, traffic detours, signing and striping, construction engineering, and coordination matters, and all other necessary work after advertising of the PROJECT for construction to cause the PROJECT to be constructed in accordance with said plans and specifications approved by IRWINDALE and COUNTY.
- e. PROJECT as referred to in this AGREEMENT, shall be defined as the work for completion of the IMPROVEMENTS within the JURISDICTIONS of IRWINDALE, AZUSA, and COUNTY.
- f. TOTAL COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the sum of COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and cost of construction contingencies and all other work necessary to construct the PROJECT in accordance with the approved plans and specifications.
- g. Completion of the PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of the PROJECT by IRWINDALE and an electronic notification to COUNTY'S Head of the Permit Section, Mr. Sam Chinn, at (626) 458-4940 or schinn@pw.lacounty.gov, or his designee or successor, that the IMPROVEMENTS within COUNTY'S JURISDICTION are completed and transferred to COUNTY for the purpose of operation and maintenance.

2) IRWINDALE AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN for the PROJECT.
- b. To finance IRWINDALE'S jurisdictional share (50 percent) of the TOTAL COST OF PROJECT, currently estimated to be Three Hundred Thirty-Four Thousand and Seven Hundred Fifty and 00/100 Dollars (\$334,750.00), the actual amount of which is to be determined by a final accounting according to Section 4 (a) and which shall not exceed Three Hundred Thirty-Four Thousand and Seven Hundred Fifty and 00/100 Dollars (\$334,750.00) unless approved in advance by IRWINDALE.

- c. To obtain COUNTY'S approval of plans for the PROJECT prior to advertising for construction bids and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that IRWINDALE proposes to complete in COUNTY'S JURISDICTION as part of the PROJECT.
- d. To obtain permit application by accessing website <http://dpw.lacounty.gov/spats/public/> and completing permit application for encroachment, excavation, and construction work, including a certificate of liability insurance and acknowledgement of best management practices and submitting complete package at no cost to IRWINDALE to the Permit Counter of the Department of Public Works located at 900 South Fremont Avenue, Alhambra, California 91803, to construct those portions of PROJECT within COUNTY'S JURISDICTION. IRWINDALE may satisfy the foregoing insurance requirements through self-insurance and by requiring any and all construction contractors on the PROJECT to indemnify, defend, hold harmless, and name the COUNTY as an additional insured.
- e. To advertise the PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete the PROJECT, and to act on behalf of the COUNTY in all negotiations pertaining thereto.
- f. To ensure that the COUNTY, all officers, employees, and agents of the COUNTY are named as additional insured parties under the construction contractors' Contractor General Liability and Automobile insurance policies for all work in connection with the PROJECT, including coverage for ongoing operations and completed operations.
- g. To furnish COUNTY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the TOTAL COST OF PROJECT, including an itemization of actual unit costs and actual quantities for the PROJECT.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of the PROJECT within IRWINDALE'S JURISDICTION.
- i. To act as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S JURISDICTION and in all things necessary and proper to complete the PROJECT.
- j. To ensure construction contract provides COUNTY with all indemnity provisions granted to IRWINDALE. If IRWINDALE requires construction contract to name IRWINDALE as an insured for the PROJECT, then IRWINDALE will require COUNTY be named as well.

- k. To furnish COUNTY with quarterly updates during the PROJECT on the costs expended on the PROJECT to date, including both the projected initial TOTAL COST OF PROJECT and the actual TOTAL COST OF PROJECT.
- l. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- m. To provide all change orders for the PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to the COUNTY inspector/office engineer assigned to the PROJECT. If COUNTY does not respond within ten (10) calendar days, or if COUNTY approves, IRWINDALE may proceed with change orders.
- n. To provide as-built plans to COUNTY upon completion of PROJECT and final inspection and acceptance by COUNTY that the IMPROVEMENTS within COUNTY'S JURISDICTION have been constructed to COUNTY'S satisfaction in accordance with said plans and specifications approved by IRWINDALE and COUNTY.
- o. Upon completion of the PROJECT to maintain in good condition and at IRWINDALE'S expense all IMPROVEMENTS constructed as part of the PROJECT within IRWINDALE'S JURISDICTION.

3) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share (25 percent) of TOTAL COST OF PROJECT, currently estimated to be One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00), which is to be determined by a final accounting according to Section 4 (a) and which shall not exceed One Hundred Sixty-Seven Thousand and Three Hundred Seventy-Five and 00/100 Dollars (\$167,375.00) unless approved in advance by the COUNTY.
- b. To deposit with IRWINDALE, following execution of this AGREEMENT and upon demand by IRWINDALE, COUNTY funds in the amount of Sixteen Thousand Seven Hundred and Thirty-Seven and 00/100 Dollars (\$16,737.00) equivalent to 10 percent of the COUNTY'S estimated jurisdictional share of the TOTAL COST OF PROJECT for the purpose of financing COUNTY'S portion of the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN. Said demand will consist of a billing invoice prepared by IRWINDALE and delivered to COUNTY.
- c. To deposit with IRWINDALE, following execution of this AGREEMENT and upon demand by IRWINDALE but in no event earlier than thirty (30) calendar days prior to advertisement of the PROJECT for construction bids, additional COUNTY funds in the amount of One Hundred Fifty Thousand and Six Hundred Thirty-Eight and 00/100 Dollars (\$150,638.00) for the purpose of financing the remaining portion of the TOTAL COST OF

PROJECT described in paragraph 3) a., above. Said demand will consist of a billing invoice prepared by IRWINDALE and delivered to COUNTY. The actual amount of which is to be determined by a final accounting of TOTAL COST OF PROJECT.

- d. To grant IRWINDALE any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for the construction of the PROJECT at no cost to IRWINDALE to the extent not already provided by law.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of the PROJECT within COUNTY'S JURISDICTION.
- f. Upon receipt of permit application with the required documents from IRWINDALE and approval of construction plans for the PROJECT to issue IRWINDALE a no-fee permit(s) authorizing IRWINDALE to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- g. To cooperate with IRWINDALE in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY streets or on COUNTY property, the COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of the PROJECT. The COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities as needed to construct, complete, and maintain the PROJECT or to appoint IRWINDALE as its attorney-in-fact to exercise such prior rights.
- h. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense all IMPROVEMENTS constructed as part of the PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the TOTAL COST OF PROJECT shall allocate said total cost among IRWINDALE, AZUSA, and the COUNTY based on the percentage of the PROJECT to be completed within the jurisdictional boundaries of IRWINDALE, AZUSA, and the COUNTY: 50 percent IRWINDALE, 25 percent AZUSA, 25 percent COUNTY. Thus, 50 percent of the cost of all work performed, including COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and costs

incidental to PROJECT work shall constitute IRWINDALE'S jurisdictional share of the TOTAL COST OF PROJECT. 25 percent of the cost of all work performed, including COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and costs incidental to PROJECT shall constitute each of COUNTY'S and AZUSA'S jurisdictional shares of the TOTAL COST OF PROJECT.

- b. If at final accounting COUNTY'S jurisdictional share of the TOTAL COST OF PROJECT exceeds COUNTY'S total payment, as set forth in paragraph 3) a. above, COUNTY shall pay to IRWINDALE the additional amount upon demand. Said demand shall consist of a billing invoice prepared by IRWINDALE. Conversely, if the COUNTY'S jurisdictional share is less than COUNTY'S deposit, IRWINDALE shall refund the difference to COUNTY within thirty (30) calendar days of the date IRWINDALE furnished COUNTY with the final accounting.
- c. COUNTY shall review the billing invoice prepared by IRWINDALE for COUNTY payment, as set forth in paragraph 4) a., above, and report in writing any discrepancies to IRWINDALE within (60) calendar days after the date of said invoice. IRWINDALE shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of IRWINDALE'S written justification.
- d. During construction of the PROJECT, IRWINDALE shall furnish an inspector or other representative to perform the functions of an inspector. The COUNTY may also furnish, at no cost to IRWINDALE, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of IRWINDALE's inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be cancelled, amended, or modified only by mutual written consent of IRWINDALE and the COUNTY. Amendments and modification of a nonmaterial nature (i.e., having no financial effect on either party) may be made by the mutual written consent of the parties' Director of Public Works or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

IRWINDALE: Mr. Arsanious M. Hanna
Director of Engineering/Building Official
City of Irwindale

5050 North Irwindale Avenue
Irwindale, CA 91706

COUNTY: Mr. Mark Pestrella
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Other than as provided below, and to the maximum extent permitted by law, neither COUNTY nor any officer, employee, agent or contractor of the COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of IRWINDALE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of IRWINDALE under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, IRWINDALE shall fully indemnify, defend, and hold the COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the IRWINDALE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the IRWINDALE under this AGREEMENT.
- h. Neither the COUNTY nor any officer or employee of the COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within IRWINDALE'S geographical limits, including but not limited to liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and/or under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, that IRWINDALE shall fully indemnify, defend, and hold the COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. Other than as provided below, and to the maximum extent permitted by law, neither IRWINDALE nor any officer, employee, agent or contractor of the IRWINDALE shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend,

and hold IRWINDALE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT.

- j. Neither IRWINDALE nor any officer or employee of IRWINDALE shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S geographical limits, including but not limited to liability under CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, that COUNTY shall fully indemnify, defend, and hold the IRWINDALE harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA and California Health and Safety Code Section 25364.
- k. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. In order to achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- l. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith that are set forth in the Assumption of Liability Agreement 32716 between IRWINDALE and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.
- m. IRWINDALE authorizes the IRWINDALE Director of Engineering to assign to COUNTY all of its right, title, and interest in the COUNTY'S jurisdictional share of any unlapsed portion of the one-year warranty granted to IRWINDALE by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.

[illegible]

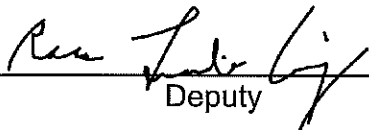
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF IRWINDALE on _____, 2022, and by the COUNTY OF LOS ANGELES on _____, 2022.

CELIA ZEVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By 
Deputy

CITY OF IRWINDALE

By _____
Julian Miranda, City Manager

Date _____

ATTEST:

By _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By _____
Adrian Guerra, City Attorney

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

City of
IRWINDALE
AGENDA REPORT

Continued from July 13, 2022

Date: ~~July 13, 2022~~ August 24, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Release of Bonds for Parcel Map 72864 – 16203-16233 Arrow Highway.

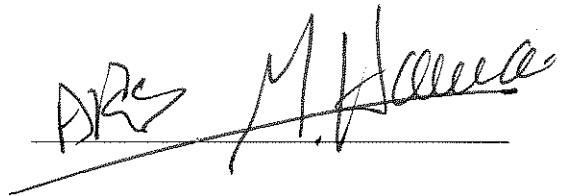
City Manager's Recommendation:

That the City Council approve the release of faithful performance, labor and material, and monument bonds for Parcel Map 72864.

Administrative Action:

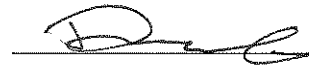
Submitted by:

Arsanious Hanna,
Director of Engineering / Building Official



Prepared by:

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



Reviewed by:

Adrian R. Guerra, City Attorney

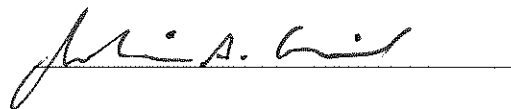
Electronically Approved by
City Attorney

Kambiz Borhani,
Finance Director / City Treasurer

Electronically Approved by
City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On March 25, 2020 the City Council approved Parcel Map No. 72864 allowing the consolidation of three parcels into one parcel and for condominium purposes on the properties located at 16203, 16213, 16223, 16233 Arrow Highway.

The applicant, Panattoni Development Company, Inc., agreed to the final conditions of approval for this Parcel Map, as outlined in Irwindale City Council Resolution No. 2019-09-3093, executed a subdivision agreement, and posted the required Faithful Performance, Labor and Material, and Monument bonds for the public improvements.

The construction of all offsite improvements, as stated in the final conditions of approval for this parcel map, have been completed and accepted by the Public Works Engineering Department and the Planning Department.

With the completion of said construction and acceptance by the Public Works Engineering Department, staff recommends that the City Council approve the release of the posted Faithful Performance, Labor and Material, and Monument Bonds.

Fiscal Impact:

This is no fiscal impact associated with the release of these bonds.

Attachment(s): None

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

City of
IRWINDALE
AGENDA REPORT

Date: August 24, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Proposed Senior Center Hours of Operation

City Manager's Recommendation:

That the City Council review and approve the proposed Senior Center Hours of Operation to commence on Monday, August 29, 2022.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney



Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

During the Fiscal Year 2022/2023 budget process, staff requested funding to provide one evening Zumba Gold class to be held once a week, which would allow for the Senior Center to be open late for Adults 50+ who still work during the day and are unable to attend classes or use the facility. On June 22, 2022, City Council approved this request with the adoption of the Fiscal Year 2022/2023 budget.

On December 8, 2021, City Council adopted Resolution No. 2021-122-3244, which approved a tentative agreement for Successor Memorandum of Understanding with the Irwindale Management Employees Association (IMEA) and moved these represented employees from a 38-hour workweek to a 40-hour workweek. On March 9, 2022, the City Council adopted Resolution 2022-19-3269, which approved a tentative agreement for

Successor Memorandum of Understanding with the Irwindale City Employees Association (ICEA) and moved these represented employees from a 38-hour workweek to a 40-hour workweek. This allowed full-time represented City employees to work an extra half hour a day. The new work schedule for the Senior Center full-time staff changed to Monday – Friday from 8 am to 4:30 pm. However, the Senior Center Hours of Operation continued to remain Monday – Friday from 8 am to 4 pm.

Staff met to discuss the possible change in hours of operation that will allow for the Senior Center to stay open longer and to fit in the new evening Zumba Gold class. At the July 25th Senior Citizen Commission Meeting, staff held a discussion and provided the Commission with the following proposed hours of operation and information.

SUN	MON	TUES	WED	THURS	FRI	SAT
	8 am to 5 pm	8 am to 5 pm	8 am to 7 pm	8 am to 5 pm	8 am to 2:30 pm	

On Monday, Tuesday, and Thursday staff is able to extend the Senior Center hours by one (1) hour. Wednesday will allow for a Ceramics by Peaches class to be held from 3 pm to 5 pm and an evening Zumba Gold class from 5:30 pm to 6:30 pm. In addition, Wednesday allows for three (3) more hours of facility use by patrons including but not limited to the indoor and outdoor exercise equipment, reading room, computer lab, billiards room and the lobby area where Adults 50+ can gather to play cards or board games with their friends. The Friday hours will decrease by an hour and a half. Historically, the foot traffic at the Senior Center on Friday decreases after lunch unless a day dance is held. The daytime dance schedule will change from 12 noon to 3 pm to 11 am to 2 pm to accommodate the new schedule.

The transportation hours will not change with the extended Senior Center Hours of Operation.

The Senior Citizen Commission voted to recommend approval of the proposed hours of operation to the City Council.

The changes in hours for the senior center will not require any employees to work beyond 40 hours a week, in accordance with the approved ICEA and IMEA MOU's. City Administration has met and conferred with both IMEA and ICEA on the staff work schedule changes. Part-time staff will continue to have their hours set by the Senior Center Manager.

Fiscal Impact:

The staff schedules changed to accommodate the proposed Senior Center Hours of Operation. Therefore, there is no fiscal impact.

Attachment(s): None

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

City of
IRWINDALE
AGENDA REPORT

Date: August 24, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution Appointing Interim Police Chief for a Limited Duration of Time Under Government Code Sections 7522.56(c) and 21221(h)

City Manager's Recommendation:

- 1) Adopt Resolution No. 2022-83-3333 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPOINTMENT OF AN INTERIM POLICE CHIEF FOR A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis

At the City Council meeting on July 13, 2022, the City Council appointed Robert M. Castro as its Interim Chief of Police pursuant to Government Code section 21221(g) while the City's former Chief of Police was on a leave of absence. The City and Chief Castro entered into an employment agreement for Interim Chief of Police services effective the next day, July 14, 2022. Following Chief Castro's appointment as Interim Chief of Police, the City's permanent Chief of Police retired, such that the permanent position is now vacant.

Government Code section 21221(g) allows the City to employ a CalPERS retired annuitant if the person has skills needed to perform work of a limited duration due to a leave of absence granted to a person on payroll status. Since the City's former Chief of Police retired and is no longer on a leave of absence, Chief Castro can no longer remain appointed under Government Code section 21221(g).

Government Code section 21221(h) permits CalPERS retired annuitants to be employed upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position. Chief Castro can continue to serve as the City's Interim Chief of Police provided the City meets the requirements of Government Code section 21221(h), including that the City be conducting a recruitment for the permanent Chief of Police position. The City is currently conducting a recruitment for the Chief of Police position.

The terms of Chief Castro's appointment under Government Code section 21221(h) would be as set forth in the Amended and Restated At-Will Interim Chief of Police Employment Agreement attached to this staff report. The terms would be the following:

- Compensation: He would continue to be paid hourly at the hourly rate of \$101.67, which is the hourly rate of equivalent to Step C of the Chief of Police position ($\$17,622.00 / \text{mo.} \div 173.333 \text{ hours} = \$101.67$).
- No benefits would be paid.
- Limited duration appointment: The agreement would automatically expire July 13, 2023, at the latest. It would automatically terminate if the City appoints a permanent Chief of Police prior to this date. Additionally, Chief Castro would be limited to working 960 hours per fiscal year to comply with CalPERS retired annuitant hiring requirements.
- Employment status: Chief Castro would be an at-will employee working under the direction of the City Manager approximately 40 hours per week or less.
- The Amended and Restated At-Will Interim Chief of Police Employment Agreement would supersede the original employment agreement between Chief Castro and the City that became effective July 14, 2022.

Fiscal Impact:

Chief Castro will continue be paid hourly at the hourly rate of \$101.67.

Attachments: Resolution No. 2022-83-3333
Amended and Restated Employment Agreement

RESOLUTION NO. 2022-83-3333

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE APPOINTMENT OF AN INTERIM POLICE CHIEF FOR A
LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS
7522.56(C) AND 21221(H)**

WHEREAS, in compliance with Government Code sections 7522.56(c) and 21221(g), the City of Irwindale ("City") may employ a CalPERS retired annuitant if the person has skills needed to perform work of a limited duration due to a leave of absence; and

WHEREAS, effective July 14, 2022, the City appointed Robert M. Castro as its Interim Chief of Police pursuant to Government Code section 21221(g) while the City's former Chief of Police was on a leave of absence; and

WHEREAS, following Robert M. Castro's appointment as Interim Chief of Police, the City's Chief of Police retired, such that the permanent Chief of Police position is vacant; and

WHEREAS, Government Code subdivision 21221(h) permits CalPERS retired annuitants to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, the City is currently conducting its recruitment for a permanent Chief of Police; and

WHEREAS, Robert M. Castro is a retired annuitant and possesses extensive experience in a chief of police capacity and the specialized skill set to perform the required duties of Interim Chief of Police as further detailed in the Amended and Restated At-Will Interim Chief of Police Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City's City Council desires to appoint Robert M. Castro as Interim Chief of Police for the City, which is a position that requires specialized skills, under Government Code 21221(h) beginning August 25, 2022 while the City conducts a recruitment for a permanent Chief of Police; and

WHEREAS, the compensation paid to a retired annuitant cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly rate paid to Robert M. Castro will be \$101.67, which is the hourly rate of the C step of the monthly salary for the Chief of Police position effective as of July 1, 2022 ($\$17,622.00 / 173.333 = \$101.67$); and

WHEREAS, Robert M. Castro has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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

SECTION 1. Robert M. Castro was appointed as the City's Interim Chief of Police effective July 14, 2022 pursuant to Government Code section 21221(g). Following Robert M. Castro's appointment as Interim Chief of Police, the City's Chief of Police retired, such that the permanent Chief of Police position became vacant.

SECTION 2. The City Council now desires to approve the appointment of Robert M. Castro as Interim Chief of Police, which is a position that requires specialized skills, under Government Code section 21221(h) beginning August 25, 2022 while the City Council conducts a recruitment for the permanent Chief of Police position. The City Council finds Robert M. Castro to have the requisite knowledge, specialized skills and abilities to lead the City's police department on an interim and time-limited basis as Interim Chief of Police.

SECTION 3. The City Council approves the Amended and Restated Employment Agreement attached hereto as Exhibit "A" and authorizes the City Manager to execute said agreement. The Amended and Restated At-Will Interim Chief of Police Employment Agreement shall supersede the "At-Will Interim Chief of Police Employment Agreement" between the City and Robert M. Castro that became effective July 14, 2022.

PASSED, APPROVED and ADOPTED this 24th day of August, 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. 022-83-3333 was duly adopted at a regular meeting of the Irwindale City Council held on August 24, 2022, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE
AMENDED AND RESTATED
AT-WILL INTERIM CHIEF OF POLICE
EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED AT-WILL INTERIM CHIEF OF POLICE EMPLOYMENT AGREEMENT ("Agreement") is made by and between the CITY OF IRWINDALE (the "City") and ROBERT M. CASTRO ("Employee"). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, in compliance with Government Code sections 7522.56(c) and 21221(g), the City may employ a CalPERS retired annuitant if the person has skills needed to perform work of a limited duration due to a leave of absence granted to a person on payroll status; and

WHEREAS, effective July 14, 2022, the City appointed Employee as its Interim Chief of Police pursuant to Government Code section 21221(g); and

WHEREAS, following Employee's appointment as Interim Chief of Police, the City's Chief of Police retired, such that the permanent Chief of Police position is vacant; and

WHEREAS, Government Code subdivision 21221(h) permits CalPERS retired annuitants to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, the City is currently conducting its recruitment for a permanent Chief of Police; and

WHEREAS, Employee is a retired annuitant and possesses extensive experience in a chief of police capacity and the specialized skill set to perform the required duties of Interim Chief of Police, desires to perform the duties of and assume responsibility for the position of Interim Chief of Police, and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described in this Agreement; and

WHEREAS, pursuant to Irwindale Municipal Code §2.08.050, the city manager has the duty to appoint heads of departments; and

WHEREAS, the position of Chief of Police serves as the department head for the City's police department; and

WHEREAS, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim Chief of Police, which is a position that requires specialized skills, for

a definite period of time; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

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

A G R E E M E N T

Section 1: TERM

The term of this Agreement shall commence on August 25, 2022 and shall automatically terminate on July 13, 2023 unless terminated prior to this date by either Party (the "Term"). Additionally, this Agreement shall automatically terminate upon the appointment of a permanent Chief of Police. In no event shall the Term exceed the 960-hour per fiscal year limit under Government Code subdivision 7522.56(d); in the event Employee works 960 hours during the Term of this Agreement, then this Agreement shall terminate automatically. July 14, 2022 shall be Employee's "Hire Date" for purposes of this Agreement.

Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS

A. Employee shall be appointed to the position of Interim Chief of Police for the City's police department, the duties of which are described generally in Government Code sections 41601- 41612 and are set forth fully in Exhibit "A" to this Agreement. Employee acknowledges the position of Interim Chief of Police requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement.

B. It is recognized Employee is expected to engage in the hours of work that are generally necessary to fulfill the obligations of the position, must be available at all times, and may be required to devote time outside the normal office hours to the business of the City. Employee acknowledges proper performance of the duties of Interim Chief of Police may require Employee to observe normal business hours (currently 8:00 a.m. to 6:00 p.m., Monday through Thursday, including a standard one hour lunch period), as set by the City, as well as attend City Council meetings. However, Employee shall not work more than 40 hours per week without the prior written authorization of the City Manager.

C. All data, studies, reports, and other documents prepared and/or reviewed by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Manager or his designee, shall not be used by Employee for any purpose other than the performance of his duties. Nor shall such materials be disclosed to any person or

entity not connected with the performance of services under this Agreement, except as required by law.

Section 3: COMPENSATION/ BENEFITS PROHIBITED

A. The City agrees to compensate Employee on an hourly basis at the hourly rate of One Hundred One Dollars and Sixty Seven Cents (\$101.67), which is the hourly rate of the C step of the monthly salary for the Chief of Police position effective as of July 1, 2022 (\$17,622.00).

B. Employee shall not be eligible for any other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate except for the above hourly rate and workers' compensation.

C. Employee shall be provided a City vehicle as assigned to the Chief of Police, not as a benefit, but for use in providing the services hereunder. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City. Additionally, Employee shall be provided any business equipment assigned by the City to the Chief of Police for business use.

Section 4: RESIGNATION/TERMINATION

A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Manager with at least two (2) weeks advance written notice.

B. Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time, with or without cause, and with or without notice, at any time by the City Manager, subject to Section 4(C) below.

C. In accordance with the Public Safety Officers Bill of Rights, Government Code sections 3300 *et seq.*, including Section 3304(c), Employee shall not be terminated except by virtue of the expiration of this Agreement, exhaustion of his CalPERS 960 hour per fiscal year limit, or because of the City's appointment of a permanent Chief of Police, without written notice and the reason(s) therefor, as well as the opportunity for an administrative appeal. The removal of Employee by the City, for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute reason or reasons within the meaning of this Agreement and Government Code section 3304(c). Nothing in this Section shall be construed to create a property interest in Employee's job as Interim Chief of Police. In the event Employee is terminated by virtue of the expiration of this Agreement, CalPERS hours limitations, or the return of the permanent Chief of Police, he shall not be entitled to written notice or an administrative appeal of his termination.

D. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

E. Employee shall not be entitled to severance pay and Employee expressly waives any and all rights with respect to severance pay.

Section 5. NOTICES

Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

City

City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Employee

Robert M. Castro
Address on file with the City

Section 6: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Agreement are described as follows:

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

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof. All prior oral or written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. Specifically, as of the effective date of this Agreement, the At-will Interim Chief of Police Employment Agreement between the City and Employee which became effective July 14, 2022 shall be superseded by this Agreement and of no further force and effect. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment. This Agreement is not assignable by either the City or Employee.

D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

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

F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date. This Agreement shall become effective August 25, 2022.

H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon his CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of his employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to his appointment date.

J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City his anticipated work schedule of 40 hours per week or less will not cause him to exceed the 960 hours per fiscal year limit pursuant to Government Code subdivision 7522.56(d), including work for any other CalPERS employer during the current fiscal year.

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules.

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

M. Government Code §§ 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with the cited Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

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

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

[SIGNATURE PAGE FOLLOWS ON PAGE 7]

IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its City Manager, and approved as to form by the City Attorney, and executed by the Employee.

CITY OF IRWINDALE,

Dated: _____

Julian Miranda
City Manager

Approved as to form:

Dated: _____

Adrian Guerra
City Attorney

EMPLOYEE,

In signing this Agreement, Employee understands and agrees that he is an **at-will employee** and his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City, which might otherwise apply to classified or other employees of the City. Employee further acknowledges he was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

Signed: _____
Robert M. Castro
Employee

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

SA Item 1A3

JULY 27, 2022
WEDNESDAY
7:46 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; Adrian Guerra, City Attorney; Jamie Traxler, Assistant City Attorney; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

REBECCA BARBOSA

Rebecca Barbosa thanked the Council for listening to the concerns of the residents on Morada Street, and questioned whether the Council would take public action on the claim she and her husband Fred Barbosa submitted regarding their home.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Special Joint meeting held July 13, 2022
- 2) Regular meeting held July 13, 2022

ITEM NO. 1B
WARRANTS

WARRANTS

None for approval

ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT
FOR JUNE 30, 2022

INVESTMENT QUARTERLY REPORT FOR JUNE 30, 2022

The Investment Quarterly Report for June 30, 2022, was received and filed.

END OF CONSENT CALENDAR

SUCCESSOR AGENCY MINUTES
REGULAR MEETING

JULY 27, 2022
PAGE 2

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:48 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
77590	USBANK03	US Bank Trust N.A.	08/01/2022	6,450.00
Report Total (1 checks):				6,450.00