CITY OF IRWINDALE

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

H. MANUEL ORTIZ
MAYOR

LARRY G. BURROLA
MAYOR PRO TEM

ALBERT F. AMBRIZ
COUNCILMEMBER

MARK A. BRECEDA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

APRIL 14, 2021

SPECIAL MEETING - 6:00 P.M. - CLOSED SESSION
REGULAR MEETING - 6:30 P.M. - OPEN SESSION

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER
(Closed to the Public)
Pursuant to Executive Order N-29-20

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor also issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still meeting state transparency requirements.

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 will also be available through the following options:

https://attendee.gotowebinar.com/rt/3484420930268753680



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

SPECIAL MEETING - CLOSED SESSION – 6:00 P.M.

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. RECESS TO CLOSED SESSION

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

   Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
   Agency negotiator: William K. Tam, City Manager
   Negotiating parties: Rudolfo A. Dominguez Trustee
   Under negotiation: Price and terms of payment

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

   Number of potential cases: Two (2)

   A point has been reached where, in the opinion of the City Council and on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City, but the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. CHANGES TO THE AGENDA

F. COUNCIL MEMBER TRAVEL REPORTS

G. COUNCILMEMBER COMMENTS

H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1) Certificate of Recognition to the Irwindale Speedway for hosting the Irwindale Regional Food Bank Distribution

2) Presentation by Irwindale Brew Yard

3) Certificate of Recognition to Mr. Michael Lopez in honor of his 95th Birthday

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.

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

Recommendation: Approve the following minutes:

1. Special meeting held March 24, 2021
2. Regular meeting held March 24, 2021

Department: Administration / City Clerk

B. Warrants/Demands/Payroll

Recommendation: Approve

Department: Finance

C. Rejection of Claim – Andrea Carr-Fraijo vs. City of Irwindale

Recommendation: (1) Reject the claim of Andrea Carr-Fraijo vs. City of Irwindale; and (2) direct staff to send a letter of rejection.

Department: Administration / City Clerk

D. Rejection of Claim – Jonathan Carr-Fraijo vs. City of Irwindale

Recommendation: (1) Reject the claim of Jonathan R. Carr-Fraijo vs. City of Irwindale; and (2) direct staff to send a letter of rejection.

Department: Administration / City Clerk

E. Los Angeles County Department of Animal Care and Control (DACC) Animal Licensing Amnesty Program

Recommendation: Approve the City of Irwindale's participation in the Los Angeles County Department of Animal Care and Control's (DACC) Animal Licensing Amnesty Program.

Department: Public Works Services

F. Appropriation of Supplemental Law Enforcement Services Funds for the Citizen Option for Public Safety Program (COPS) AB3229

Recommendation: **Adopt Resolution No. 2021-21-3243** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF $170,969.64 FOR FISCAL YEAR 2020-21 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)" reading by title only and waiving further reading thereof, thereby appropriating supplemental law enforcement services funds.

Department: Police

G. Lease of City's Ground Water Production Rights for FY 2020/2021

Recommendation: (1) Accept the San Gabriel Valley Water Company's proposal and lease the City's 285.38 acre feet of groundwater pumping rights for FY 2020/2021; and (2) Authorize the City Manager to sign a one-year lease for the temporary assignment of the City's water pumping rights.

Department: Public Works Services

H. Foothill Boulevard Bus Shelter Column Repairs and Replacement

Recommendation: **Adopt Resolution No. 2021-22-3244**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MTA - PROPOSITION A FUNDS FOR THE FOOTHILL BOULEVARD BUS SHELTER COLUMN REPAIRS AND REPLACEMENT."

Department: Public Works Services

2. NEW BUSINESS

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

A. Consideration of Organizational Changes to Enhance Structure to better Meet the Needs of the Community and Sustain Demanded Service Levels

Recommendation: (1) **Adopt Resolution No. 2021-24-3236** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION, FREEZING AND UNFREEZING CERTAIN MANAGEMENT CLASSIFICATIONS, APPROVING UPDATES ON EXISTING JOB SPECIFICATIONS, AND CREATING A NEW PUBLIC SERVICES DEPARTMENT"; (2) **Adopt Resolution No. 2021-23-3235** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-50-3160, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES; (3) **Adopt**

Resolution No. 2021-29-3241 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-83-3243, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES".

DEPARTMENT: Administration

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. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1) Regular meeting held March 24, 2021

Department: Administration / City Clerk

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. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

5. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session Held On Monday, April 5, 2021

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1) Regular meeting held March 10, 2021

Department: Administration / City Clerk

B. Consideration of Approval – Subordination of Home Purchase Loan at 4610 Nora Avenue

Recommendation: (1) Approve the request by Michael and Jeanette Davila for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies and Procedures for the Mayans Housing Purchase Program; and (2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Department: Administration

C. IMD Enterprises, LLC – Loan Extension Request

Recommendation: (1) Approve the request by IMD Enterprises, LLC to extend the term of the Original Loan for the Amended and Restated Unsecured Promissory Note (Amended Note) to be repaid until June 30, 2021; (2) Authorize Authority Counsel to prepare all relevant loan extension documents to extend the term of the loan, with all costs to be reimbursed by IMD Enterprises, LLC; and (3) Authorize the Executive Director to execute same subject to Authority Counsel approval as to form, subject to the requirement that all said documents must be executed by all parties by May 5, 2021.

Department: Administration

2. NEW BUSINESS

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

A. Verbal Report on Los Angeles County's Whittier Place Project

3. PUBLIC HEARINGS

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

4. FUTURE AGENDA ITEMS REQUESTED BY BOARD MEMBERS

5. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on April 14, 2021, be posted at the City Hall, Library, and Post Office on April 8, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1A1

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

MARCH 24, 2021
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Absent: Councilmember Mark A. Breceda

Present: William Tam, City Manager; Adrian Guerra, City Attorney; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

RECESS TO CLOSED SESSION

At 5:31 p.m., the City Council met in Closed Session to discuss the following:

Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: William Tam, City Manager; Adrian Guerra, Legal Counsel
Employee Organizations: IMEA, ICEA, IPOA, and unrepresented Employees

ACTION: Direction provided; no reportable action.

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

Case Name: Golden State Environmental Justice Alliance v. City of Irwindale, et al.
Case Number: 20STPCP04070

ACTION: Update provided; no action taken.

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Discussed; no action taken.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:50 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1A2

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

MARCH 24, 2021
WEDNESDAY
6:50 P.M.

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

ROLL CALL:

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

Absent: Councilmember Mark A. Breceda

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Brandi Jones, Senior Planner; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

CHANGES TO THE AGENDA

MAYOR ORTIZ

Mayor Ortiz requested that Item No. 2B be postponed for discussion to the second meeting in May.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

COUNCILMEMBER AMBRIZ

Councilmember Ambriz reminded that the Irwindale Community Foundation is coordinating an Easter Food Drive this Saturday.

MAYOR ORTIZ

Mayor Ortiz advised that he attended a meeting of the Gold Line Joint Powers Authority Board held on March 11, where an update on the project was provided. He also spoke on the requests he has received for the water aerobics classes to be made available to the public in the near future.

COUNCILMEMBER GARCIA

Councilmember Garcia asked when the gym and the weight room would reopen for use.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola asked when the KidZone program would resume.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – SOUTHERN CA EDISON

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – SOUTHERN CALIFORNIA EDISON

The presentation was made.

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda thanked staff for the Memorial Pavers and the new bus stop at Irwindale Park; stated that the senior residents of Las Casitas appreciated the Council's assistance in attending some matters of concern at the apartment complex, said that the seniors asked if some type of committee could be formed to address similar situations; and read from a statement from Carmen Roman wherein she asked questions regarding the Recreation Department's budget and made a suggestion that the Pool be made its own department. Ms. Zepeda also thanked the Housing Authority Board for addressing her housing concerns.

MARIANA RODRIGUEZ

Mariana Rodriguez requested that the streets near her home be restriped, stated that street sweepers are making illegal u-turns, and reported a street light that is out on her block.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

1) Special meeting held March 10, 2021
2) Regular meeting held March 10, 2021

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
REJECTION OF CLAIM: ALEXANDER RENDON VS. CITY OF IRWINDALE

REJECTION OF CLAIM: ALEXANDER RENDON VS. CITY OF IRWINDALE

The claim of Alexander Rendon was rejected and staff was directed to send a letter of rejection.

ITEM NO. 1D
APPROVE A FEE WAIVER FOR THE AMERICAN RED CROSS WAIVING CITY FACILITIES RENTAL FEES

APPROVE A FEE WAIVER FOR THE AMERICAN RED CROSS WAIVING CITY FACILITIES RENTAL FEES

RESOLUTION NO. 2021-28-3240 ADOPTED

Resolution No. 2021-28-3240, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE AMERICAN RED CROSS 501(C)3 NON-PROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEE," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
ADOPTION OF THE 2021 LEGISLATIVE PLATFORM

ADOPTION OF THE 2021 LEGISLATIVE PLATFORM

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares presented the staff report.

DENA ZEPEDA

Dena Zepeda requested that the Council look into how this matter would affect management.

MOTION

A motion was made by Councilmember Ambriz, seconded by Councilmember Garcia, to approve the 2021 Legislative Platform.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola asked about legislative updates that are provided by the city's consulting firm, to which Assistant City Manager Olivares advised that the frequency of their reporting depends on the legislative matters that are being considered and how they affect Irwindale; though she noted that they generally provide information on active legislation on a weekly basis. She further added that, in addition to the updates that are provided by the city's consultant, updates are also received from the League of California Cities and the California Contract Cities.

Responding to a request by Mayor Pro Tem Burrola, Assistant City Manager Olivares advised that future updates could be provided to the Council.

MAYOR ORTIZ

Mayor Ortiz asked a clarifying question regarding the city's Legislative Platform, to which Assistant City Manager Olivares advised that the Platform will be presented to the Council annually for updates, and that period updates will be provided to the Council as necessary.

ROLL CALL

The above-mentioned motion was unanimously approved; Councilmember Breceda absent.

ITEM NO. 2B
CONSIDERATION OF ORGANIZATIONAL CHANGES TO ENHANCE STRUCTURE TO BETTER MEET THE NEEDS OF THE COMMUNITY AND SUSTAIN DEMANDED SERVICE LEVELS

CONSIDERATION OF ORGANIZATIONAL CHANGES TO ENHANCE STRUCTURE TO BETTER MEET THE NEEDS OF THE COMMUNITY AND SUSTAIN DEMANDED SERVICE LEVELS

This matter was continued to the May 26, 2021, meeting.

ITEM NO. 2C
ADOPT A COMPREHENSIVE UPDATE TO THE CITY'S EMERGENCY OPERATIONS PLAN, ADOPT AND TRAIN STAFF ON USING AN IRWINDALE SPECIFIC AND CALOES CONTINUITY OF OPERATIONS PLAN IN THE EVENT OF A DISASTER

ADOPT A COMPREHENSIVE UPDATE TO THE CITY'S EMERGENCY OPERATIONS PLAN, ADOPT AND TRAIN STAFF ON USING AN IRWINDALE SPECIFIC AND CALIFORNIA OFFICE OF EMERGENCY (CALOES) CONTINUITY OF OPERATIONS PLAN IN THE EVENT OF A DISASTER

CHIEF HENSHAW

Chief Henshaw presented the staff report and made a PowerPoint presentation.

DENA ZEPEDA

Responding to a question by Dena Zepeda, Chief Henshaw advised that the plan includes approaches to all types of hazards, including natural disasters. Depending on the disaster, staff would render aid to the city's most critical functions in order to save lives, property, and infrastructure.

SUZANNE GOMEZ

Suzanne Gomez suggested training residents so that they may be prepared to respond to disasters.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz expressed concerns regarding the availability of emergency supplies, to which Chief Henshaw advised that the plan outlines which buildings are to be used as emergency shelters, and that staff's goal is to set up an office of emergency management with

staff that would help the community build resiliency by educating residents with basic survival skills.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz also asked about staffing levels in the event of a disaster, to which Chief Henshaw advised that the plan indicates a chain of command during emergencies.

Councilmember Ambriz then asked about the availability of supplies, to which Chief Henshaw indicated that the city has a small supply of food available in a metal container, though staff is looking into which facility would best store the food so that it would last longer.

MOTION

A motion was made by Councilmember Ambriz to adopt **Resolution No. 2021-25-3237**, entitled:

RESOLUTION NO. 2021-25-3237

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO ADOPT AN AMENDED EMERGENCY OPERATIONS PLAN AND CONTINUITY OF OPERATIONS PLAN FOR THE CITY OF IRWINDALE," thereby approving the City of Irwindale Emergency Operations Plan and the Continuity of Operations Plan and authorizing the Assistant Director of Emergency Services to submit the plans to the California Emergency Management Agency for review and concurrence; and authorize the City Manager as the Assistant Director of Emergency Services of the City of Irwindale or his/her designee to amend the Emergency Operations Plan and/or the Continuity of Operations Plan to make any changes which may become necessary in the future to keep the Plans current, functional, and in accordance with State and Federal guidelines.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola asked about the availability of heavy equipment for use after a disaster, to which Chief Henshaw advised that the city already owns basic tools and light equipment, but noted that the city also participates in a mutual aid agreement with local agencies in order to have access to other necessary equipment.

Mayor Pro Tem Burrola requested that the City Manager look into identifying other equipment that the city may need in case of an emergency.

SECOND TO MOTION

Mayor Pro Tem Burrola seconded Councilmember Ambriz's motion.

MAYOR ORTIZ

Mayor Ortiz asked whether the city has a mobile command center, to which Chief Henshaw advised that the city owns a trailer that was converted to a rolling office, though it is not considered a mobile command center. The trailer is equipped to receive the police radio frequency, but it does not have access to 911 phone lines. The Police Department's Emergency Operations Center has multiple phone lines and computers, and staff is looking forward to creating the Office of Emergency Management in the future.

Mayor Ortiz asked about participation by resident volunteers, to which Chief Henshaw indicated that the Police Department previously held "Community Emergency Response Team" classes to help educate and train interested persons on how to respond to emergencies.

DENA ZEPEDA

Dena Zepeda suggested that the city provide food and water for residents at various locations throughout the city, and for the city to educate residents about how to shut off their gas and water lines during emergencies.

ROLL CALL

The above-mentioned motion was unanimously approved; Councilmember Breceda absent.

ITEM NO. 2D
2020 GENERAL PLAN ANNUAL HOUSING ELEMENT PROGRESS REPORT

2020 GENERAL PLAN ANNUAL HOUSING ELEMENT PROGRESS REPORT

MANAGER SIMPSON

Manager Simpson presented the staff report as well as a PowerPoint presentation.

DENA ZEPEDA

Dena Zepeda complained about the General Plan and made allegations against staff.

COUNCILMEMBER GARCIA

Councilmember Garcia asked about potentially changing the amounts of homes to be distributed amongst the various income categories, to which Manager Simpson advised that the allotments of homes are established by the Southern CA Association of Governments based on the needs of the region.

CITY ATTORNEY GUERRA

City Attorney Guerra advised that attempting to change the numbers established by the Southern CA Association of Governments is extremely difficult, and that he knows of a number of cities that have attempted to appeal their numbers, but were unsuccessful.

MAYOR PRO TEM BURROLA

Responding to a question by Mayor Pro Tem Burrola, Manager Simpson advised that the allotments identified by the Southern CA Association of Governments are based on income levels, not age groups. She added that certain criteria would need to be met per state law in order for a senior complex to be constructed. She noted, however, that the city is not obligated to build the homes; rather, the city's obligation is to identify land where housing can be built.

MOTION

A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Burrola, to: 1) approve the 2020 General Plan Annual Housing Element Progress Report, and 2) authorize staff to submit the 2020 General Plan Annual Housing Element Progress Report to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD). The

motion was unanimously approved; Councilmember Garcia abstaining and Councilmember Breceda absent.

ITEM NO. 2E
CAPITAL IMPROVEMENT PROGRAM UPDATE

CAPITAL IMPROVEMENT PROGRAM UPDATE (Verbal)

CITY ENGINEER HANNA

City Engineer Hanna made a PowerPoint presentation where he updated the Council on the Mining Division's activities, including work on the Olive Pit and United Rock Products Pit 2, resurfacing projects, traffic signal improvements, Building & Safety services in collaboration with the County of Los Angeles, Capital Improvement projects including the Senior Center, the Irwindale Park Improvement Project, the Recreation Center seismic upgrade, and the Library Extension Project, affordable housing, the proposed new development projects at the Manning Pit, Reliance II Pit, the "Park at Live Oak" project, and 13131 Los Angeles Street, and potential developments at the Irwindale Speedway and the Nu-Way Pit.

DENA ZEPEDA

Dena Zepeda thanked the Council for the improvements made at Irwindale Park, suggested that a new vehicle lane be built on northbound Azusa Canyon Road near San Bernardino Road, made suggestions for improving the vacant building at the corner of Irwindale Avenue and Arrow Highway, and requested that the timing at the traffic signal at Arrow Highway and Irwindale Avenue be adjusted to allow more time for left hand turns.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz thanked Engineer Hanna and his staff for all their hard work.

MAYOR PRO TEM BURROLA

Responding to several questions by Mayor Pro Tem Burrola, Engineer Hanna advised that construction of the building at 14988 Los Angeles Street has completed; and provided construction scheduling for other local projects. Additionally, he advised that the Olive Pit has limited hours of operation, and that they have requested to increase these hours, but that they first must meet the conditions of the agreement, which includes the installation of a traffic signal at Azusa Canyon Road and Los Angeles Street.

COUNCILMEMBER GARCIA

Councilmember Garcia asked about the availability of 20 acres on the east side of the Manning Pit and whether the public would be given the opportunity to make suggestions as to what to place at the site, to which Engineer Hanna indicated that there are no specific plans for the site yet, and that there is still time for the community to make suggestions.

MAYOR ORTIZ

Mayor Ortiz reported on the lack of consistent street sweeping near the pits and expressed concern over speeding vehicles, to which Engineer Hanna advised that the Engineering Department could

install speed readers to remind motorists to drive at or below the posted speed limit, and that staff will contact the mining companies to follow-up on the consistency of street sweeping.

CITY ATTORNEY GUERRA — City Attorney Guerra noted that the project at 5175 Vincent Avenue has the environmental documents currently out for public review. At some point in late spring or early summer, the project will be taken to the Planning Commission for consideration, and will be subsequently forwarded to the Council for further consideration.

PUBLIC HEARINGS — None.

CITY MANAGER'S REPORT

ASSISTANT CITY MANAGER OLIVARES — Assistant City Manager Olivares presented an update regarding the services provided by the Community Services Division. She advised that monthly flyers announcing the city's various programs and activities have been mailed out to all residents recently due to COVID. Information was also posted on social media. However, since restrictions are being lessened, the city will revert to sending mailers only to those who have opted-in to receive them, beginning in May. Information will still be posted on social media. She also advised that the citywide newsletter will be launched soon and will be mailed to all residents.

DENA ZEPEDA — Dena Zepeda complained that the flyers would not be sent to all residents anymore since she would not be able to view the information online because she is not familiar with technology. She then thanked Sergeant Gatto for the Police Department's Facebook posts.

PUBLIC INFORMATION OFFICER ESPINO — Public Information Officer Espino provided an update on COVID-19 and the availability of vaccinations.

MAYOR ORTIZ — Mayor Ortiz asked when staff anticipates being able to open the Council Chambers for the public to attend public meetings, to which City Manager Tam advised that the city continues to monitor the County Health Department's updates and is looking to determine which San Gabriel Valley cities are allowing the public to attend their meetings. He added that there are no current plans to allow public gatherings in the immediate future, though staff will provide an update within 60 days.

FUTURE AGENDA ITEMS REQUESTED BY COUNCILMEMBERS — There were none.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:22 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1B

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
March 2021

Payroll Batch	405-03-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
3/6/21			
	35 Police Department		4,598.34
		Gross Payroll	4,598.34
		Required Deductions	(1,320.60)
		Voluntary Deductions	-
		Net Payroll	3,277.74

Payroll Batch	406-03-21, 407-03-21, 408-03-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
3/11/21			
	11 City Council		1,731.15
	13 City Administrative Office		42,203.59
	14 Finance Department		20,164.93
	15 Summer Youth		-
	35 Police Department		169,371.77
	40 Recreation Department		14,898.52
	42 Senior Citizens' Center		12,151.84
	44 Library		9,723.45
	51 Planning & Community Development		19,222.96
	52 Public Works - Engineering		22,473.18
	57 Public Works - Services		50,409.97
		Gross Payroll	362,351.36
		Required Deductions	(99,587.00)
		Voluntary Deductions	(16,324.28)
		Net Payroll	246,440.08

Payroll Batch	420-03-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
3/25/21			
	11 City Council		6,606.15
	13 City Administrative Office		40,027.89
	14 Finance Department		20,673.64
	15 Summer Youth		-
	35 Police Department		155,114.19
	40 Recreation Department		14,622.70
	42 Senior Citizens' Center		11,477.21
	44 Library		8,940.38
	51 Planning & Community Development		19,265.26
	52 Public Works - Engineering		22,273.30
	57 Public Works - Services		48,666.12
		Gross Payroll	347,666.84
		Required Deductions	(95,006.15)
		Voluntary Deductions	(17,184.78)
		Net Payroll	235,475.91

Electronic Payments

March 2021

March 16 - 31, 2021

Number	Vendor Name	Date	Amount
ACH	CalPERS	3/16/2021	58.98
ACH	CalPERS	3/17/2021	76,726.74
ACH	CalPERS	3/29/2021	70,999.44
ACH	EDD	3/17/2021	18,332.05
ACH	Federal Tax	3/17/2021	48,081.59
ACH	EDD	3/29/2021	17,407.79
ACH	Federal Tax	3/29/2021	45,308.22
ACH	Nationwide-457 Plan & Trust	3/25/2021	14,284.89
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	3/25/2021	2,852.00

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 4/8/2021 12:49 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73619	AT&T06	AT & T	03/18/2021	1,666.56
73620	AZUSALW	Azusa Light & Water	03/18/2021	50.53
73621	WOOD02	Nathaniel Burrola-Woodard	03/18/2021	115.00
73622	CALIFO02	California American Water	03/18/2021	12.15
73623	CSMFO02	CSMFO	03/18/2021	300.00
73624	FCG01	FCG Consultants Inc.	03/18/2021	8,446.40
73625	FRAER01	Laura Fraer Snyder	03/18/2021	318.84
73626	FRONT01	Frontier Communications	03/18/2021	364.65
73627	SOUTHE17	Golden State Water Company	03/18/2021	638.89
73628	MCIWOR	MCI Comm Service	03/18/2021	38.37
73629	PURCHA	Purchase Power	03/18/2021	2,020.99
73630	SCE02	Southern California Edison	03/18/2021	3,059.22
73631	verizonw	Verizon Wireless	03/18/2021	695.68
73632	BEA01	Beador Construction Company, Inc.	03/23/2021	26,697.67
73633	AH01	AH Illusions Inc.	03/25/2021	300.00
73634	AMAZON	Amazon	03/25/2021	1,765.18
73635	AT&T02	AT & T	03/25/2021	33.34
73636	AZUSALW	Azusa Light & Water	03/25/2021	389.07
73637	BRITEW	BriteWorks, Inc.	03/25/2021	300.00
73638	CHICO10	Juanita Chico	03/25/2021	75.00
73639	CLEAN02	Clean Tech Enviro	03/25/2021	300.00
73640	FRONT01	Frontier Communications	03/25/2021	268.27
73641	IRWIND12	Irwindale Lions Club	03/25/2021	300.00
73642	LEGAL03	Legal Shield	03/25/2021	37.90
73643	LIEBERT	Liebert Cassidy Whitmore	03/25/2021	175.00
73644	LOPEZJ01	Jade Lopez	03/25/2021	85.19
73645	NATION23	National Union Fire Insurance	03/25/2021	573.42
73646	NEST01	Nestle Waters North America	03/25/2021	489.32
73647	OPTUM01	OptumRx, Inc.	03/25/2021	40,703.51
73648	SCE02	Southern California Edison	03/25/2021	2,883.91
73649	SANGAB11	Southern California News Group	03/25/2021	4,739.00
73650	STANDA01	Standard Insurance Co. RV	03/25/2021	414.45
73651	STANDA03	Standard Insurance Company	03/25/2021	1,958.03
73652	VISION01	Vision Service Plan - (CA)	03/25/2021	4,252.89
73653	VISION01	Vision Service Plan - (CA)	03/25/2021	1,181.67
73654	CALIFO56	California State Disbursement Unit	03/25/2021	604.15
73655	CITY01	City of Hope	03/25/2021	54.00
73656	ICEA	Irwindale City Employee Assoc.	03/25/2021	638.00
73657	IMEA	Irwindale Mgmt Employee Assoc.	03/25/2021	400.00
73658	IRWIND02	Irwindale Police Officers Assoc.	03/25/2021	3,118.10
73659	GALIND03	Alfa Galindo	04/01/2021	75.00
73660	GASCOM	Gas Company, The	04/01/2021	547.13
73661	LOPEZ21	Ruben Lopez	04/01/2021	75.00
73662	RUIZ06	Michelle Ruiz	04/01/2021	110.00
73663	SCE02	Southern California Edison	04/01/2021	34,026.31
73664	ADVANT	Advantage Ford	04/14/2021	90.10
73665	ALCOTA	Alco Target Co	04/14/2021	182.32

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73666	ALESHIRE	Aleshire & Wynder, LLP	04/14/2021	67,434.98
73667	ALLI01	Allied Reliability Inc.	04/14/2021	1,700.00
73668	SANL01	Jose Arellano	04/14/2021	150.00
73669	AZBUS01	A-Z Bus Sales	04/14/2021	1,171.16
73670	B&BTIR	B & B Tires Service	04/14/2021	187.43
73671	BAKER01	Baker & Taylor Books	04/14/2021	273.36
73672	BARNEY	Barney's Locksmith Service	04/14/2021	661.50
73673	BATE01	Bateman Community Living, LLC	04/14/2021	2,691.00
73674	BILLST	Bill's Truck Repair, Inc.	04/14/2021	318.00
73675	BRITEW	BriteWorks, Inc.	04/14/2021	17,498.26
73676	C&CC01	C & C Concrete Transportation	04/14/2021	1,100.00
73677	CACE	California Association of	04/14/2021	25.00
73678	CALI22	CAPIO	04/14/2021	60.00
73679	CARQUEST	Carquest	04/14/2021	3.54
73680	CASC01	CASC Engineering & Consulting	04/14/2021	5,907.90
73681	CHARTE03	Charter Communications	04/14/2021	4,080.00
73682	CHRISN01	Chris Nelson & Associates, Inc.	04/14/2021	38,115.70
73683	CINTAS	Cintas Corporation #693	04/14/2021	574.89
73684	CITYOF18	City of Santa Fe Springs	04/14/2021	13,272.78
73685	DEPTOF02	County of LA Dept of Animal Care & Cont	04/14/2021	3,751.79
73686	COUNTY04	County of Los Angeles	04/14/2021	3,095.56
73687	LOSANG33	County of Los Angeles	04/14/2021	93,415.40
73688	CROWN04	Crown Castle	04/14/2021	1,840.00
73689	DENOVO01	De Novo Planning Group	04/14/2021	17,151.25
73690	DELONG	Delong Unlimited	04/14/2021	78.28
73691	DEMCOI	Demco, Inc.	04/14/2021	148.77
73692	DOGWAS01	Dog Waste Depot	04/14/2021	255.70
73693	DUDEK01	Dudek	04/14/2021	4,615.00
73694	ECORP01	ECORP Consulting, Inc.	04/14/2021	2,585.00
73695	EMERGE04	Emergency Response	04/14/2021	1,650.00
73696	ENGI01	Engineering Associates, LLC	04/14/2021	5,440.00
73697	FCG01	FCG Consultants Inc.	04/14/2021	251.96
73698	FEDEX	FedEx	04/14/2021	42.36
73699	GAME01	GameTime	04/14/2021	60,539.59
73700	GARVEY	Garvey Equipment Co	04/14/2021	33.53
73701	GEOLOG	Geologic Associates	04/14/2021	1,372.00
73702	1Glendor	Glendora Chevrolet	04/14/2021	83.23
73703	HDSUP01	HD Supply Construction Supply, LTD	04/14/2021	108.53
73704	HDL01	Hdl Software, LLC	04/14/2021	33.26
73705	HINDER	Hinderliter, De Llamas & Assoc	04/14/2021	300.00
73706	HP01	HP Communications, Inc.	04/14/2021	1,160.00
73707	INTELLIC	Intellicept	04/14/2021	602.54
73708	IRWIND23	Irwindale Business Center	04/14/2021	414.38
73709	JOEAGO	Joe A. Gonsalves & Son	04/14/2021	2,375.00
73710	JUSTIRE	Just Tires	04/14/2021	181.81
73711	KJSERV01	KJ Services Enviromental Consulting LLC	04/14/2021	204.00
73712	LANDSC	Landscape Warehouse III	04/14/2021	88.70
73713	LAEDC01	Los Angeles County Economic Developme	04/14/2021	2,500.00
73714	LSA01	LSA Associates, Inc.	04/14/2021	25,121.25
73715	MAINTE01	Maintex	04/14/2021	2,588.34
73716	MARIPO	Mariposa Landscapes, Inc.	04/14/2021	8,796.00
73717	MONROV07	Monrovia Chrysler Dodge Jeep Ram	04/14/2021	954.69
73718	MOUNT01	Mountain View Tire & Service Inc.	04/14/2021	400.39
73719	OFFICE03	Office Depot	04/14/2021	1,425.31
73720	ORKINP	Orkin Pest Control	04/14/2021	468.05
73721	PROPRINT	Pro Printing, Inc.	04/14/2021	245.57
73722	REGIST01	Registrar-Recorder/County Clerk	04/14/2021	4,980.60

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73723	RICOH02	Ricoh USA, Inc	04/14/2021	1,673.13
73724	RIGHT01	Right of Way, Inc.	04/14/2021	2,038.75
73725	SESMIT01	S.E. Smith & Sons	04/14/2021	454.45
73726	SANGAB07	San Gabriel Valley	04/14/2021	2,625.00
73727	SCFUELS	SC Fuels	04/14/2021	4,937.37
73728	SIERRA01	Sierra Chevrolet	04/14/2021	83.06
73729	SkyBluep	Sky Blueprint & Supplies, Inc	04/14/2021	176.40
73730	SOUND01	Sound Crete Contractors, Inc.	04/14/2021	960.00
73731	STERIC01	Stericycle, Inc.	04/14/2021	87.39
73732	STEVEN05	Steven A. Ormenyi & Assoc.	04/14/2021	55,970.00
73733	SULLYM	Sully-Miller	04/14/2021	9,533.24
73734	SUNBEL02	Sunbelt Rentals	04/14/2021	256.72
73735	SWANK01	Swank Motion Pictures, Inc.	04/14/2021	325.00
73736	NORTHR	The Northridge Group, Inc.	04/14/2021	5,374.60
73737	TUTOR01	Tutor.com	04/14/2021	2,000.00
73738	UNITEDPU	United Pumping Service	04/14/2021	3,378.70
73739	UNITED11	United Site Services of CA Inc	04/14/2021	539.99
73740	WIN02	Win Structural Consulting Group	04/14/2021	15,075.00
			Report Total (122 checks):	655,582.35

CC ITEM 1C

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

City of
IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Rejection of Claim: Andrea Carr-Fraijo vs. City of Irwindale.

City Manager's Recommendation:

1) REJECT THE CLAIM OF ANDREA CARR-FRAIJO VS. CITY OF IRWINDALE; AND
2) DIRECT STAFF TO SEND A LETTER OF REJECTION.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk
(626) 430-2202

Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On March 22, 2021, the City received a claim for damages from claimant Andrea Carr-Fraijo. On October 1, 2020, claimant Carr-Fraijo alleges that the Irwindale Police Department was called to provide medical assistance to her son. Upon responding to the call, she alleges that her son was mistreated by the responding officers and subsequently was charged with felony assault of a police officer. She alleges that the City of Irwindale

is liable because the officers were called to provide assistance, which then resulted in the arrest of her son.

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

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received March 22, 2021

CARL WARREN & COMPANY
Claims Management and Solutions

April 6, 2021

To: City of Irwindale
Attn: Laura Nieto, Chief Deputy City Clerk

RE:		
	Claimant:	Fraijo, Andrea
	Date of Loss:	10/01/2020
	Claim Filing Date:	03/22/2021
	Our File Number:	3011115 CBG

We have reviewed the above captioned claim and request that you take the action indicated below:

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

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very Truly Yours,

Claudia Bray
Claims Examiner
CARL WARREN & COMPANY

17862 East 17th Street, Suite 111 | Tustin, CA 92780
Tel: 657-622-4200 | Fax: 855-683-3055 | www.carlwarren.com
CA License No: 2607296

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

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

RECEIVED
MAR 22 2021
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth
Name of Claimant: Andrea Carr Fraijo	Claimant's Occupation: Homemaker
Home Address of Claimant	Home Telephone Number
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:
Andrea Carr Fraijo

When did DAMAGE or INJURY occur?
Date: 10-1-20 Time: 1:30 p.m.
If claim is for Equitable Indemnity, give date claimant served with complaint: _____

Names of any City employees involved in INJURY or DAMAGE
Nicholas Lopez 792, Rudy Gatto 753, Jesus Bravo 740, Diego Cornejo, Jose Vargas 741, Leonard Garza 748, Cesar Nunez 798, Byron Araica 779

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:
Backyard of our home
CA. 91706

Describe in detail how the DAMAGE or INJURY occurred.
police were called because my mentally ill son needed medical help, instead he was treated like a violent criminal, 5 officers were on him and he was afraid and unaware of what was happening. Police Report is a lie.

Why do you claim the City of Irwindale is responsible?
They were called to help, they kept saying they were going to help, and when he was put in ambulence, I was told he will be charged w/ felony assault of police officer.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.
my son is prosecuted now for felony assault of police officer.

Claimant's Name: Andrea Carr Fraijo, (Jonathan Carr Fraijo)

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

To be determined at a later date.

Give estimated amount of future losses due to INJURY or DAMAGE:

unknown as of this date.

Was damage and/or injury investigated by the police? N/A If yes, what City? _____

Were paramedics or ambulance called? yes If yes, name City or ambulance _____

If injured, give name and address of your doctor and the date and time of your first visit:

instead of a hospital, he was taken to jail - west covina.

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital USC medical Center Address 1200 N State St. Los Angeles, CA. 90033 Date Hospitalized 10-1-20

Hospital Exodus Acute Psychiatric Hospital Address 1920 marengo St. Los Angeles, CA. 90033 Date Hospitalized 10-2-20-

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

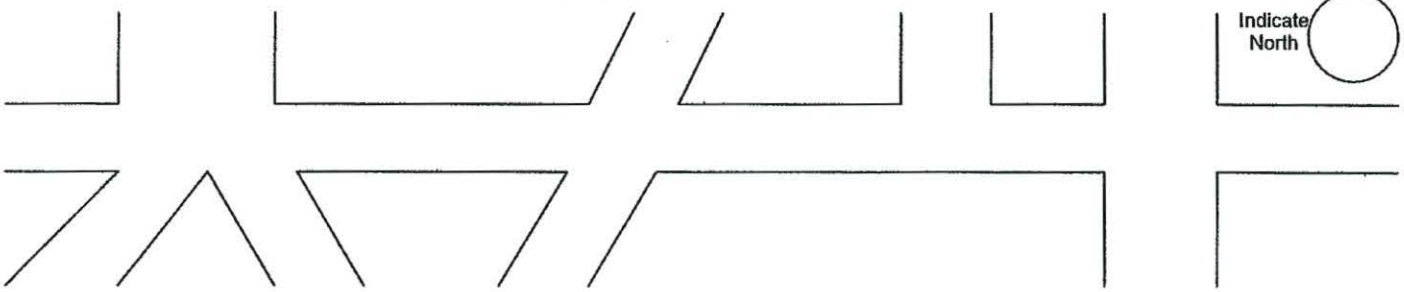
Name Andrea Carr Fraijo Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
Andrea Carr Fraijo	Andrea Carr Fraijo	3-18-21

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

CC ITEM 1D

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

City of
IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Rejection of Claim: Jonathan R. Carr-Fraijo vs. City of Irwindale.

City Manager's Recommendation:

1) REJECT THE CLAIM OF JONATHAN R. CARR-FRAIJO VS. CITY OF IRWINDALE; AND
2) DIRECT STAFF TO SEND A LETTER OF REJECTION.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk
(626) 430-2202

Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On April 1, 2021, the City received a claim for damages from claimant Jonathan R. Carr

Background and Analysis:

On April 1, 2021, the City received a claim for damages from claimant Jonathan R. Carr -Fraijo. On October 1, 2020, claimant Carr-Fraijo alleges that the Irwindale Police Department was called to render medical assistance to claimant. Upon responding to the call, claimant alleges that he was mistreated by the responding officers and subsequently was charged with felony assault of a police officer. He alleges that the City of Irwindale is liable because the officers were called to provide assistance, which then resulted in his arrest.

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

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received April 1, 2021

CARL WARREN & COMPANY
Claims Management and Solutions

April 6, 2021

To: City of Irwindale
Attn: Laura Nieto, Chief Deputy City Clerk

RE:	Claimant:	Fraijo, Jonathan R.
	Date of Loss:	10/01/2020
	Claim Filing Date:	04/01/2021
	Our File Number:	3011115 CBG

We have reviewed the above captioned claim and request that you take the action indicated below:

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

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very Truly Yours,

Claudia Bray
Claims Examiner
CARL WARREN & COMPANY

17862 East 17th Street, Suite 111 | Tustin, CA 92780
Tel: 657-622-4200 | Fax: 855-683-3055 | www.carlwarren.com
CA License No: 2607296

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

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

RECEIVED
10:48 AM
APR 0 1 2021
CITY OF IRWINDALE CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth
Name of Claimant: Jonathan R Carr - Fraijo	Claimant's Occupation: unemployed
Home Address of Claimant: 4848 Sabre Lane, Irwindale, CA. 91706	Home Telephone Number
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:
Jonathan Carr Fraijo

When did DAMAGE or INJURY occur?
Date: 10-1-20 Time: 1:30 p.m.
If claim is for Equitable Indemnity, give date claimant served with complaint: _____

Names of any City employees involved in INJURY or DAMAGE
Nicholas Lopez 792 Rudy Gatto 753
Jesus Bravo 740 Diego Cornejo
Jose Vargas 741 Leonard Garza 748
Cesar Nunez 798 Byron Araica 779

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:
Backyard of my home

Describe in detail how the DAMAGE or INJURY occurred.
Police were called because needed medical help, instead treated like a violent criminal. 5 officers were on me and was afraid for my life. Unaware why this was happening. Reports are all lies. Police lied.

Why do you claim the City of Irwindale is responsible?
They were called to help, the officer said he was going to help repeatedly. After being put in ambulence told my mother I would be charged with felony assault of police officer.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.
Prosecuted for felony assault of police officer

Claimant's Name:
Jonathan Carr Fraijo

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.
To be determined at a later date.

Give estimated amount of future losses due to INJURY or DAMAGE:
unknown as of this date.

Was damage and/or injury investigated by the police? N/A If yes, what City? _____

Were paramedics or ambulance called? yes If yes, name City or ambulance _____

If injured, give name and address of your doctor and the date and time of your first visit:
Instead of hospital, taken to jail - west covina

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital USC medical Cntr Address 1200 N. state st. Los Angeles, CA. Date Hospitalized 10-1-20

Hospital Exodus Acute Pyschiatric Hospital Address 1920 Marengo St Los Angeles, CA 90033 Date Hospitalized 10-2-20

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

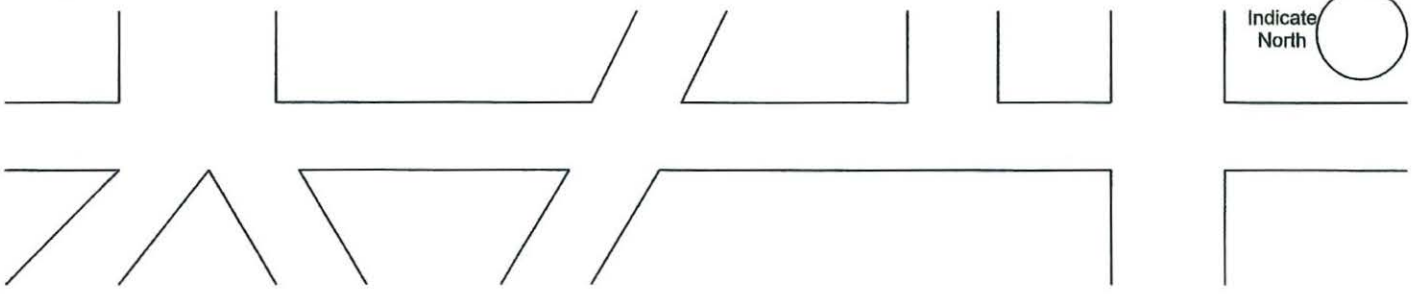
Name Andrea Carr Fraijo Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
Jonathan Carr - Fraijo	Jonathan Carr Fraijo	3-29-21

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

CC ITEM 1E

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

City of
IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Los Angeles County Department of Animal Care and Control (DACC) Animal Licensing Amnesty Program

City Manager's Recommendation:

That the City Council:

1) Approve the City of Irwindale's participation in the Los Angeles County Department of Animal Care and Control's (DACC) Animal Licensing Amnesty Program.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Works Services Manager

Reviewed by:

Adrian Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

Background and Analysis:

1) On June 12, 2019, the City Council authorized the City Manager to enter into a five-year contract with Los Angeles County for Animal Care and Control Services. The contract agreement commenced on July 1, 2019 and is set to expire on June 30, 2024.

2) Los Angeles County Department of Animal Care and Control (DACC) provides shelter services for animals such as dogs and cats, processes animal licensing, and picks up dead animals.

3) While the COVID-19 pandemic has disrupted the lives of many people, it has also affected pet owners. DACC has realized that many pet owners have put off paying for their required annual pet licenses and with that comes penalty fees. As such, DACC has created and invited its contract cities to participant in an Animal Licensing Amnesty Program that will allow pet owners to pay for their new or existing license fees without incurring penalty fees. As a participate, beginning April 15, 2021, Irwindale residents can renew or buy a new license for their dog or cat through June 30, 2021 and their late fee will be waived. Additionally, while microchipping is not mandated in the City of Irwindale, DACC has agreed to provide a free microchip (usually a cost of $7.50) for all pets licensed during this program period.

4) Staff recommends that the City of Irwindale partner with DACC under this new Animal Licensing Amnesty Program as a result of the COVID-19 pandemic. This program will assist residents who may have forgotten or couldn't pay their animal licensing fees during the height of the pandemic. The cost for Irwindale's Licensing Rates, including the waived fees, are as follows:

Unaltered Dog	Altered Dog	*Senior (60 years +) Owned Altered Dog	**Military Veterans with Disabilities Altered Dog	Unaltered Cat	Altered Cat	Field Enforcement Fee	Penalty Fee
$60	$20	$7.50	$7.50	$10	$5	~~$40~~ WAIVED	~~Same as license fee~~ WAIVED

Fiscal Impact:
Although penalty fees are paid directly to the County, they are forwarded to the City in the form of credits to the monthly Animal Care and Control invoices. Waiving penalty fees for the 2 ½ month period will have a nominal fiscal impact of approximately $150.00 loss in credits to these invoices which are paid from the General Fund.

Attachment(s):
1. Press Release announcing the Animal Licensing Amnesty Program for the City of Irwindale

PRESS RELEASE

Contact: Elizabeth Rodriguez
Public Works Services Manager
(626) 430-2211
erodriguez@irwindaleca.gov

For Immediate Release
April 15, 2021

Animal Licensing Amnesty Program

IRWINDALE, Calif. - Because of the widespread economic downturn brought on by the COVID-19 pandemic, many pet owners may have put off paying for their required annual pet licenses, and as a result, incurred late fees. Beginning April 15, 2021, the City of Irwindale, in conjunction with the Los Angeles County Department of Animal Care and Control (DACC), is waiving late fees for residents renewing or buying a new license for their dog or cat through June 30, 2021.

In addition to the late fee amnesty, DACC is happy to offer a free microchip (usually a cost of $7.50) for all pets licensed during the program period if you want this service. Microchipping is not mandated in the City of Irwindale but greatly increases the likelihood that your pet will be returned to you if lost. The free microchip offer is redeemable by appointment at any of the County's seven animal care centers. Residents must make an appointment online and provide proof of payment such as their paper receipt or screenshot of online receipt to redeem their microchip.

If you are not certain if your pet's license is current or not, you may access your pet's record on the DACC website at https://animalcare.lacounty.gov/ or call (562) 345-0400 to inquire.

The City of Irwindale and DACC care about you and your pet's wellbeing and want to thank you for keeping your pet's license and rabies vaccination current.

Irwindale's Licensing Rates

Unaltered Dog	Altered Dog	*Senior (60 years +) Owned Altered Dog	**Military Veterans with Disabilities Altered Dog	Unaltered Cat	Altered Cat	Field Enforcement Fee	Penalty Fee
$60	$20	$7.50	$7.50	$10	$5	~~$40~~ WAIVED	~~Same as license fee~~ WAIVED

* Available senior rates if animal is spayed or neutered. Senior owner must be sixty (60) years of age or over.
** With submittal of required documentation.

For more information, please call Department of Animal Care and Control License Division at (562) 345-0400.

CC ITEM 1F

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

City of IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Appropriation of Supplemental Law Enforcement Services Funds for the Citizen Option for Public Safety Program (COPS) AB3229

City Manager's Recommendation:

Adopt **Resolution No. 2021-21-3243** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF $170,969.64 FOR FISCAL YEAR 2020-21 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)," reading by title only and waiving further reading thereof, thereby appropriating supplemental law enforcement services funds.

Administrative Action:

Submitted by:

Ty Henshaw, Police Chief
(626) 430-2200

Electronically Approved

Prepared by:

John Fraijo, Police Lieutenant

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

The State of California Citizen Option for Public Safety (COPS) Program was enacted pursuant to AB 3229. The COPS Program provide a supplemental funding source for local governments for the purpose of ensuring public safety. There is no guarantee that this will be a continued funding source for the long term. For FY 2020-21, the City of Irwindale Police Department received $160,560.04 which is required to be used for "front-line municipal police services." These funds must supplement existing services, and cannot be used to supplant any existing funding for law enforcement services. COPS funding for the prior fiscal year FY 2019-20 has earned interest in the amount of $10,409.60 from the City's pooled investment accounts, which also has to be allocated for "front-line municipal police services."

California Government Code Sections 30061 through 30065 establishes guidelines for the receipt and expenditure of COPS funding. This Code requires the City Council to certify approval of the COPS expenditure plan separate from the normal City budget process.

The following is the proposed COPS expenditure plan for FY2020-21, with some of these items presented as part of the police department's Capital Improvement Plan:

- The purchase of police service vehicles and outfitting the vehicles with emergency lighting equipment, radios, computers, and public safety supplies.

The COPS funding received from the state, plus the interest allocated at year-end total $170,969.64. Appropriation of these funds will allow the police department to expend these monies in FY 2020-21 and carry over any unexpended funds to FY 2021-22.

Fiscal Impact:

Appropriating the COPS funding received in FY 2020-2021 will allow the Police Department to use these funds for supplemental technological and other equipment for its patrol operations. These expenditures would otherwise need to be funded by the General Fund, thereby resulting in a savings of General Fund monies.

Attachment: Resolution No. 2021-21-3243

RESOLUTION NO. 2021-21-3243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF $170,969.64 FOR FISCAL YEAR 2020-21 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM (COPS)

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by using funds from the Citizens Option for Public Safety (COPS) Program to supplement the Police Department budget; and

WHEREAS, the City of Irwindale has received $160,560.04 from the State of California COPS Program, which is funded for the 2020-21 fiscal year, and COPS funding has earned interest amounting to $10,409.60; and

WHEREAS, the COPS funds must be utilized by the Police Department for "front-line municipal law enforcement services" and cannot be used to supplant funding for other law enforcement services or programs; and

WHEREAS, the Police Department proposes to utilize these funds for the purchase of police service vehicles and outfitting those vehicles with emergency lighting equipment, radios, computers and public safety supplies; and

WHEREAS, in total, COPS funding received from the state in conjunction with property tax allocations throughout the year, as well as the interest allocated at year-end, amounts to $170,969.64. Any remaining funds after any capital expenditures for the proposed police service equipment and supplies will be invested in accordance with COPS requirements.

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

SECTION 1. The State of California COPS Program funds and earned interest from such funds shall be recorded as revenue and be appropriated to expenditure account(s):

- 36-35-371-44300-0000 (Vehicles and Equipment) in the amount of $170,969.64

SECTION 2. COPS proceeds will be utilized for police service vehicles and outfitting the vehicles with emergency lighting equipment, radios, computers and public safety supplies.

SECTION 3. Any remaining COPS funds after any capital expenditures for the proposed police service equipment and supplies described in Section 2 herein will be invested in accordance with COPS requirements.

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

PASSED, APPROVED AND ADOPTED this 14th day of April 2021.

_____
H. Manuel Ortiz, 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. 2021-21-3243 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of April 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1G

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

City of
IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Lease of City's Water Production Rights for FY 2020/2021

City Manager's Recommendation:

1) Approve the San Gabriel Valley Water Company's proposal and lease the City's 285.38 acre-feet of water production rights for FY 2020/2021; and
2) Authorize the City Manager to sign a one-year lease for the temporary assignment of the City's water production rights.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Works Services Manager

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

Background and Analysis:

1) The City of Irwindale ("City") does not need its 285.38 acre feet of water production rights for FY 2020/2021.

2) On February 25, 2021, staff issued a Notice to Bid to the following seven water companies:

1. Canyon Water Company	5. San Gabriel Valley Water Company
2. California Domestic Water Company	6. Valley County Water District
3. City of Azusa Light & Water	7. Valley View Mutual Water Co.
4. City of Arcadia	

3) On April 1, 2021, staff received one bid proposal from the San Gabriel Valley Water Company offering to pay 90% of $880 per acre-feet, which is the cost that the Main San Gabriel Basin Watermaster ("Watermaster") charges for cyclic storage purchases to offset replacement water obligations for FY 2020/2021.

4) Based on the proposal received from the San Gabriel Valley Water Company, staff recommends that the City lease its 285.38 acre feet of water production rights for FY 2020/2021 to San Gabriel Valley Water Company for a total lease amount of $226,020.96. It is anticipated that the payment from San Gabriel Valley Water Company will be received in July 2021.

5) The City reserves the right to extend the lease of water rights to the San Gabriel Valley Water Company for two (2), twelve (12) month periods with approval from the City Council. Therefore, in April 2022 and 2023, City Council will have the opportunity to determine whether or not to extend the lease of water rights to the San Gabriel Valley Water Company. The rate would continue to be at 90% of the Upper San Gabriel Valley Municipal Water District's replenishment rates for FY 2021/2022 and FY 2022/2023.

6) The Lease of Water Rights form is attached and will be subject to approval to form by the City Attorney.

7) Adoption of this lease approves and sets forth the terms of the water productions rights lease, and is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(1) of the CEQA Guidelines, which provides that a project is exempt by CEQA if the project is exempt by Statute (see e.g. Article 18, commencing with Section 15260). Per Section 15282 (u) of the CEQA Guidelines, the lease of the water rights is exempt as set forth in Section 1729 of the Water Code. Therefore, adoption of this lease is not subject to CEQA.

.

Fiscal Impact:
The one-year lease of the City's water production rights will result in $226,020.96 in revenues to the City's General Fund.

Attachment(s):
1. FY20/21 Lease of Water Rights Form

TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, City of Irwindale ("Assignor") does hereby assign and transfer to San Gabriel Valley Water Company, ("Assignee") commencing on July 1, 2020 and terminating June 30, 2021, on the following water right(s):

(Check the following appropriate category)

☒ Production Right	285.38 AF	☐ Integrated Production	
☐ Prescriptive Pumping Right	_____ AF	☐ Carryover Right	_____ AF
☐ Base Annual Diversion Right	_____ AF		

Adjudicated to Assignor or his predecessor in the Judgement in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al," Los Angeles Superior Court No. 924128.
Said assignment is made upon condition that:

(1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be that produced hereunder;
(2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
(3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

The total lease amount of $226,020.96 will be paid by San Gabriel Valley Water Company to the City of Irwindale within 30 days from the Main San Gabriel Basin Watermaster's approval of the lease agreement. The City reserves the right to extend the lease of water rights to the Lessee for two (2), twelve (12) month periods with approval from City Council at the rate of 90% of the Upper San Gabriel Valley Municipal Water District's replenishment rates for FY21/22 and FY22/23.

Dated: _____

ASSIGNEE

San Gabriel Valley Water Company

Dan Arrighi, Water Resources Manager

Signature

Name of Designee (of Assignee) to receive service of Processes and Notices:

Dan Arrighi, Water Resources Manager
P.O. Box 6010/11142 Garvey Avenue
El Monte, CA 91734-2020
Tel. No.: 626/448-6183

Dated: _____

ASSIGNOR

City of Irwindale

William K. Tam, City Manager

Signature

Name of Designee (of Assignor) to receive service of Processes and Notices:

William K. Tam, City Manager
5050 N. Irwindale Avenue
Irwindale, CA 91706
Tel. No.: 626/430-2217

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Assignor and a map of the service area where the water is intended to be used by the Assignee.

(Have the appropriate individual(s) or corporate attached acknowledges completed as part of the temporary transfer.)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION

(To be accompanied by completed "Stipulation Re Intervention After Judgement" if Assignee is not a party to the Judgement)

SAN GABRIEL VALLEY WATER COMPANY

March 10, 2021

Ms. Elizabeth L. Rodriguez
Public Works Services Manager
City of Irwindale
Department of Public Works
5050 North Irwindale Avenue
Irwindale, CA 91706

Subject: Lease of Production Right Fiscal Year 2020-2021

Dear Ms. Rodriguez:

San Gabriel Valley Water Company ("San Gabriel") is interested in leasing the City of Irwindale's ("City") 285.38 acre-feet ("AF") of fiscal year ("FY") 2020-2021 Production Right in the Main San Gabriel Basin.

The consideration to be paid per AF by San Gabriel would be 90% of the cost that the Main San Gabriel Basin Watermaster ("Watermaster") charges for cyclic storage purchases to offset replacement water obligations for FY 2020-2021.

Watermaster has set the cyclic storage rate at $880 per AF for FY 2020-2021. Therefore, the cost of the leased water would be $792/AF computed as follows: $880/AF x 90% = $792/AF. San Gabriel would pay the City $226,020.96 within thirty (30) days of Watermaster acknowledgement of the lease.

If you have any question or need additional information, please contact me by email at darrighi@sgvwater.com or by phone at 626-448-6183.

Very truly yours,

Dan Arrighi
Water Resources Manger

DA:ss
Enclosures

11142 GARVEY AVENUE • P.O. BOX 6010 • EL MONTE, CALIFORNIA 91734-2010 • (626) 448-6183 • Fax (626) 448-5580

CITY OF IRWINDALE
BID FOR LEASE OF WATER RIGHTS 2020-2021

DEADLINE – Thursday, April 1, 2021 - 11:00 a.m.

I, (We) San Gabriel Valley Water Company

(Please type or print full name of bidder as given on Main San Gabriel Basin Watermaster Records)

Hereby submit the following Bid for Lease of Water Rights 2020-2021, for the water production rights owned by the City of Irwindale in the Main San Gabriel Basin.

Quantity	Price
285.38 AF	$ 792/AF (per acre foot)

Total Amount of Lease = $ 226,020.96

With an award of lease by the City of Irwindale, the undersigned agrees to make payment of the Total Amount of Lease of this bid within (30) days of the Main San Gabriel Basin Watermaster's approval of the lease agreement.

Signed: _____

Print or Type Name: Dan Arrighi

Title: Water Resources Manager

Address: POB 6010, El Monte, CA 91734-2020

Date: March 10, 2021 Phone: 626-448-6183

Full Name of Designee or Assignee to appear in the Lease Agreement:

Michael L. Whitehead

XX Corporation – Incorporated in the State of California

____ Individual

____ Partnership of the following parties: _____

*(The City of Irwindale reserves the right to award the lease to a successful bidder(s) and reject any or all other bids without cause.)

CC ITEM 1H

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

City of
IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Foothill Boulevard Bus Shelter Column Repairs and Replacement

City Manager's Recommendation:

1) Adopt Resolution No. 2021-22-3244, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MTA - PROPOSITION A FUNDS FOR THE FOOTHILL BOULEVARD BUS SHELTER COLUMN REPAIRS AND REPLACEMENT PROJECT"

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Works Services Manager

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

Background and Analysis:

1) On August 12, 2020, Public Works Services released a Request for Proposals for the Peppertree Bus Shelter Removal and Foothill Boulevard Column Replacement Project ("Project"). The Project entailed the dismantling and salvaging of one (1) bus shelter in order to repair another bus shelter to match existing conditions. The

bus shelters are located on northbound Irwindale Avenue between Martinez Street and Peppertree Lane (east side of the street) and southbound Irwindale Avenue between Foothill Boulevard and Camino de la Cantera (west side of the street). The City requested two (2) cost options based on how the proposer would remove the columns.

2) On September 1, 2020, the City received one proposal from Gentry General Engineering, Inc. for the following amounts:

    a. $28,420.00 for Option 1 to demolish and/or remove concrete footing and structural column.
    b. $29,820.00 for Option 2 to saw cut concrete footing and structural column at least six inches below sidewalk.

    The City of Irwindale and Gentry General Engineering, Inc. entered into a contract agreement on September 21, 2020 under the City Manager's signature authority of $30,000 or less for the services per Option 2. City staff and Gentry General Engineering, Inc., determined Option 2 was the most viable option once construction began and the columns footings were more closely inspected.

3) The Project commenced on November 16, 2020 and was completed on November 23, 2020.

4) The City's Finance Department contacted the Metropolitan Transportation Authority ("MTA") to determine whether the City may use MTA – Proposition A Local Return funding to pay for these bus shelter repairs. The City's Finance Department was able to obtain approval from MTA.

Fiscal Impact:

Staff is requesting City Council appropriate funding in the amount of $29,820 from the MTA – Proposition A Local Return Reserves to pay Gentry General Engineering for this Project.

Attachment(s):

1. Contract Agreement between City of Irwindale and Gentry General Engineering, which includes Gentry General Engineering's Proposal and the City of Irwindale Request for Proposal.
2. Resolution No. 2021-22-3244

RESOLUTION NO. 2021-22-3244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING MTA - PROPOSITION A FUNDS FOR THE FOOTHILL BOULEVARD BUS SHELTER COLUMN REPAIRS AND REPLACEMENT PROJECT

WHEREAS, there are 45 bus shelters located throughout the City of Irwindale; and

WHEREAS, these bus shelters provide residents and patrons with seating and cover from the weather while waiting for public transportation; and

WHEREAS, it is the responsibility of the Public Works Services Department to maintain these bus shelters; and

WHEREAS, the bus shelter located on the west side of southbound Irwindale Avenue between Foothill Boulevard and Camino de la Cantera, referred to as the Foothill Boulevard Bus Stop, sustained significant damage to the column and needed repair ("Project"); and

WHEREAS, it is unknown who was responsible for the damage; and

WHEREAS, on August 12, 2020, the City issued a Request for Proposal for services required to complete the Project; and

WHEREAS, on September 1, 2020, the City received a proposal from Gentry General Engineering, Inc. in the amount of $29,820; and

WHEREAS, on September 21, 2020 the City of Irwindale and Gentry General Engineering Inc., entered into a contract agreement for the services needed to complete the Project; and

WHEREAS, the City of Irwindale received Metropolitan Transportation Authority ("MTA") – Proposition A Local Return funding to maintain and improve the bus shelters located city-wide; and

WHEREAS, to the City Council of the City of Irwindale desires to appropriate $29,820 from the MTA – Proposition A Local Return Fund Reserves for the above listed Pro.

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

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

SECTION 2. The City Council of the City of Irwindale hereby approves an appropriation of $29,820 from the MTA – Proposition A Local Return Fund Reserves for the costs associated with the City's Contract with Gentry General Engineering Inc., for the repairs to the Foothill Boulevard bus shelter.

SECTION 3.If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 4. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of April, 2021.

_____
H. Manuel Ortiz, 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. 2021-22-3244 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of April 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "City"), and Gentry General Engineering Inc., 9277 Archibald Avenue, Rancho Cucamonga, CA, 91730 **(hereinafter "Contractor").**

WITNESSETH:

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

ARTICLE I

That the Contract consists of this Agreement and the Request for Proposal titled **Peppertree Bus Shelter Removal and Foothill Blvd. Column Replacement**, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

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

Peppertree Bus Shelter Removal and Foothill Blvd. Column Replacement

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

ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the City and for well and

faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said City under them; the City will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

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

ARTICLE V

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

IN WITNESS WHEREOF, City and Contractor have caused this Contract to be executed this 21 of September, 2020, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: _____ 9/23/2020
William K. Tam, City Manager

Gentry General Engineering, Inc.
9277 Archibald Avenue
Rancho Cucamonga, CA, 91730

By: _____

Brenton Gentry, CEO

REQUEST FOR PROPOSALS

PROJECT

PEPPERTREE BUS SHELTER REMOVAL AND FOOTHILL BLVD. COLUMN REPLACEMENT

NOTICE TO BIDDERS

POC: Gilbert Ramos, (626) 848-4972
DATE: August 12, 2020

The Public Works Services Department is requesting proposals for the repair of one (1) bus shelter to match existing condition per plans provided by the City and to dismantle and salvage one (1) bus shelter. All work will be completed as required by the Public Works Services Manager in accordance with the Plans, the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, Caltrans Standards Plans and Specifications, and California Manual on Uniform Traffic Control Devices (CA-MUTCD) latest edition for each of the above mentioned.

Locations of Bus Shelters to be improved:

1. Bus Shelter 1 - Northbound Irwindale Ave. between Martinez St. and Peppertree Lane (East Side).
2. Bus Shelter 2 - Southbound Irwindale Ave. between Foothill Blvd. and Camino de la Cantera (West Side).

PROPOSAL DUE DATE: **Tuesday, September 1, 2020, no later than 5:00 P.M. Proposals are acceptable via email. Proposals received after the 5:00 p.m. deadline will be rejected without exception. Please submit questions between August 12, 2020 and August 20, 2020.**

If you have questions regarding this RFP, please submit them to Gilbert Ramos at City of Irwindale, City Hall at 5050 N. Irwindale Ave, Irwindale, CA 91706, or by e-mail at gramos@irwindaleca.gov. All questions must be submitted in writing.

PRE-PROPOSAL

Examination of the Request for Proposal – Contractor should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Contractor should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

Contractors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of the quote, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. The City takes no responsibility for the completeness or the accuracy of any information presented in this RFQ or otherwise distributed or made available during this process. Any cost associated with increasing the insurance premiums required to meet the standards listed in this RFP must be at the sole cost of the contractor and not the City.

SCOPE OF WORK

1. Dismantle Bus Shelter 1 and salvage all components in working condition (including but not limited to two (2) precast concrete columns, the roof in its entirety, two (2) steel columns, a bench, and a concrete trash can). City Inspector/Engineering Technician shall observe the contractor while he/she dismantles the concrete columns to determine if contractor can physically and economically salvage components without damage. Contactor shall be responsible for damage to shelter components based on negligence and avoidable fault determined by City Inspector/Engineering Technician.

2. Demolish, dispose and re-pour approximately 20 linear feet (160 sq. ft.) of sidewalk within the Bus Shelter 1 area that does not match adjacent sidewalk score lines. The top six inches of subgrade at the sidewalk location shall be compacted to a relative compaction of 90 percent. Sidewalk shall conform to plan 112-2 of the 2012 Standard Plans for Public Works Construction.

3. Contractor shall submit pricing for both methods for the removal of the concrete footing at Bus Shelter 1. Contractor shall compact the top six inches of soil with clean fill to a relative compaction of 90 percent at the removed columns at Bus Shelter 1.

    a. Option 1: Demolish and/or remove concrete footing and structural column.

    b. Option 2: Saw cut concrete footing and structural column at least six inches below sidewalk.

The City and Contractor will determine which option will be the most viable after the contract is awarded and the contractor is able to provide a more detailed inspection of the work in question. Therefore, it is important to provide the cost for both options separate from the lump sum cost in the proposal. The final cost of the contract will be based on the lump sum plus either Option 1 or Option 2.

4. Transport salvaged materials from Bus Shelter 1 to City of Irwindale's City Yard per directions of Engineering Technician.

5. Install two (2) salvaged precast concrete columns at Bus Shelter 2. Repair two (2) sections of cobblestone veneer decorative at base of both columns to match existing condition per plans provided by the City.

6. Contractor shall contact and coordinate with Foothill Transit to temporarily relocate and or/reroute the bus stop at Bus Shelter 2 during construction. Contractor shall inform and comply with Foothill Transit's requirements to perform the work requested by the City of Irwindale.

7. Prepare, perform, and submit Traffic Control Plans to the City for approval in conformance with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD) approved by a licensed traffic or civil engineer in the state of California for the Bus Shelter 2 location only. Traffic Control for Bus Shelter 1 shall conform to the 2019 Watchbook.

8. All construction practices and materials used on the bus shelter and bus shelter area shall conform to the latest editions of the relevant specifications, notes, references, and call outs from the plans titled *Community Bus Shelters City of Irwindale, California; Sheets L-1, L-2, L-3,L-4,L-5,S-1.*

9. Contact Dig Alert at 811 one week prior to the start of work to locate utility lines and remove USA markings after completed work.

10. Contractor shall have up to 10 working days to complete work.

GENERAL REQUIREMENTS .

The contractor specifically agrees to comply with the provisions of Labor Code Section 1770 et seq. related to payment of prevailing wages by the contractor, the keeping of payroll records, and all provisions therein, and agrees to be responsible for compliance with all such sections by any subcontractor under him as required by State of California Prevailing Wage requirements.

Work will be in accordance with the general notes and the construction notes as indicated in the attached plan at a lump sum price. All work and items needed to complete this contract shall be governed by and be in conformity with the Plan, the latest Editions of the Standard Specifications for Public Works Construction and the Caltrans Standard Plans. Traffic Control shall be in conformance with the latest edition of Caltrans Standards Plans and California Manual on Uniform Traffic Control Devices (MUTCD).

Hours of work shall be as follows:

1. Normal working hours the City may allow are Monday through Friday from 9:00 am to 3:30 pm.

Contractor shall, on its own, be familiar and understand the actual site conditions of the project as no additional compensation will be made to items of work due to field conditions that were not contemplated by the contractor in accordance with what's indicated herein and on the plans.

DISCLOSURE OF DATA

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced.

This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals which a bidder may consider to be proprietary in nature. Therefore, the City makes no representation that it can or will maintain confidentiality of such information.

CONTRACT AGREEMENT

A Purchase Order Will Be Issued to the successful bidder.

City of Irwindale will not sign any contract agreements issued by contractor. The award of RFP will be based on the rules and regulations outlined on the encroachment permit and terms outlined in this RFP (also see exhibits).

An encroachment permit will be issued at no cost to the contractor; however, the contractor must apply and pay for a City of Irwindale Business License.

Method of Measurement. The final product as shown on the attached plan will be a lump sum product quantity. This lump sum quantity will be considered final and no adjustments will be made except when changes resulting in increases or decreases in work are made by the Project Manager.

Basis of Payment. The accepted final product will be paid for at lump sum price. No adjustment will be made to the quantity for payment, except as described under Method of Measurement above.

Invoices. While this is a lump sum project, Contractor shall submit to the City an original invoice for all work performed and expenses incurred for construction of the project. By submitting an invoice for payment under this Request for Proposal, Contractor is certifying compliance with all provisions of the Request for Proposal.

City shall review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Request for Proposal. City will use its best efforts to cause Contractor to be paid within forty five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

PROPOSAL SELECTION/REJECTION OF PROPOSALS

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. There is no obligation on the part of the City to award the contract to the lowest bidder and the City reserves the right to award the contract to the most qualified bidder submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City reserves the right to reject any RFQ which:

- Is conditioned, incomplete, obscure, or irregular;
- Omits a proposal on any item or items on which bids are required;
- Is accompanied by insufficient or irregular proposal guaranty;
- Is submitted by proposers who have previously failed to perform properly or to complete contracts as specified; or
- Any addenda issued are not signed and/or included in the RFQ.

The City reserves the right to reject any or all RFQs and to determine which RFQ, if any, should be accepted in its best interest.

PERIOD OF ACCEPTANCE

All quotes must remain valid for a minimum period of ninety (90) days after the quote Due Date. No quote may be modified or withdrawn by the Contractor during this period of time unless prior written permission is granted by the City.

The City reserves the right to request additional information from the Contractor at any time during the selection process. The City also reserves the right to extend by thirty (30) days the quote of any Contractor, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of a Contractor or request for time extension has not been made by the City after ninety (90) days, Contractor may, at their discretion, withdraw their proposal or provide the City with written extensions of time.

INSURANCE REQUIREMENTS

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

a. Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

b. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

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

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

1.2 Insurance Deductibles and Self-insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

1.3 Other Insurance Provisions. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess to the Consultant's insurance and shall not contribute with it. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code d 27882(b). General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

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

c. Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.

d. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

g. Additionally Insured. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insured under such policies. The provision shall also apply to any excess liability policies.

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

i. City's Right to Revise Requirements. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such changes results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's Compensation.

1.4 Insurance Rating. All insurances polices shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance in the State of California, with an assigned policyholder's Rate of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

1.5 Original Certificates and Amendatory Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

1.6 Subconsultants Insurance Coverage. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subconsultants shall be subject to all of the requirements stated herein.

1.7 Additional Insurance. Consultant shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, protect, defend and hold free and harmless the City, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Consultant, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants/contractors (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

GENTRY GENERAL ENGINEERING

Gentry General Engineering, Inc.

CSLB #974279 – Class A DIR #1000024189

9277 Archibald Avenue, Rancho Cucamonga, CA 91730

(909) 330-1128

City of Irwindale

PEPPERTREE BUS SHELTER REMOVAL

AND

FOOTHILL BLVD. COLUMN REPLACEMENT

Gentry General Engineering, Inc. hereby proposes to perform the activities stipulated in section *Scope of Work* of the *Request for Proposals* for the above-referenced project at a total cost of:

$28,420.00 (Option 1)

$29,820.00 (Option 2)

CC ITEM 2A

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

City of IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Consideration of Organizational Changes to Enhance Structure to Better Meet the Needs of the Community and Sustain Demanded Service Levels

City Manager's Recommendation:

It is recommended that the City Council:

1) **ADOPT RESOLUTION NO. 2021-24-3236 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION, FREEZING AND UNFREEZING CERTAIN MANAGEMENT CLASSIFICATIONS, APPROVING UPDATES ON EXISTING JOB SPECIFICATIONS, AND CREATING A NEW PUBLIC SERVICES DEPARTMENT"**

2) **ADOPT RESOLUTION NO. 2021-23-3235 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-50-3160, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES"**

3) **ADOPT RESOLUTION NO. 2021-29-3241 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-83-3243, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES"**

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Electronically Approved

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director/ City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

As directed by City Council at its meeting of April 5, 2021, staff was asked to bring this item back for City Council consideration.

Over the past 12-18 months, the City Manager has received numerous communications, and direction from City Council for the following issues: 1) publishing a resident newsletter; 2) establishing a legislative platform; 3) restructuring the Irwindale Housing Authority Management Team; and 4) establishing a Public Information Office under the Administration Department.

In an effort to address the above-mentioned issues, staff performed an in-depth evaluation of the structure of the organization with the goal of enhancing the structure in order to better meet the needs of the community and sustain demanded service levels. The following changes were identified in the Administration Department:

1) In response to requests for increased legislative updates and representation, the development of a Legislative Platform, a task within the Administration Department, is necessary to preserve and protect the City's Charter powers, promote fiscal stability, and support opportunities that allow the City to compete for its fair share of funding.

2) The expansion of the Public Information Office, a division within the Administration Department, will enable staff to provide timely updates to the community. The Public Information Office will oversee and coordinate citywide communications and civic engagement activities and serve as a resource for City Council, City departments and community members. The Public Information Office will be responsible for the City website, social media, media relations, press releases and community relations. Additionally, this office is responsible for the publication of a resident City newsletter that will be distributed to all resident households.

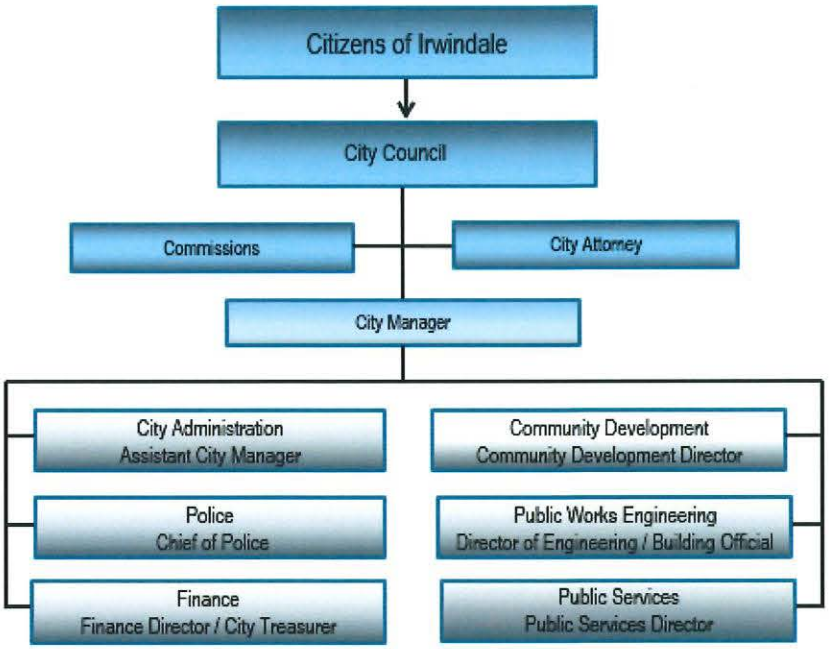
3) The additional tasks and responsibilities within the Administration Department will require the realignment and reassignment of some duties and functions, including a transfer of the City's Housing Program to the Community Development Department. Responsibilities will include planning, day-to-day operations of the program, as well and the administration of the rules and regulations. This

realignment and reassignment of duties is encompassed within the revised job specifications to be considered by Council.

4) The Community Services division and Public Works Services division will align and form one department, the Public Services Department, to oversee the planning and programming, operation, and maintenance of the parks, facilities, recreation, and senior services. The Public Services Department will be committed to providing effective and efficient public services, including maintenance of City parks, facilities, and streets, as well as provide various services to the community through the Recreation and Senior Center Divisions.

The reorganizing and restructuring of functions within the organization will allow for the reduction of departments, down from ten to six, as reflected in the proposed organizational chart.

Proposed Organizational Chart



The proposed personnel changes related to the restructuring and reorganization are outlined below.

Public Services Department

1) Create an at-will Public Services Director classification to manage the day-to-day operations.
2) Freeze the classified Public Works Services Manager classification.

The proposed Public Services Director will be designated as an at-will department head position and will assume full management responsibility for the newly created Public Services Department. The Public Services Director will report to the City Manager.

The proposed salary range for the new Public Services Director classification was determined through a salary survey conducted by the Human Resources Department utilizing the same survey cities used in the completed citywide comprehensive classification and compensation study. The proposed compensation level is set to the 45th percentile, adjusted for the 38-hour workweek with a proposed annual salary range between $133,854 - $162,372.

If approved, the current Public Works Services Manager will be appointed to the Public Services Director position, effective April 18, 2021.

Community Development Department

1) Unfreeze the unclassified management Community Development Director classification to manage the day-to-day operations.
2) Freeze the classified Community Development Manager/City Planner classification.

The Community Development Director will assume full management responsibility for all Community Development Department services and activities, including planning, development services, business license, code enforcement operations and the city housing program. The annual salary range for the Community Development Director position is between $131,568 – $159,924. The Community Development Director will report to the City Manager.

If approved, the current Community Development Manager/ City Planner will be appointed to the Community Development Director position, effective April 18, 2021.

Public Works Engineering Department

1) Change the title of City Engineer/Building Official to Director of Engineering/Building Official.

This title change is necessary as the city's NPDES program and Encroachment Permit Inspection functions will be transferred from Public Works Services Department to Public Works Engineering. There is no change to the salary range for this action.

Job Specifications

In addition to the proposed personnel changes outlined above, Resolution No. 2021-24-3236 includes the newly created job specification for the newly created Public Services Director classification, as well as updated job specifications for the Assistant City Manager, Director of Engineering/Building Official, and Community Development Director.

Meet and Confer

The Community Development Manager/City Planner and Public Works Services Manager classifications are represented positions in the Management bargaining unit represented by the Irwindale Management Employees' Association ("IMEA"). The City and IMEA met and conferred regarding the reorganization contemplated within Resolution No. 2021-24-3236. Also, the City Engineer/Building Official requires a title change and such title change is included in Resolution No. 2021-24-3236.

Updates To Compensation and Executive Management Salary and Benefits Resolutions to Reflect Above Changes

Concurrently with Resolution No. 2021-24-3236, Council is being presented for consideration and adoption Compensation Resolution No. 2021-29-3241 and Executive Management Salary and Benefit Resolution No. 2021-23-3235. The personnel adjustments reflected in these two resolutions will only affect the classifications listed in this agenda report. The compensation and benefits of all other classifications will remain the same.

Fiscal Impact:

The total additional annual cost for the newly appointed Public Works Services Director and Community Development Director would be $40,000. As these appointments are recommended to take place effective April 18, 2021, the additional cost for FY 2020-2021 is prorated for the remainder of the fiscal year, for a prorated additional cost of approximately $8,500.

These positions are funded by the General Fund, Mining Impact Fund and AB 939 Recycling Fund, and therefore the $8,500 is distributed as follows:

General Fund	$ 3,600
Mining Impact Fund	$ 2,500
AB 939 Recycling Fund	$ 2,400
Total	$ 8,500

A budget appropriation for the amounts listed above, totaling $8,500 is necessary to cover the prorated amount for salary and benefits for the newly appointed Public Services Director and Community Development Director for the remainder of this fiscal year

Attachments: Resolution No. 2021-24-3236
Resolution No. 2021-23-3235
Resolution No. 2021-29-3241

RESOLUTION NO. 2021-24-3236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION, FREEZING AND UNFREEZING CERTAIN MANAGEMENT CLASSIFICATIONS, APPROVING UPDATES ON EXISTING JOB SPECIFICATIONS, AND CREATING A NEW PUBLIC SERVICES DEPARTMENT

WHEREAS, Article VIII, Section 800 of the City Charter authorizes the City Council to designate miscellaneous and safety employee positions from time to time; and

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

WHEREAS, Section 2.05 of the City of Irwindale Personnel Rules, as adopted by the City Council in Resolution No. 2015-31-2760 on June 24, 2015, states that the Personnel Officer shall determine the duties and responsibilities of all City positions for inclusion in a Classification Plan, which shall be adopted by the City Council; and

WHEREAS, the City of Irwindale City Manager has the authority to appoint, remove, promote, and demote any officers and employees of the City, including Department Directors, pursuant to Irwindale Municipal Code Section 2.08.050; and

WHEREAS, the City Manager has received numerous communications, and direction from City Council which resulted in an in depth evaluation of the structure of the organization with the goal of enhancing the structure in order to better meet the needs of the community and sustain demanded service levels; and

WHEREAS, City staff have identified certain departments that can be consolidated and reorganized, reducing the total number of departments directly reporting to the City Manager from ten to six, which would facilitate a more efficient and effective delivery of services and is consistent with what is seen in comparably sized cities; and

WHEREAS, the consolidation of City departments would entail the creation of a new Public Services Department; and

WHEREAS, the City desires to establish a new at-will unrepresented, unclassified management Public Services Director department head position for the newly created Public Services Department and approve and adopt the associated job specification; and

WHEREAS, as part of the reorganization, the City desires to freeze and defund two (2) existing classified management classifications, namely the Public Works Services Manager and Community Development Manager/City Planner; and

WHEREAS, the City desires to unfreeze and fund the unclassified management Community Development Director classification, which was previously frozen pursuant to Resolution No. 2017-41-2939; and

WHEREAS, the City desires to implement changes in three (3) existing job specifications of employees, in order to provide a current and accurate description of the various duties performed by City employees; and

WHEREAS, the revised structure will improve the effectiveness of the City Manager in being able to address organizational needs and priorities and communicate effectively with the City Council, City commissions, and community representatives; and

WHEREAS, the City has met and conferred with the representatives of the affected employee organization regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 *et seq.*).

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

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

SECTION 2. The at-will, unrepresented Public Services Director position is hereby established and ordered funded. The City Council hereby approves and adopts the associated job specification attached hereto as Exhibit A.

SECTION 3. The classifications of Public Works Services Manager and Community Development Manager/City Planner are hereby frozen and defunded.

SECTION 4. The classification of Community Development Director is hereby unfrozen and ordered funded.

SECTION 5. The updated job specifications for the Assistant City Manager, Director of Engineering/Building Official, and Community Development Director, attached hereto as Exhibit B, are hereby approved and adopted.

SECTION 6. The Community Services division and Public Works Services division are hereby aligned to form the Public Services Department.

SECTION 7. A budget appropriation in the amount of $8,500 is hereby approved, to cover the prorated amount for salary and benefits for the newly appointed Public Services Director and Community Development Director for the remainder of this fiscal year. The $8,500 amount shall be funded by allocations from the following:

General Fund	$ 3,600
Mining Impact Fund	$ 2,500
AB 939 Recycling Fund	$ 2,400
Total	$ 8,500

SECTION 8. This resolution shall be effective on April 18, 2021. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 14th day of April, 2021.

_____

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-24-3236 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of April, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE

PUBLIC SERVICES DIRECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Public Services Department including recreation, senior center, and transit, as well as the maintenance of all parks, recreation areas, parkways, landscape areas, streets, median islands, and related facilities and buildings; manages the City's environmental programs/mandates; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for Public Services Department services and activities including recreation, senior center and transit, as well as the maintenance of all parks, recreation areas, parkways, landscape areas, streets, median islands, and related facilities and buildings.
2. Manages, implements, monitors, and evaluates the City's environmental programs/mandates including the residential and commercial solid waste program; AB 939, AB 341, AB 1826, SB 1383 compliance; and recycling programs and projects, such as Used Oil Recycling, Household Hazardous and Electronic Waste, Beverage Container Recycling,; and develops and maintains a variety of reports related to environmental mandates.
3. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
4. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
5. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
6. Plans, directs, and coordinates, through subordinate level staff, the Public Services Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
7. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
8. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
9. Provides staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.

10. Represents the Public Services Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
11. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
12. Participates on a variety of boards, commissions, and committees including Parks and Recreation Commission, Senior Citizen Commission, and City Council.
13. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of community services; incorporates new developments as appropriate.
14. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
15. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services and activities of programs within the Pubic Services Department.
Principles and practices of various programs within the Public Services Department.
Principles and practices of program development and administration.
Principles and practices of project management.
Principles and practices of municipal budget preparation and administration.
Principles of supervision, training, and performance evaluation.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

Manage and direct a diverse and comprehensive public services program.
Provide highly complex and responsible staff support to the Parks and Recreation Commission, Senior Citizen Commission and the City Council, and other boards, commissions, and committees as assigned.
Develop and administer departmental goals, objectives, and procedures.
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
Identify and respond to sensitive community and organizational issues, concerns, and needs.
Plan, organize, direct, and coordinate the work of lower level staff.
Delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Interpret and apply applicable Federal, State, and local policies, laws, and regulations.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in business administration, public administration, or related field. A Master's degree is desirable.

Experience:
Six years of increasingly responsible experience in public administration, community services, public works operations, or a related field including three years of management and administrative responsibility.

License or Certificate:
Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: April 2021

EXHIBIT B

CITY OF IRWINDALE

ASSISTANT CITY MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general administrative direction, performs highly responsible and complex management and administrative duties while assisting the City Manager in the development and control of operational goals and objectives for all City departments; provide direct supervision and oversight of other City departments as assigned by the City Manager; provides leadership in policy formation and implementation of policies and procedures; promotes effective and efficient operations throughout the organization by facilitating interdepartmental cooperation and sharing of resources; provides responsible staff assistance to the City Manager and City Council; and serves as acting City Manager as required.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for assigned functions, services, and activities of the City.
2. Assists the City Manager in coordinating and directing the activities and operations of all City departments.
3. Manages the development and implementation of goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
4. Establishes, within City policy, appropriate service and staffing levels for assigned functions; monitors and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
5. Assesses and monitors workload, administrative and support systems, and internal reporting relationships for assigned areas of responsibility; identifies opportunities for improvement; direct and implement changes.
6. Plans, directs, and coordinates, through management level staff, the work plan for assigned functions; assigns projects and programmatic areas of responsibility; provides direction and supervision on key projects; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
7. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
8. Oversees and participates in the development and administration of the budget for assigned functional areas; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implement budgetary adjustments as appropriate and necessary.
9. Participates in the preparation, coordination, and presentation of the City's annual budget, capital improvement budget, and internal fiscal control measures; participates in the development and presentation of financial forecasts and historical information including reviewing expenditures and revenues.

10. Participates in the development of City goals, objectives, policies, and priorities; incorporates community input into goals and objectives for the City for the City Manager's and City Council's approval; develops new policies in consultation with the City Manager; confers with Department Directors and employees regarding significant policy and procedural changes.
11. Coordinates assigned activities with other City departments and divisions and with outside agencies; maintains communication with other jurisdiction officials to coordinate regional issues and represent the City.
12. Coordinates and participates in providing responsible staff assistance and professional analysis and advice to the City Manager, City Council, and other City boards and commissions as assigned; attends City Council meetings and other public meetings to assist or represent the City Manager.
13. Supervises and/or conducts studies, surveys, and the collection of information on difficult operational and administrative problems; analyzes findings and prepare reports of practical solutions for review.
14. Serves as a resource for department personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
15. May serve on the City's negotiating team for contract negotiations with the various bargaining units.
16. Assists the City Manager to monitor legislation and prepare necessary reports and recommendations for Council consideration.
17. Assists the City Manager with media and public relations.
18. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public administration.
19. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
20. Serves as acting City Manager as required; oversees City operations in the City Manager's absence; provides assistance to the City Council.
21. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a municipality.
Advanced principles and practices of public administration and local government administration.
Current social, political, and economic trends and operating characteristics/problems of municipal government.
Principles and practices of program development and administration.
Government, council, and local and state legislative processes.
Principles and practices of fiscal and strategic planning.
Methods of analyzing, evaluating, and modifying administrative procedures.
Principles and practices of municipal finance and budget preparation and administration.
Methods and techniques for goal setting and program evaluation.
Principles of supervision, training, and performance evaluation.
Principles of effective public relations and interrelationships with community groups and agencies, the private sector, and other levels of government.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Pertinent federal, state, and local codes, laws, and regulations.

Ability to:
Provide effective leadership and coordinate the activities of municipal organization.
Plan, organize, and direct the work of staff.
Select, supervise, train, and evaluate staff.
Delegate authority and responsibility.
Negotiate and resolve complex issues.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.
Interpret and apply federal, state, and local policies, laws, and regulations.
Respond to inquiries or complaints and explain regulations and procedures to the general public, members of the business community, and representatives of other agencies and organizations.
Effectively present information to top management, public groups, and/or boards of directors.
Exercise sound, independent judgment within general policy guidelines.
Deal constructively with conflict and develop consensus.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or related field. A Master's degree is desirable.

Experience:
Eight years of progressively responsible experience in municipal government including three years of management, supervisory, and administrative experience.

License or Certificate:
Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: November 2016
Revised: April 2021

CITY OF IRWINDALE

COMMUNITY DEVELOPMENT DIRECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Community Development Department including planning, housing, business license, and code enforcement programs, services, and activities; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for all Community Development Department services and activities including planning, housing, business license, and code enforcement operations and services.
2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Community Development Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
8. Oversees the City's planning functions and activities; develops, manages, and implements complex planning and policy programs.
9. Monitors technical documents for accuracy, completeness, and compliance with federal, state, and city policies and practices.
10. Assures effective communication of Community Development issues; coordinates with citizens' groups, advisory boards and commissions; develops cooperative professional relationships with local developers, realtors, and contractors.
11. Oversees code enforcement activities and ensures compliance with appropriate laws, ordinances, and regulations.
12. Provides staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.

13. Represents the Community Development Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
14. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
15. Participates on a variety of boards, commissions, and committees including Planning Commission and City Council..
16. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the fields of community/economic development; incorporates new developments as appropriate.
17. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
18. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services and activities of a comprehensive Community Development Department including planning, code enforcement, housing, and related programs and functional areas.
Principles and practices of program development and administration.
Urban and regional planning, zoning, and development theory, principles, and practices and their application to a wide variety of municipal planning services.
Principles and practices of land use planning and development.
Development review procedures and requirements.
Current social, political and environmental issues influencing community development programs.
Legislation related to economic issues.
Short-term and long-term economic trends in local, county, state, and national economy.
Advanced methods and techniques of effective technical report preparation and presentation.
Principles and practices of municipal budget preparation and administration.
Principles of supervision, training, and performance evaluation.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

Manage and direct a comprehensive Community Development Department.
Provide highly complex and responsible staff support to the Planning Commission, the City Council, and other boards, commissions, and committees as assigned.
Develop and administer departmental goals, objectives, and procedures.
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
Identify and respond to sensitive community and organizational issues, concerns, and needs.
Plan, organize, direct, and coordinate the work of lower level staff.
Delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.

Collect, analyze, and interpret economic and physical data pertaining to planning and zoning, including the interpretation of maps and plans.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Interpret and apply applicable Federal, State, and local policies, laws, and regulations.
Effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in urban planning, business or public administration, or related field. A Master's degree is desirable.

Experience:
Eight years of increasingly responsible community development experience including three years of management and administrative responsibility.

License or Certificate:
Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: November 2016
Revised: April 2021

CITY OF IRWINDALE

DIRECTOR OF ENGINEERING / BUILDING OFFICIAL

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Public Works Engineering Department including streets, sewer, storm drains, traffic signals, bridges, engineering, building and safety, National Pollutant Discharge Elimination System (NPDES) Programs, Capital Improvement Program, Construction and Demolition Diversion/Recycling, and mining compliance programs, services, and activities; coordinates assigned activities with other departments, outside consultants, and outside agencies; represents the City in a variety of meetings with the State Mining and Geology Board and the State Department of Conservation; and provides highly responsible and complex administrative support to the City Manager and City Council.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for all Public Works Engineering Department services and activities including streets, sidewalks, curbs, gutters, sewer, storm drains, traffic signals, bridges, engineering, building and safety, National Pollutant Discharge Elimination System (NPDES) Program, Capital Improvement Program, Construction and Demolition Diversion/Recycling, and mining compliance operations and services.
2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Public Works Engineering Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
8. Develops and implements the Department's Capital Improvement Program and budget; directs the preparation of plans, specifications, cost estimates and contract documents; Plans, directs, coordinates and reviews work plans for the Mining and Reclamation Division to ensure compliance with the State Mining and Reclamation Act and other outside agencies permitting requirements.

9. Plans, manages, leads, oversees, and performs professional and technical work for the Engineering Division; provides technical direction to engineering staff and consultants relative to day-to-day traffic engineering operational issues; acts as the deputy City Traffic Engineer and provides in-house traffic engineering support to other departments; acts as the City's liaison in dealing with the Metropolitan Transportation Authority (MTA) and Caltrans on transportation issues related to the roadway system, freeway interchanges and other public transportation programs in the City.
10. Serves as the City Building Official; plans, directs, coordinates and reviews the work plans for the Building and Safety Division; prepares, updates and recommends building standards for adoption by the City Council; coordinates various agencies or departments in the permit application process; prepares and manages the annual budget for the Division; administers programs for building safety maintenance and abates hazardous conditions.
11. Administers and/or oversees the management of a variety of design contracts to ensure compliance with performance and cost agreements; prepares and negotiates cooperative agreements with other jurisdictions and agencies for cooperative projects; evaluates the cost effectiveness of agreements; directs the preparation and maintenance of general records and correspondence; performs special studies and prepares reports.
12. Provides administrative and technical direction to the Irwindale Technical Advisory Committee relative to the development of technical policies and guidelines pertaining to the mining and reclamation of the open-pit sand and gravel mines in the City.
13. Administers Subdivision Map Act requirements for development; provides administrative and technical direction to the City's contract Land Surveyor relative to the review and approval of Tract and Parcel Maps.
14. Responsible for oversight of conditions of approval on development projects; provides technical oversight for inspection of private improvement projects in public right-of-way.
15. Administers grant applications and grant administrative activities in partnership with other government agencies.
16. Provides staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.
17. Represents the Public Works Engineering Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
18. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
19. Participates on a variety of boards, commissions, and committees including Planning Commission, City Council, and Successor Agency.
20. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the fields of civil/traffic engineering and building; incorporates new developments as appropriate.
21. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
22. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services and activities of a comprehensive Public Works Engineering Department including streets, sewer, storm drains, traffic signals, bridges, engineering, environmental regulations, building and safety, mining compliance and other related programs in functional areas.
Principles and practices of program development and administration.
Principles, practices, and methods associated with developing building standards, plan check and inspection.
Principles, practices and techniques of civil engineering, including the planning, design, construction, contract management, and inspection of municipal public works projects.
Land development, surveying methods, and techniques.
Traffic engineering including the use of standard traffic control devices/equipment used in the profession.
Principles, practices, and techniques of Mining Engineering.
Methods and techniques of scheduling work assignments.
Basic principles of mathematics.
Leadership techniques.
Grant administration practices.
Methods of administrative, organizational, and cost analysis.
Principles and practices of contract administration.
Occupational hazards and standard safety practices.
Proper English usage, including spelling, grammar, and punctuation.
Advanced methods and techniques of effective technical report preparation and presentation.
Principles and practices of municipal budget preparation and administration.
Principles of supervision, training, and performance evaluation.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Building, plumbing, electrical, mechanical, and related codes and regulations, including the Uniform and International Building Code
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

Manage and direct a comprehensive Public Works Engineering Department.
Organize, prioritize, and follow-up on work assignments, projects, and studies to meet deadlines.
Manage, oversee, review, and perform complex engineering computations.
Check, design, and supervise the preparation of engineering plans and studies.
Read and interpret maps, sketches, drawings, plans, specifications, blue prints and technical manuals.
Solve complex mining and earth systems related issues.
Perform the full range of professional civil engineering tasks.
Analyze and evaluate design drawings and specifications.
Perform mathematical calculations quickly and accurately.
Negotiate with citizens, property owners, contractors and other agencies.
Develop and administer departmental goals, objectives, and procedures.
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
Identify and respond to sensitive community and organizational issues, concerns, and needs.
Plan, organize, direct, and coordinate the work of lower level staff.
Delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.
Prepare clear and concise administrative and financial reports.

Prepare and administer large and complex budgets.
Interpret and apply applicable Federal, State, and local policies, laws, and regulations.
Effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Work independently in the absence of supervision.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in civil engineering, business or public administration, or related field.
A Master's degree is desirable.

Experience:
Eight years of increasingly responsible experience in public works, engineering and capital improvement projects including three years of experience in building inspection, plan checking, and code compliance AND three years of management and administrative responsibility.

License or Certificate:
Possession of an appropriate, valid driver's license.
Certification as a Professional Engineer in civil engineering in California.
Certification as a Professional Engineer in traffic engineering in California is desirable.
Possession of a Building Official certification issued by the International Code Council (ICC).

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: March 2018
Revised: April 2021

RESOLUTION NO. 2021-23-3235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-50-3160, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

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

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

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

WHEREAS, the City of Irwindale City Manager has the authority to appoint, remove, promote, and demote any officers and employees of the City, including Department Directors, pursuant to Irwindale Municipal Code Section 2.08.050; and

WHEREAS, on June 24, 2020, the City Council adopted Resolution No. 2020-50-3160 for unclassified, unrepresented management employees, which outlines the compensation and benefits of said employees; and

WHEREAS, the City currently has Department Director classifications that include the Assistant City Manager, Chief of Police, City Engineer/Building Official, Community Development Director and Finance Director/City Treasurer (hereinafter collectively referred to as "Directors"); and

WHEREAS, concurrently with this resolution, the City Council is considering the adoption of Resolution No. 2021-24-3236, which involves a reorganization of City departments, establishes a new Public Services Director classification; unfreezes the Community Development Director classification; and updates job specifications for the Assistant City Manager, Director of Engineering/Building Official, and Community Development Director; and

WHEREAS, the City Council desires to replace Resolution No. 2020-50-3160 with this Resolution to reflect the reorganization of City departments.

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

SECTION 1. This Resolution shall supersede and replace Resolution No. 2020-50-3160. This resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein.

SECTION 2. The City Council hereby approves the Schedule of Salaries and Benefits for Unclassified Management Employees effective April 18, 2021 attached as Attachment A. In the event the City Manager desires to exceed any of the parameters set forth therein, City Council

authorization shall be required.

SECTION 3. This resolution shall be effective on April 18, 2021. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of April, 2021.

_____
H. Manuel Ortiz, 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. 2021-23-3235 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of April, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT A

SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

ARTICLE 01
INTRODUCTION

SECTION 01.01 AFFECTED EMPLOYEES

This Schedule of Salary and Benefits for Unclassified Management Employees ("Schedule") shall be in force and effect for the following classifications of Unclassified Management employees with the City of Irwindale ("City"), hereinafter referred to as the "Affected Employee(s)":

Assistant City Manager
Chief of Police
Community Development Director
Director of Engineering/Building Official
Finance Director/City Treasurer
Public Services Director

ARTICLE 02
SALARY & DUTIES

SECTION 02.01 BASIC COMPENSATION PLAN

There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article 1, Section 01.01 above. The salary and wage schedule set forth in Exhibit A shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

SECTION 02.02 SALARY AND WAGE SCHEDULE

The salary ranges for Unclassified Management employees are reflected in Exhibit A (Unclassified Management Salary Schedule), which is effective April 18, 2021.

Effective upon the date of approval of this Schedule by City Council, the initial salary for new hires and promoted employees shall be between the "Minimum" and "Maximum" salary range for the applicable position. The City Manager shall have sole discretion to appoint a new hire to a salary commensurate with the prospective employee's education, experience and qualifications as they relate to the classification.

SECTION 02.03 EMPLOYMENT STATUS

The employment of Affected Employees with the City is "at-will" serving solely at the pleasure of the City Manager and Affected Employees are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary

or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article 13, Sections 13.01 and 13.02.

SECTION 02.04 FLSA EXEMPT STATUS

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

SECTION 02.05 OTHER ACTIVITIES

Affected Employees shall focus his/her professional time, ability, and attention to City business during term of employment with the City. Employee shall not engage, without the express prior written consent of the City Manager, in any other business, duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of his/her position.

SECTION 02.06 ADVANCEMENT WITHIN SCHEDULE

An Affected Employee shall be considered for advancement within the steps of the salary range for his/her respective classification set forth above at the discretion of the City Manager. Salary advancement for employees in classifications covered by these Rules shall be based upon the employee's overall performance rating as demonstrated in his/her Annual Performance Review as determined by the initial appointment date.

The City Manager may authorize accelerated movement through the salary range for exceptional performance or to address compaction issues related to other classifications within the Affected Employee's own department.

SECTION 02.07 WORK SCHEDULES

Affected Employees are expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The proper performance of the duties will require Affected Employees to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Affected Employees such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. An Affected Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Affected Employees shall not be entitled to any compensation for overtime.

SECTION 02.08 CITY DOCUMENTS

All data, studies, reports and other documents prepared by Affected Employees while performing his/her duties during the term of employment 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 Affected Employees in connection with the performance of his/her job duties shall be held confidential by Affected Employees to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by an Affected Employee, without the prior written consent of the City Manager, for any purposes other than the performance of his/her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of his/her job duties, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

ARTICLE 03
OTHER COMPENSATION

SECTION 03.01 ANNUAL SERVICE AWARD PAY

Affected Employees shall be entitled on the fifth (5th) consecutive employment year with the City to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, the annual service award pay will be paid the first pay day in December of the qualifying year. Affected Employees must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 03.02 BILINGUAL PAY

The City shall pay Affected Employees an additional two and one-half percent (2½%) of base salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if an Affected Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year.

SECTION 3.03 CITY TREASURER STIPEND

Irwindale Municipal Code section 2.12.050 provides for a salary of fifty dollars ($50) per month for the City Treasurer. Accordingly, the Affected Employee in the classification of Finance Director who is also appointed as City Treasurer shall be provided a Stipend in the amount of $50.00 per month for the duration of the appointment as City Treasurer.

SECTION 03.04 EDUCATION INCENTIVE

Affected Employees shall be provided an education incentive as follows:

A. **B.A/B.S. Degrees.** Affected Employees who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars ($1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the over the twenty-six (26) bi-weekly pay periods in a calendar year.

B. **Master's Degree.** Affected Employees who have been awarded a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive

will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year. An Affected Employee eligible for a Master's degree education incentive payment pursuant to this section 03.03 subsection B shall not be eligible for a B.A./B.S. degree education incentive payment pursuant to section 03.03 subsection A.

C. In addition to the education incentive as reflected in section 03.04 subsection A and B, the classification of Chief of Police shall be entitled to receive bonus pay in addition to basic compensation for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates as set forth by the percentages of basic compensation below:

2 ½% Bonus for Advanced Certificate;
2 ½% Bonus for Supervisory Certificate;
2 ½% Bonus for Management Certificate.

To be eligible for Education Incentive Pays, the coursework and/or degrees must be from an institution accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

ARTICLE 04
HOLIDAYS

SECTION 04.01 HOLIDAY DATES

Affected Employees shall be entitled to the holidays listed below.

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

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

SECTION 04.02 FLOATING HOLIDAYS

At the beginning of each calendar year, Affected Employees shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, as determined by the City Manager, nine and one half (9.5) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 4.75 hours to be deducted for ½ day

holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

Upon separation of employment, all earned but unused floating holiday hours will be paid to the Affected Employee at the base hourly rate of pay then in effect.

ARTICLE 05
SICK LEAVE

SECTION 05.01 SICK LEAVE ACCRUAL

Affected Employees shall accrue 3.693 hours of sick leave on a bi-weekly basis (i.e. per pay period).

SECTION 05.02 SICK LEAVE PAY BACK

Affected Employees are eligible for sick leave pay back upon termination or cash in request and will be provided as follows:

over 950 hours	25% of total sick leave value
571-950 hours	50% of total sick leave value
1st 570 hours	75% of total sick leave value

Elective cash-out of accumulated sick leave may be made anytime by means of a regular payroll check (no separate check will be issued) and/or by separate check limited to four times a year (first pay period in September, December, March, and June), up to the combined vacation and sick leave cash-out limit of one hundred (100) hours total per fiscal year.

ARTICLE 06
VACATION LEAVE

SECTION 06.01 VACATION LEAVE ACCRUAL

Affected Employees shall accrue vacation leave in accordance with the formula below on a bi-weekly basis (i.e. per pay period), with an accrual cap of three hundred (300) hours, over which employee shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on service with the City of Irwindale only, is as follows:

Years of service	Hours accrued bi-weekly
0-4	3.693
4-10	4.616
10-11	4.923
11-12	5.231
12-13	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of original employment with the City.

Elective cash-out of vacation leave may be made anytime by means of a regular payroll check (no separate check will be issued) and/or by separate check limited to four times a year (first pay period in September, December, March, and June), up to the combined vacation and sick leave cash-out limit of one hundred (100) hours total per fiscal year.

SECTION 06.02 PAY OFF OF ACCRUED VACATION UPON TERMINATION OF EMPLOYMENT

Upon termination from employment with the City, earned and unused vacation hours will be paid to the employee at the employee's base hourly rate of pay then in effect.

ARTICLE 07
EXECUTIVE LEAVE

In recognition that Affected Employees are not entitled to receive overtime compensation despite devoting hours beyond the normal workweek, employees may be allowed to take executive leave upon approval of the City Manager.

All Affected Employees shall accrue executive leave at the rate of sixty (60) hours per year, which hours shall be credited to Affected Employees the first pay period in January of each calendar year. Executive leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Affected Employees. Executive leave shall not be carried over from year-to-year. Any and all unused executive leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused executive leave hours shall be cashed out upon separation of Affected Employees.

ARTICLE 08
OTHER LEAVES

SECTION 08.01 WORKERS' COMPENSATION

The City shall provide Workers' Compensation benefits in accordance with State Law and these provisions.

The City has the right to require the employee to go to a City selected physician, unless the employee has pre-designated a physician, to verify the reported injury/illness and if it restricts the employee from performing his or her regular job assignment.

A. NON-SWORN EMPLOYEES

Affected Employees who sustain a work-related injury or illness on-the-job and file a claim for workers' compensation benefits which is accepted, shall receive a sum which, when added to the amount of temporary disability payment, if any, will result in a payment equal to such an employee's regular compensation for a maximum period of one (1) year. The one (1) year period need not be consecutive if the employee's absence is directly traceable to a single incident. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental, life and AD&D insurance). Vacation and sick leave

shall continue to accrue during this time.

B. SWORN EMPLOYEES

Base salary and benefit continuance for sworn Affected Employees shall be in accordance with California Labor Code Section 4850.

SECTION 08.02 JURY DUTY AND WITNESS LEAVE

A. JURY DUTY

Affected Employees shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

B. WITNESS LEAVE

If an Affected Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency requiring an Affected Employee to serve as a witness in a legal action, the Affected Employee shall be entitled to be absent from work at his/her regular rate of pay, provided that any fees, except mileage, are deposited with the City.

SECTION 08.03 MILITARY LEAVE

Military Leave requirements for Affected Employees shall be granted consistent with state and federal law pursuant to City's Personnel Rule 7.15.

SECTION 08.04 LEAVE OF ABSENCE WITHOUT PAY

Affected Employees may apply in writing to the City Manager for a leave of absence without pay. If the City Manager determines there is adequate justification to grant such a leave of absence and that the work of the department will not be significantly impacted by a temporary absence of the employee, the leave without pay may be authorized, with the condition that the employee be available by phone if the City Manager needs to contact him/her. The City Manager's decision is final and not subject to grievance or appeal. The City Manager may also terminate or cancel early any authorized leave by giving the employee notice of 10 calendar days. Notice will be given by any means including, but not limited to phone call, text, or U.S. mail.

Any Affected Employee requesting a leave of absence without pay shall utilize all of his/her administrative leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay.

Any leave of absence without pay of 9.5 hours or more shall result in a pro-rata accrual of vacation, sick leave or holiday credits. A leave of absence without pay of thirty-eight (38) hours or more shall not result in a pro-rata reduction of employer paid health benefit payments.

SECTION 08.05 BEREAVEMENT LEAVE

Affected Employees shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 38 hours (4 days x 9.5 hours per work day).

ARTICLE 09
EMPLOYEE BENEFITS

SECTION 09.01 MEDICAL BENEFITS

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

SECTION 09.02 DENTAL BENEFITS

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

SECTION 09.03 VISION BENEFITS

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

SECTION 09.04 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

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

SECTION 09.05 LIFE INSURANCE

The City shall provide and pay for a life insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each.

SECTION 09.06 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City shall provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00).

SECTION 09.08 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City shall pay the premium for participation in an Employee Assistance Program (EAP) for Affected Employees and their eligible dependents.

SECTION 09.09 STATE DISABILITY INSURANCE

Affected Employees are participants in the state-sponsored short-term disability program at no expense to the City.

SECTION 09.10 DEFERRED COMPENSATION

Affected Employees may, at his/her sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC and (b) the Nationwide Retirement Solutions plans. The City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

SECTION 09.11 FLEXIBLE SPENDING ACCOUNT

Affected Employees shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Six Hundred Fifty Dollars ($2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee participation in such plans is voluntary and Affected Employees shall be solely responsible for any desired plan contributions. The City does not provide legal or tax advice to Affected Employees as to whether dependent care and health care expenses are legally tax-deductible to or by him/her.

SECTION 09.12 UNIFORM ALLOWANCE- CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police shall receive an annual uniform allowance of One Thousand Four Hundred Dollars ($1,400) in the first pay period of each July.

SECTION 09.13 SIDEARM – CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police who separates from employment in good standing shall be entitled to purchase his/her duty weapon at fair market value.

SECTION 09.14 TECHNOLOGY/CELL PHONE ALLOWANCE

The City shall provide Affected Employees with a technology allowance in the amount of One Hundred Twenty-Five Dollars and No Cents ($125.00) per month, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Any applicable taxes are the responsibility of the Employee to pay and not covered by the City.

SECTION 09.15 BUSINESS RELATED EQUIPMENT

The City shall supply each Affected Employee with a portable laptop computer or tablet (inclusive of office docking station).

SECTION 09.16 AUTOMOBILE ALLOWANCE

The Affected Employees in the classifications of Chief of Police and City Engineer/Building Official shall be provided with a vehicle, fuel, and maintenance for City-related and *de minimis* personal use. Any personal use beyond *de minimis* may be subject to the reporting requirements as taxable income, and any applicable taxes shall be the responsibility of the employee to pay and are not paid by the City.

SECTION 09.17 TUITION REIMBURSEMENT

Affected Employees applying for tuition reimbursement shall be initially eligible to receive tuition reimbursement of 20% of an allocated $15,000, provided that such funds are available in the fiscal year such request is made by the Affected Employee. If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse the Affected Employee if accumulated reimbursable educational expenses are in excess of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

All courses taken and completed must have prior written approval of the City Manager. Courses must be graduate-level courses and be related to the Affected Employee's employment with the City. Upon completion of each course, the Affected Employee must complete the appropriate City form requesting tuition reimbursement. A passing grade of "C" or better is required, and a copy of the grade and all receipts must be attached. Affected Employees may also be reimbursed for costs of books, tuition, and lab fees for classes.

To be eligible for reimbursement, Employee must submit the request for reimbursement within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

ARTICLE 10
PROFESSIONAL DEVELOPMENT

SECTION 10.01 MEMBERSHIP

The City encourages Affected Employees' continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Manager.

SECTION 10.02 OUT-OF-TOWN MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost for registration, travel, lodging, meals, and other expenses incurred by him/her while attending overnight, out-of-town meetings or seminars related to his/her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible the Affected Employee must have budgeted funds available for same; provided, however, that the City Manager may, in his or her sole discretion, approve such unbudgeted expenditures if he or she deems it in the best interests of the City.

SECTION 10.03 LOCAL MEETINGS & SEMINARS.

The City shall reimburse Affected Employees the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his/her employment with City in accordance with the City's policies for expense reimbursement.

SECTION 10.04 INCIDENTAL EXPENSES.

The City shall reimburse Affected Employees the actual cost of those incidental expenses necessarily incurred by him/her while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

SECTION 10.05 APPROVAL BY CITY MANAGER.

To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 10.0, Affected Employees shall obtain approval of the City Manager or his/her designee.

ARTICLE 11
RETIREMENT

SECTION 11.01 CALPERS

The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and Affected Employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each Affected Employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

A. Tier I Miscellaneous (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

B. Tier II Miscellaneous (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service

4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

C. Tier III (PEPRA) Miscellaneous (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

1. 2% @ 62 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected Employee shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

D. Tier I Sworn (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

E. Tier II Sworn (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

F. Tier III (PEPRA) Sworn (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

1. 2.7% @ 57 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service

4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected Employees shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater

SECTION 11.02 PARS

Pursuant to Government Code §53216, the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords non-sworn employees the retirement benefit commonly referred to as "1% at 55." The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the preceding Section.

A. Non-Sworn Employee Hired Before January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities

B. Non-Sworn Employees Hired After January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

C. Non-Sworn Employees Hired After January 1, 2011

1. Affected Employees shall individually pay a PARS contribution rate of fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

Affected Employees hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

SECTION 11.03 RETIREE MEDICAL BENEFITS

Affected Employees who were hired before January 1, 2011 and who retire from the City as a CalPERS-eligible retiree shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan, inclusive of eligible dependents as defined by CalPERS, so long as Affected Employee remains eligible for CalPERS medical coverage.

For Affected Employees hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan.

ARTICLE 12
BONDS AND INDEMNIFICATION

SECTION 12.01 INDEMNIFICATION

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

SECTION 12.02 BONDS

City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of an Affected Employee's services.

ARTICLE 13
TERMINATION AND SEVERANCE

Affected Employees shall be entitled to severance only as provided in this Article 13. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of an Affected Employee with respect to severance pay in the event of the termination without cause.

SECTION 13.01 NON-SWORN AFFECTED EMPLOYEES

A. Termination Without Cause

By providing a non-sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a non-sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a non-sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only.

B. Resignation

Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination For Cause

The City may terminate a non-sworn Affected Employee for cause at any time by providing non-sworn Affected Employee with five (5) business days' written notice of termination for cause and the facts and grounds constituting such cause. In the event a non-sworn Affected Employee is terminated for cause, as defined in this section below, the City shall have no obligation to pay the severance provided for above.

For the purposes of this Section 13, "cause" for termination shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules and the Irwindale Police Department policy manual, (8) use or possession of illegal drugs, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, (11) significant mismanagement of City finances, (12) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or 15) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

SECTION 13.02 SPECIAL PROCEDURES FOR SWORN AFFECTED EMPLOYEES

With respect to the position of sworn Affected Employees only, in order to comply with the requirements of the Public Safety Officers Procedural Bill of Rights Act (POBRA) (Cal. Gov. Code §3300 *et seq.*), specifically California Government Code section 3304(c), the following termination procedures shall apply. The City Manager or someone acting in the capacity as City Manager may terminate a sworn Affected Employee at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the POBRA, including but not limited to Government Code section 3304(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate a sworn Affected Employee as provided herein shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 12.02, a sworn Affected Employee shall not have any rights provided for the Chief of Police or sworn personnel under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one

does not exist by rule of law, in the position of Chief of Police. Notwithstanding this Section 12.02, sworn Affected Employees shall remain as at-will employees serving at the pleasure of the City Manager

A. Termination Without Cause

By providing a sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only. Prior to such termination, in order to be eligible for severance as provided in this Section, a sworn Affected Employee must have worked for the City a minimum of six (6) months.

In order to comply with the requirements of California Government Code section 3304(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

1. The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day notice period provided under this Section 12.02.A.

2. Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay as provided in this Section 12.02.A.

B. Resignation

Should a sworn Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination for Cause

The City may terminate a sworn Affected Employee for cause at any time by providing the employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined the same as in Section 12.01(B) above. For any of the conduct described in this Section constituting cause for termination, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates a sworn Affected Employee for cause, the City shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager of a sworn Affected Employee for cause shall be conducted in accordance with the following procedures:

1. Within five (5) days of receipt of written notice under this Section, a sworn Affected Employee may submit a request in writing to the City Manager for an administrative

appeal. Such appeal shall not prohibit or otherwise delay the termination of a sworn Affected Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

2. Upon a sworn Affected Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the sworn Affected Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3304(c) and for purposes of this subdivision, the removal of a sworn Affected Employee 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" for the sworn Affected Employee's termination in addition to those reasons constitution cause for termination.

3. At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the sworn Affected Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

4. Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether the sworn Affected Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Resolution unless severance was already tendered. Following City Council's review and consideration of the advisory decision, the sworn Affected Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

SECTION 13.03 LIMITATION ON SEVERANCE (GOVERNMENT CODE §53260)

This Resolution does not create a defined term of employment for any Affected Employee, but in the event this resolution is construed by a court of law to have a fixed term, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to an Affected Employee shall be reduced in the amount necessary to comply with such statute. (Government Code section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in Section 5.1(b).)

EXHIBIT B
Unclassified Management Salary Schedule
Effective April 18, 2021

Title	Step	Yearly Salary	Monthly Salary	Bi-Weekly Salary	Hourly Salary
Assistant City Manager	A	152,496	12,708	5,865.23	77.1741
	B	160,116	13,343	6,158.31	81.0304
	C	168,120	14,010	6,466.15	85.0810
	D	176,520	14,710	6,789.23	89.3320
	E	185,352	15,446	7,128.92	93.8016
Chief of Police	A	158,472	13,206	6,095.08	80.1984
	B	166,392	13,866	6,399.69	84.2065
	C	174,708	14,559	6,719.54	88.4150
	D	183,444	15,287	7,055.54	92.8360
	E	192,624	16,051	7,408.62	97.4818
Community Development Director	A	131,568	10,964	5,060.31	66.5830
	B	138,144	11,512	5,313.23	69.9109
	C	145,056	12,088	5,579.08	73.4089
	D	152,304	12,692	5,857.85	77.0769
	E	159,924	13,327	6,150.92	80.9332
Director of Engineering/Building Official	A	138,648	11,554	5,332.62	70.1660
	B	145,584	12,132	5,599.38	73.6761
	C	152,868	12,739	5,879.54	77.3623
	D	160,512	13,376	6,173.54	81.2308
	E	168,532	14,044	6,482.00	85.2895
Finance Director/Treasurer	A	135,384	11,282	5,207.08	68.5142
	B	142,152	11,846	5,467.38	71.9393
	C	149,256	12,438	5,740.62	75.5344
	D	156,720	13,060	6,027.69	79.3117
	E	164,556	13,713	6,329.08	83.2773
Public Services Director	A	133,584	11,132	5,137.85	67.6032
	B	140,268	11,689	5,394.92	70.9858
	C	147,276	12,273	5,664.46	74.5324
	D	154,644	12,887	5,947.85	78.2611
	E	162,372	13,531	6,245.08	82.1721

RESOLUTION NO. 2021-29-3241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2020-83-3243, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES

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

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

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

WHEREAS, Section 2.05 of the City's Personnel Rules, as adopted by the City Council in Resolution No. 2007-06-2192 on February 15, 2007, states that the Personnel Officer shall determine the duties and responsibilities of all City positions for inclusion in a Classification Plan, which shall be adopted by the City Council; and

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

WHEREAS, on November 14, 2018, the City Council approved the Memorandum of Understanding covering July 1, 2016 through June 30, 2020 for the the Irwindale Police Officers' Association (IPOA); and

WHEREAS, on June 24, 2020, the City Council approved amendments to the Memoranda of Understanding for the Irwindale City Employees Association (ICEA) and the Irwindale Management Employees Assocation (IMEA), extending the terms of the two memoranda for an additional year through June 30, 2021; and

WHEREAS, the Memoranda of Understanding for all bargaining units expressly establish compensation and benefits for all represented employees who belong to the Recognized Employee Organizations; and

WHEREAS, the City Council adopted Resolution No. 2020-83-3243 on December 9, 2020, which established the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, concurrently with this resolution, the City Council is considering the adoption of Resoution No. 2021-23-3235, which will supersede Resolution No. 2020-50-3160, which outlines the compensation and benefits of the unclassified, unrepresented management employees; and

WHEREAS, a number of unaffiliated and/or unrepresented unclassified at-will employees rely on the City Council to provide an appropriate compensation and benefit system; and

WHEREAS, the City Manager has received numerous communications, and direction from City Council which resulted in an in depth evaluation of the structure of the organization with

the goal of enhancing the structure in order to better meet the needs of the community and sustain demanded service levels; and

WHEREAS, City Staff have identified certain departments that can be consolidated and reorganized, reducing the total number of departments directly reporting to the City Manager from ten to six, would facilitate a more efficient and effective delivery of services and is consistent with what is seen in comparably sized cities; and

WHEREAS, concurrently with this resolution, the City Council is considering the adoption of Resolution No. 2021-24-3236, which establishes a new Public Services Director unclassified management position, freezes the Public Works Services Manager classified position, unfreezes the Community Development Director unclassified management position, and freezes the Community Development Manager/ City Planner classified position, such that updates to this resolution are necessary; and

WHEREAS, to facilitate administration and in accordance with applicable laws and regulations, the City Council desires to adopt Resolution No. 2021-29-3241, establishing the number of positions, schedule of classes, compensation, and benefits of City employees in their entirety, to replace Resolution No. 2020-83-3243.

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

SECTION 1. Applicability to other Governing Documents.

This Resolution shall supersede and replace Resolution No. 2020-83-3243. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-23-3235 relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

Except as expressly stated in this Resolution, in the event that any provision of this Resolution is inconsistent with any provision of any approved or adopted memoranda of understanding, or Resolution No. 2021-23-3235, the provisions of the adopted memoranda of understanding or Resolution No. 2021-23-3235 shall prevail.

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

SECTION 2. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

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

SECTION 3. Authorized Full-Time Employees.

Effective April 18, 2021, unless otherwise stated herein, the number of positions, list of class titles, and compensation for full-time employees of the City of Irwindale shall be as follows:

A. Unclassified Management Positions:

Classification Title	Authorized Number	Annual Compensation
City Manager	1	$229,628
Assistant City Manager	1	$152,496 - $185,352
Chief of Police	1	$158,472 – $192,624
Community Development Director	1	$131,568 – $159,924
Director of Engineering/Building Official	1	$138,648 - $168,532
Finance Director/City Treasurer	1	$135,384 – $164,556
Public Services Director	1	$133,584 - $162,372

B. Classified Positions:

Classification Title	Authorized Number	Salary Range
Administrative Secretary	1	32
Assistant City Engineer	1*	62
Assistant Engineer	1	48
Assistant to the City Manager	1*	56
Assistant Planner	1*	40
Associate Engineer	1*	52
Associate Planner	1*	45
Building Permit Technician	1*	33
Bus Driver	2	29
Chief Deputy City Clerk	1	54
City Librarian	1	54
Code Enforcement Officer	2**	34
Community Development Manager/ City Planner	1*	63
Construction Compliance Manager	1	58
Deputy City Clerk	1*	34
Economic Development Coordinator	1	48
Engineering Technician	3	33
Executive Assistant	1	37 (Y-rated 42)
Finance Analyst	2	40

Classification Title	Authorized Number	Salary Range
Finance Manager	1	57 (Y-rated 59)
Finance Technician	1	32
Human Resources/ Risk Manager	1	59
Human Resources Specialist	1*	33
Information Technology Manager	1	59
Janitor	1	13
Library Technician	1	24
Management Analyst	1	40
Maintenance Lead Worker	1	34 (Y-rated 43)
Maintenance Worker I	0	26 (Y-rated 36)
Maintenance Worker II	6	30 (Y-rated 40)
Office Specialist	3	25
Planning Technician	2**	33
Police Captain	1*	70
Police Corporal	2	50
Police Dispatcher/Clerk	6**	35 (Y-rated 37)
Police Lieutenant	2**	65
Police Officer	18	48
Police Records Clerk	1	22 (Y-rated 24)
Police Sergeant	6	59
Police Services Specialist	1	36 (Y-rated 39)
Project Manager - Construction Compliance	1	41
Project Manager - Mining	1*	58
Public Works Maintenance Supervisor	1	43 (Y-rated 48)
Public Works Services Manager	1*	58
Recreation Assistant	1*	25
Recreation Manager	1	56
Recreation Supervisor	2	43
Senior Center Assistant	1	25
Senior Code Enforcement Officer	1	40
Senior Center Leader/ Bus Driver	1	29
Senior Center Manager	1	45
Senior Center Specialist	1	33
Senior Finance Analyst	1*	46
Senior Human Resources/ Risk Management Analyst	1	46
Senior Management Analyst	1*	46

Classification Title	Authorized Number	Salary Range
Senior Planner	1	51

* Currently frozen and unfunded for budgeting purposes.
** One of the positions currently frozen and unfunded for budgeting purposes.

The benefits for all the foregoing employee positions are stated within either Resolution No. 2021-23-3235, for unclassified management positions, or the respective ICEA MOU, IMEA MOU, or IPOA MOU governing each represented classified employee position.

SECTION 4. Authorized At-Will Permanent Part-Time Employees.

Effective January 1, 2021 unless otherwise stated herein, the number of positions and compensation for all at-will permanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

Classification Title	Authorized Number	Hourly Compensation
Civil Engineering Technician	3*	$23.76 - $28.88
Departmental Aide	1	$14.15 – $17.19
Library Aide	1	$15.23 - $18.51
Maintenance Aide	4	$15.23 - $18.51 (Y-rated $19.02 - $23.12)
Senior Recreation Leader	2	$15.61 - $18.98 (Y-rated $16.15 - $19.64)
Senior Center Leader	1	$15.61 – $18.98

* Currently frozen and unfunded for budgeting purposes.

Unless otherwise stated herein, the benefits for all at-will permanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

A. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20 beginning on the 90th day of employment. Sick leave will not be considered hours worked for purposes of overtime calculation.

Sick leave accrual and pay back are as follows:

1. SICK LEAVE ACCRUAL. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be credited with 3.693 hours of sick leave bi-weekly per the City's Personnel Rule 14.20.3.

2. SICK LEAVE PAY BACK. The City agrees to provide unaffiliated and/or unrepresented unclassified at-will permanent part-time employees sick leave pay back per the City's Personnel Rule 14.20.4 upon an employee's termination or cash-out request as follows:

25%	over 800 hours
50%	481-800 hours

75%	1st 480 hours

Elective cash-outs of leave accruals may be made anytime by means of a regular payroll check (no separate check will be issued) or by separate check limited to four times a year (first pay period ending in September, December, March, and June) with a cash-out limit of one hundred (100) hours total per fiscal year. Cash-outs will be paid at the employee's basic rate of pay.

B. EDUCATION INCENTIVE. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees will receive the following education incentive bonus in addition to their base compensation:

AA/AS degree or Junior Year Status at Four Year College or Higher: $1,200/year
BA/BS degree: $1,500/year
MA/MS degree: $1,800/year

To be eligible for these benefits, the coursework and/or degrees must be from an institution accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

This incentive will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

C. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

D. ANNUAL SERVICE AWARD PAY. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

E. PARS MEMBERSHIP. Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan, which affords unaffiliated and/or unrepresented unclassified at-will permanent part-time employees additional retirement benefits commonly referred to as "1% at 55." The City pays on behalf of each eligible employee an amount sufficient to pay the full cost of the PARS retirement enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS program identified in Section 5. F.

1. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired before January 1, 2007:

    a. Employees shall individually pay a PARS contribution rate of four-tenths percent (0.4%) of salary.

b. PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities.

2. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired After January 1, 2007:

   a. Employees shall individually pay a PARS contribution rate of four-tenths percent (0.4%) of salary.

   b. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

3. Unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired After January 1, 2011:

   a. Employees shall individually pay a PARS contribution rate of fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit.

   b. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

All unaffiliated and/or unrepresented unclassified at-will permanent part-time employees hired on or after January 1, 2013 are ineligible to participate in the PARS program.

F. CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

1. Tier I Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

   a. 2% @ 55 retirement benefit formula
   b. Fourth Level of 1959 Survivors Program
   c. Military Service as Public Service
   d. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
   e. Improved non-industrial disability allowance
   f. Post-retirement survivor allowance
   g. Credit for unused sick leave

2. Tier II Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

a. 2% @ 55 retirement benefit formula
b. Fourth Level of 1959 Survivors Program
c. Military Service as Public Service
d. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
e. Improved non-industrial disability allowance
f. Post-retirement survivor allowance
g. Credit for unused sick leave

3. Tier III (PEPRA) Miscellaneous (unaffiliated and/or unrepresented unclassified at-will permanent part-time employee hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

a. 2% @ 62 retirement benefit formula
b. Fourth Level of 1959 Survivors Program
c. Military Service as Public Service
d. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
e. Improved non-industrial disability allowance
f. Post-retirement survivor allowance
g. Credit for unused sick leave
h. Employee shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

G. RETIREE MEDICAL. CalPERS eligible retirees who were hired before January 1, 2011, and who retire from the City as a CalPERS-eligible retiree shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan, inclusive of eligible dependents as defined by CalPERS, so long as employee remains eligible for CalPERS medical coverage. For all new employees hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan.

H. DIRECT DEPOSIT REQUIREMENT. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

I. MEDICAL BENEFITS. Medical benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents as defined by CalPERS.

J. DENTAL BENEFITS. The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for unaffiliated and/or unrepresented unclassified

at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

K. VISION BENEFITS. The City pays one hundred percent (100%) of the premium for a vision plan for unaffiliated and/or unrepresented unclassified at-will permanent part-time employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

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

M. UNIFORM ALLOWANCE. The positions of Departmental Aide, Senior Recreation Leader, and Senior Center Leader shall receive a uniform allowance in the amount of $50.00 per year.

N. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will permanent part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 5. Authorized At-Will Non-Permanent Part-Time Employees.

Effective January 1, 2021 unless otherwise stated herein, the compensation for all at-will non permanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

Classification Title	Hourly Compensation
Assistant Pool Manager	$17.60

Classification Title	Hourly Compensation
Bus Driver	$23.17
Community Center Worker *(temp assignment of staff member)*	$20.96
Community Service Officer	$16.71
Crossing Guard*	$14.00
Finance Assistant*	$18.56
Intern	$19.49
Library Page	$14.00
Lifeguard	$14.00
Office Specialist	$15.61
Police Cadet I*	$14.60
Police Cadet II*	$14.00
Recreation Aide	$14.00
Reserve Police Officer I	$35.73
Reserve Police Officer II*	$14.92
Senior Center Aide	$14.00
Senior Library Page	$15.45
Senior Lifeguard	$15.35

* Currently frozen and unfunded for budgeting purposes.

Unless otherwise stated herein, the benefits for all at-will non permanent part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

A. CITY MANAGER AUTHORIZATION. For unaffiliated and/or unrepresented unclassified at-will non-permanent part-time positions, the City Manager may authorize the number of hires as long as the personnel costs do not exceed the budgeted amounts in approved funds.

B. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20. This includes sick leave accrual as follows:

1. Pursuant to Personnel Rules Section 14.20.07, non-permanent part-time employees are eligible to accrue sick leave beginning with their first day of employment or July 1, 2015, whichever is later.

2. Non-permanent part-time employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of 48 hours per calendar year. Sick leave does not accrue once the cap is reached, but will commence accruing again when accrued sick leave drops below the cap. Any unused accrued sick leave carries over year to year while continuously employed.

Sick leave is provided at the non-permanent part-time employee's base hourly wage rate.

3. Non-permanent part-time employees are entitled to use accrued Sick Leave for any purpose described in Personnel Rules Section 14.20.1 beginning on the 90th day of employment. Non-permanent part-time employees are only permitted to use a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of accrued sick leave per calendar year. Sick leave must be used in two (2) hour minimum increments.

4. Sick leave will not be considered hours worked for purposes of overtime calculation.

5. Non-permanent part-time employees are not entitled to sick leave buy-back and shall not receive any pay out or compensation for unused accrued sick leave upon termination, resignation, retirement or other separation from employment.

6. If a non-permanent part-time employee separates from City employment and is re-hired by the City within one (1) year of the date of separation, previously accrued and unused sick leave hours shall be reinstated.

7. Non-permanent part-time employees shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for sick leave use is foreseeable. If the need for sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

C. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be paid bilingual pay at a rate of fifty cents ($0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.

D. ANNUAL SERVICE AWARD PAY. Unaffiliated and/or unrepresented unclassified at-will non-permanent part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars ($10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

E. DIRECT DEPOSIT REQUIREMENT. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

F. UNIFORM ALLOWANCE. The positions of Bus Driver, Recreation Aide and Senior Center Aide shall receive a uniform allowance in the amount of $50.00 per year.

E. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will non-permanent part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 6. Authorized At-Will Temporary Part-Time Employees.

Effective January 1, 2021 unless otherwise stated herein, the number of positions and compensation for all at-will temporary part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

Classification Title	Authorized Number	Hourly Compensation
Summer Youth Worker	20	Minimum Wage

At-will temporary part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, are not entitled to any benefits. Other than the compensation provided for herein, temporary part-time employees are not provided any additional compensation, reimbursements, leaves, or incentives, except those mandated by state or federal law.

A. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will temporary part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.

- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

SECTION 7. Salary schedules.

The salary schedule, which first became effective July 1, 2019, shall continue to be in force, notwithstanding any other effective date to the contrary in an applicable memorandum of understanding, applicable to all positions represented by the ICEA is attached as Exhibit "A".

The salary schedule, which first became effective July 1, 2019, shall continue to be in force, notwithstanding any other effective date to the contrary in an applicable memorandum of understanding, applicable to all miscellaneous positions represented by the IMEA is attached as Exhibit "B-1".

The salary schedule, which first became effective July 1, 2019, shall continue to be in force, notwithstanding any other effective date to the contrary in an applicable memorandum of understanding, applicable to all safety positions represented by the IMEA is attached as Exhibit "B-2".

The salary schedule, which first became effective July 1, 2019, shall continue to be in force, notwithstanding any other effective date to the contrary in an applicable memorandum of understanding, applicable to all safety positions represented by the IPOA is attached as Exhibit "C-1".

The salary schedule, which first became effective July 1, 2019, shall continue to be in force, notwithstanding any other effective date to the contrary in an applicable memorandum of understanding, applicable to miscellaneous positions represented by the IPOA is attached as Exhibit "C-2".

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

SECTION 8. Certification.

The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 14th day of April 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-29-3241 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of April 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, Chief Deputy City Clerk

Exhibit "A"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
ICEA Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
10	A	28,648	2,387	1,101.85	14.4980
	B	30,081	2,507	1,156.96	15.2232
	C	31,585	2,632	1,214.81	15.9843
	D	33,164	2,764	1,275.54	16.7834
	E	34,822	2,902	1,339.31	17.6225
11	A	29,365	2,447	1,129.42	14.8608
	B	30,833	2,569	1,185.88	15.6037
	C	32,374	2,698	1,245.15	16.3836
	D	33,993	2,833	1,307.42	17.2029
	E	35,693	2,974	1,372.81	18.0633
12	A	30,099	2,508	1,157.65	15.2323
	B	31,604	2,634	1,215.54	15.9939
	C	33,184	2,765	1,276.31	16.7935
	D	34,843	2,904	1,340.12	17.6331
	E	36,585	3,049	1,407.12	18.5147
13	A	30,851	2,571	1,186.58	15.6129
	B	32,394	2,700	1,245.92	16.3937
	C	34,013	2,834	1,308.19	17.2131
	D	35,714	2,976	1,373.62	18.0739
	E	37,500	3,125	1,442.31	18.9777
14	A	31,622	2,635	1,216.23	16.0030
	B	33,204	2,767	1,277.08	16.8036
	C	34,864	2,905	1,340.92	17.6437
	D	36,607	3,051	1,407.96	18.5258
	E	38,437	3,203	1,478.35	19.4519
15	A	32,413	2,701	1,246.65	16.4033
	B	34,034	2,836	1,309.00	17.2237
	C	35,735	2,978	1,374.42	18.0845
	D	37,522	3,127	1,443.15	18.9889
	E	39,398	3,283	1,515.31	19.9383
16	A	33,223	2,769	1,277.81	16.8133
	B	34,885	2,907	1,341.73	17.6544
	C	36,629	3,052	1,408.81	18.5369
	D	38,460	3,205	1,479.23	19.4636
	E	40,383	3,365	1,553.19	20.4367
17	A	34,054	2,838	1,309.77	17.2338
	B	35,757	2,980	1,375.27	18.0956
	C	37,544	3,129	1,444.00	19.0000
	D	39,422	3,285	1,516.23	19.9504
	E	41,393	3,449	1,592.04	20.9479
18	A	34,905	2,909	1,342.50	17.6645
	B	36,651	3,054	1,409.65	18.5481
	C	38,483	3,207	1,480.12	19.4752
	D	40,407	3,367	1,554.12	20.4489
	E	42,428	3,536	1,631.85	21.4717

Exhibit "A"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
ICEA Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
19	A	35,778	2,982	1,376.08	18.1063
	B	37,567	3,131	1,444.88	19.0116
	C	39,445	3,287	1,517.12	19.9620
	D	41,417	3,451	1,592.96	20.9600
	E	43,488	3,624	1,672.62	22.0081
20	A	36,672	3,056	1,410.46	18.5587
	B	38,506	3,209	1,481.00	19.4868
	C	40,431	3,369	1,555.04	20.4610
	D	42,453	3,538	1,632.81	21.4843
	E	44,575	3,715	1,714.42	22.5582
21	A	37,589	3,132	1,445.73	19.0228
	B	39,469	3,289	1,518.04	19.9742
	C	41,442	3,454	1,593.92	20.9727
	D	43,514	3,626	1,673.62	22.0213
	E	45,690	3,808	1,757.31	23.1225
22	A	38,529	3,211	1,481.88	19.4985
	B	40,455	3,371	1,555.96	20.4732
	C	42,478	3,540	1,633.77	21.4970
	D	44,602	3,717	1,715.46	22.5719
	E	46,832	3,903	1,801.23	23.7004
23	A	39,492	3,291	1,518.92	19.9858
	B	41,467	3,456	1,594.88	20.9853
	C	43,540	3,628	1,674.62	22.0344
	D	45,717	3,810	1,758.35	23.1361
	E	48,003	4,000	1,846.27	24.2930
24	A	40,479	3,373	1,556.88	20.4853
	B	42,503	3,542	1,634.73	21.5096
	C	44,629	3,719	1,716.50	22.5855
	D	46,860	3,905	1,802.31	23.7146
	E	49,203	4,100	1,892.42	24.9003
25	A	41,491	3,458	1,595.81	20.9975
	B	43,566	3,631	1,675.62	22.0476
	C	45,744	3,812	1,759.38	23.1498
	D	48,032	4,003	1,847.38	24.3077
	E	50,433	4,203	1,939.73	25.5228
26	A	42,529	3,544	1,635.73	21.5228
	B	44,655	3,721	1,717.50	22.5987
	C	46,888	3,907	1,803.38	23.7287
	D	49,232	4,103	1,893.54	24.9150
	E	51,694	4,308	1,988.23	26.1609
27	A	43,592	3,633	1,676.62	22.0607
	B	45,772	3,814	1,760.46	23.1640
	C	48,060	4,005	1,848.46	24.3219
	D	50,463	4,205	1,940.88	25.5380
	E	52,986	4,416	2,037.92	26.8148

Exhibit "A"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
ICEA Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
28	A	44,682	3,724	1,718.54	22.6123
	B	46,916	3,910	1,804.46	23.7429
	C	49,262	4,105	1,894.69	24.9302
	D	51,725	4,310	1,989.42	26.1766
	E	54,311	4,526	2,088.88	27.4853
29	A	45,799	3,817	1,761.50	23.1776
	B	48,089	4,007	1,849.58	24.3365
	C	50,493	4,208	1,942.04	25.5531
	D	53,018	4,418	2,039.15	26.8310
	E	55,669	4,639	2,141.12	28.1726
30	A	46,944	3,912	1,805.54	23.7571
	B	49,291	4,108	1,895.81	24.9448
	C	51,755	4,313	1,990.58	26.1918
	D	54,343	4,529	2,090.12	27.5015
	E	57,060	4,755	2,194.62	28.8765
31	A	48,117	4,010	1,850.65	24.3507
	B	50,523	4,210	1,943.19	25.5683
	C	53,049	4,421	2,040.35	26.8467
	D	55,702	4,642	2,142.38	28.1893
	E	58,487	4,874	2,249.50	29.5987
32	A	49,320	4,110	1,896.92	24.9595
	B	51,786	4,316	1,991.77	26.2075
	C	54,376	4,531	2,091.38	27.5182
	D	57,094	4,758	2,195.92	28.8937
	E	59,949	4,996	2,305.73	30.3386
33	A	50,553	4,213	1,944.35	25.5835
	B	53,081	4,423	2,041.58	26.8629
	C	55,735	4,645	2,143.65	28.2060
	D	58,522	4,877	2,250.85	29.6164
	E	61,448	5,121	2,363.38	31.0972
34	A	51,817	4,318	1,992.96	26.2232
	B	54,408	4,534	2,092.62	27.5344
	C	57,128	4,761	2,197.23	28.9109
	D	59,985	4,999	2,307.12	30.3568
	E	62,984	5,249	2,422.46	31.8745
35	A	53,113	4,426	2,042.81	26.8790
	B	55,768	4,647	2,144.92	28.2227
	C	58,557	4,880	2,252.19	29.6341
	D	61,484	5,124	2,364.77	31.1154
	E	64,559	5,380	2,483.04	32.6716
36	A	54,440	4,537	2,093.85	27.5506
	B	57,162	4,764	2,198.54	28.9281
	C	60,020	5,002	2,308.46	30.3745
	D	63,022	5,252	2,423.92	31.8937
	E	66,173	5,514	2,545.12	33.4884

Exhibit "A"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
ICEA Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
37	A	55,801	4,650	2,146.19	28.2394
	B	58,591	4,883	2,253.50	29.6513
	C	61,521	5,127	2,366.19	31.1341
	D	64,597	5,383	2,484.50	32.6908
	E	67,827	5,652	2,608.73	34.3254
38	A	57,196	4,766	2,199.85	28.9453
	B	60,056	5,005	2,309.85	30.3927
	C	63,059	5,255	2,425.35	31.9124
	D	66,212	5,518	2,546.62	33.5081
	E	69,523	5,794	2,673.96	35.1837
39	A	58,626	4,886	2,254.85	29.6690
	B	61,558	5,130	2,367.62	31.1528
	C	64,635	5,386	2,485.96	32.7100
	D	67,867	5,656	2,610.27	34.3456
	E	71,261	5,938	2,740.81	36.0633
40	A	60,092	5,008	2,311.23	30.4109
	B	63,097	5,258	2,426.81	31.9317
	C	66,251	5,521	2,548.12	33.5278
	D	69,564	5,797	2,675.54	35.2045
	E	73,042	6,087	2,809.31	36.9646
41	A	61,594	5,133	2,369.00	31.1711
	B	64,674	5,390	2,487.46	32.7298
	C	67,908	5,659	2,611.85	34.3664
	D	71,303	5,942	2,742.42	36.0845
	E	74,868	6,239	2,879.54	37.8887
42	A	63,134	5,261	2,428.23	31.9504
	B	66,291	5,524	2,549.65	33.5481
	C	69,605	5,800	2,677.12	35.2252
	D	73,086	6,091	2,811.00	36.9868
	E	76,740	6,395	2,951.54	38.8360
43	A	64,712	5,393	2,488.92	32.7490
	B	67,948	5,662	2,613.38	34.3866
	C	71,345	5,945	2,744.04	36.1058
	D	74,913	6,243	2,881.27	37.9114
	E	78,658	6,555	3,025.31	39.8067
44	A	66,330	5,528	2,551.15	33.5678
	B	69,647	5,804	2,678.73	35.2465
	C	73,129	6,094	2,812.65	37.0086
	D	76,786	6,399	2,953.31	38.8593
	E	80,625	6,719	3,100.96	40.8021
45	A	67,989	5,666	2,614.96	34.4074
	B	71,388	5,949	2,745.69	36.1275
	C	74,957	6,246	2,882.96	37.9337
	D	78,705	6,559	3,027.12	39.8305
	E	82,640	6,887	3,178.46	41.8219

Exhibit "B-1"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IMEA-Misc Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
37	A	55,801	4,650	2,146.19	28.2394
	B	58,591	4,883	2,253.50	29.6513
	C	61,521	5,127	2,366.19	31.1341
	D	64,597	5,383	2,484.50	32.6908
	E	67,827	5,652	2,608.73	34.3254
38	A	57,196	4,766	2,199.85	28.9453
	B	60,056	5,005	2,309.85	30.3927
	C	63,059	5,255	2,425.35	31.9124
	D	66,212	5,518	2,546.62	33.5081
	E	69,523	5,794	2,673.96	35.1837
39	A	58,626	4,886	2,254.85	29.6690
	B	61,558	5,130	2,367.62	31.1528
	C	64,635	5,386	2,485.96	32.7100
	D	67,867	5,656	2,610.27	34.3456
	E	71,261	5,938	2,740.81	36.0633
40	A	60,092	5,008	2,311.23	30.4109
	B	63,097	5,258	2,426.81	31.9317
	C	66,251	5,521	2,548.12	33.5278
	D	69,564	5,797	2,675.54	35.2045
	E	73,042	6,087	2,809.31	36.9646
41	A	61,594	5,133	2,369.00	31.1711
	B	64,674	5,390	2,487.46	32.7298
	C	67,908	5,659	2,611.85	34.3664
	D	71,303	5,942	2,742.42	36.0845
	E	74,868	6,239	2,879.54	37.8887
42	A	63,134	5,261	2,428.23	31.9504
	B	66,291	5,524	2,549.65	33.5481
	C	69,605	5,800	2,677.12	35.2252
	D	73,086	6,091	2,811.00	36.9868
	E	76,740	6,395	2,951.54	38.8360
43	A	64,712	5,393	2,488.92	32.7490
	B	67,948	5,662	2,613.38	34.3866
	C	71,345	5,945	2,744.04	36.1058
	D	74,913	6,243	2,881.27	37.9114
	E	78,658	6,555	3,025.31	39.8067
44	A	66,330	5,528	2,551.15	33.5678
	B	69,647	5,804	2,678.73	35.2465
	C	73,129	6,094	2,812.65	37.0086
	D	76,786	6,399	2,953.31	38.8593
	E	80,625	6,719	3,100.96	40.8021
45	A	67,989	5,666	2,614.96	34.4074
	B	71,388	5,949	2,745.69	36.1275
	C	74,957	6,246	2,882.96	37.9337
	D	78,705	6,559	3,027.12	39.8305
	E	82,640	6,887	3,178.46	41.8219

Exhibit "B-1"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IMEA-Misc Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
46	A	69,688	5,807	2,680.31	35.2672
	B	73,173	6,098	2,814.35	37.0309
	C	76,831	6,403	2,955.04	38.8821
	D	80,673	6,723	3,102.81	40.8264
	E	84,706	7,059	3,257.92	42.8674
47	A	71,430	5,953	2,747.31	36.1488
	B	75,002	6,250	2,884.69	37.9565
	C	78,752	6,563	3,028.92	39.8543
	D	82,690	6,891	3,180.38	41.8472
	E	86,824	7,235	3,339.38	43.9393
48	A	73,216	6,101	2,816.00	37.0526
	B	76,877	6,406	2,956.81	38.9054
	C	80,721	6,727	3,104.65	40.8507
	D	84,757	7,063	3,259.88	42.8932
	E	88,995	7,416	3,422.88	45.0380
49	A	75,047	6,254	2,886.42	37.9793
	B	78,799	6,567	3,030.73	39.8780
	C	82,739	6,895	3,182.27	41.8720
	D	86,876	7,240	3,341.38	43.9656
	E	91,220	7,602	3,508.46	46.1640
50	A	76,923	6,410	2,958.58	38.9286
	B	80,769	6,731	3,106.50	40.8750
	C	84,807	7,067	3,261.81	42.9185
	D	89,048	7,421	3,424.92	45.0648
	E	93,500	7,792	3,596.15	47.3178
51	A	78,846	6,571	3,032.54	39.9018
	B	82,788	6,899	3,184.15	41.8968
	C	86,928	7,244	3,343.38	43.9919
	D	91,274	7,606	3,510.54	46.1913
	E	95,838	7,987	3,686.08	48.5010
52	A	80,817	6,735	3,108.35	40.8993
	B	84,858	7,072	3,263.77	42.9443
	C	89,101	7,425	3,426.96	45.0916
	D	93,556	7,796	3,598.31	47.3462
	E	98,234	8,186	3,778.23	49.7136
53	A	82,837	6,903	3,186.04	41.9216
	B	86,979	7,248	3,345.35	44.0177
	C	91,328	7,611	3,512.62	46.2186
	D	95,895	7,991	3,688.27	48.5299
	E	100,689	8,391	3,872.65	50.9560
54	A	84,908	7,076	3,265.69	42.9696
	B	89,154	7,430	3,429.00	45.1184
	C	93,611	7,801	3,600.42	47.3740
	D	98,292	8,191	3,780.46	49.7429
	E	103,207	8,601	3,969.50	52.2303

Exhibit "B-1"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IMEA-Misc Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
55	A	87,031	7,253	3,347.35	44.0440
	B	91,383	7,615	3,514.73	46.2465
	C	95,952	7,996	3,690.46	48.5587
	D	100,749	8,396	3,874.96	50.9863
	E	105,787	8,816	4,068.73	53.5359
56	A	89,207	7,434	3,431.04	45.1452
	B	93,667	7,806	3,602.58	47.4023
	C	98,351	8,196	3,782.73	49.7728
	D	103,268	8,606	3,971.85	52.2611
	E	108,431	9,036	4,170.42	54.8740
57	A	91,437	7,620	3,516.81	46.2738
	B	96,009	8,001	3,692.65	48.5876
	C	100,809	8,401	3,877.27	51.0167
	D	105,850	8,821	4,071.15	53.5678
	E	111,142	9,262	4,274.69	56.2460
58	A	93,723	7,810	3,604.73	47.4307
	B	98,409	8,201	3,784.96	49.8021
	C	103,330	8,611	3,974.23	52.2925
	D	108,496	9,041	4,172.92	54.9069
	E	113,921	9,493	4,381.58	57.6523
59	A	96,066	8,006	3,694.85	48.6164
	B	100,869	8,406	3,879.58	51.0471
	C	105,913	8,826	4,073.58	53.5997
	D	111,208	9,267	4,277.23	56.2794
	E	116,769	9,731	4,491.12	59.0936
60	A	98,468	8,206	3,787.23	49.8320
	B	103,391	8,616	3,976.58	52.3234
	C	108,561	9,047	4,175.42	54.9398
	D	113,989	9,499	4,384.19	57.6867
	E	119,688	9,974	4,603.38	60.5709
61	A	100,929	8,411	3,881.88	51.0774
	B	105,976	8,831	4,076.00	53.6316
	C	111,275	9,273	4,279.81	56.3133
	D	116,838	9,737	4,493.77	59.1285
	E	122,680	10,223	4,718.46	62.0850
62	A	103,453	8,621	3,978.96	52.3548
	B	108,625	9,052	4,177.88	54.9722
	C	114,056	9,505	4,386.77	57.7206
	D	119,759	9,980	4,606.12	60.6068
	E	125,747	10,479	4,836.42	63.6371
63	A	106,039	8,837	4,078.42	53.6635
	B	111,341	9,278	4,282.35	56.3467
	C	116,908	9,742	4,496.46	59.1640
	D	122,753	10,229	4,721.27	62.1220
	E	128,891	10,741	4,957.35	65.2282

Exhibit "B-1"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IMEA-Misc Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
64	A	108,690	9,058	4,180.38	55.0051
	B	114,124	9,510	4,389.38	57.7551
	C	119,831	9,986	4,608.88	60.6432
	D	125,822	10,485	4,839.31	63.6751
	E	132,113	11,009	5,081.27	66.8588
65	A	111,407	9,284	4,284.88	56.3801
	B	116,977	9,748	4,499.12	59.1989
	C	122,826	10,236	4,724.08	62.1589
	D	128,968	10,747	4,960.31	65.2672
	E	135,416	11,285	5,208.31	68.5304
66	A	114,192	9,516	4,392.00	57.7895
	B	119,902	9,992	4,611.62	60.6791
	C	125,897	10,491	4,842.19	63.7131
	D	132,192	11,016	5,084.31	66.8988
	E	138,801	11,567	5,338.50	70.2434
67	A	117,047	9,754	4,501.81	59.2343
	B	122,899	10,242	4,726.88	62.1959
	C	129,044	10,754	4,963.23	65.3057
	D	135,497	11,291	5,211.42	68.5714
	E	142,271	11,856	5,471.96	71.9995
68	A	119,973	9,998	4,614.35	60.7151
	B	125,972	10,498	4,845.08	63.7510
	C	132,271	11,023	5,087.35	66.9388
	D	138,884	11,574	5,341.69	70.2854
	E	145,828	12,152	5,608.77	73.7996
69	A	122,973	10,248	4,729.73	62.2333
	B	129,121	10,760	4,966.19	65.3446
	C	135,577	11,298	5,214.50	68.6118
	D	142,356	11,863	5,475.23	72.0425
	E	149,474	12,456	5,749.00	75.6447
70	A	126,047	10,504	4,847.96	63.7890
	B	132,349	11,029	5,090.35	66.9782
	C	138,967	11,581	5,344.88	70.3274
	D	145,915	12,160	5,612.12	73.8436
	E	153,211	12,768	5,892.73	77.5359
71	A	129,198	10,767	4,969.15	65.3836
	B	135,658	11,305	5,217.62	68.6528
	C	142,441	11,870	5,478.50	72.0855
	D	149,563	12,464	5,752.42	75.6898
	E	157,041	13,087	6,040.04	79.4742
72	A	132,428	11,036	5,093.38	67.0182
	B	139,049	11,587	5,348.04	70.3689
	C	146,002	12,167	5,615.46	73.8877
	D	153,302	12,775	5,896.23	77.5820
	E	160,967	13,414	6,191.04	81.4610

Exhibit "B-2"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IMEA-Safety Employee (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
64	A	110,864	9,239	4,264.00	56.1053
	B	116,407	9,701	4,477.19	58.9104
	C	122,227	10,186	4,701.04	61.8558
	D	128,339	10,695	4,936.12	64.9489
	E	134,755	11,230	5,182.88	68.1959
65	A	113,635	9,470	4,370.58	57.5076
	B	119,317	9,943	4,589.12	60.3831
	C	125,283	10,440	4,818.58	63.4023
	D	131,547	10,962	5,059.50	66.5724
	E	138,124	11,510	5,312.46	69.9008
66	A	116,476	9,706	4,479.85	58.9453
	B	122,300	10,192	4,703.85	61.8927
	C	128,415	10,701	4,939.04	64.9873
	D	134,836	11,236	5,186.00	68.2368
	E	141,577	11,798	5,445.27	71.6483
67	A	119,388	9,949	4,591.85	60.4190
	B	125,357	10,446	4,821.42	63.4398
	C	131,625	10,969	5,062.50	66.6118
	D	138,207	11,517	5,315.65	69.9428
	E	145,117	12,093	5,581.42	73.4398
68	A	122,373	10,198	4,706.65	61.9297
	B	128,491	10,708	4,941.96	65.0258
	C	134,916	11,243	5,189.08	68.2773
	D	141,662	11,805	5,448.54	71.6913
	E	148,745	12,395	5,720.96	75.2758
69	A	125,432	10,453	4,824.31	63.4777
	B	131,704	10,975	5,065.54	66.6518
	C	138,289	11,524	5,318.81	69.9843
	D	145,203	12,100	5,584.73	73.4833
	E	152,463	12,705	5,863.96	77.1574
70	A	128,568	10,714	4,944.92	65.0648
	B	134,996	11,250	5,192.15	68.3178
	C	141,746	11,812	5,451.77	71.7338
	D	148,833	12,403	5,724.35	75.3203
	E	156,275	13,023	6,010.58	79.0865
71	A	131,782	10,982	5,068.54	66.6913
	B	138,371	11,531	5,321.96	70.0258
	C	145,290	12,108	5,588.08	73.5273
	D	152,554	12,713	5,867.46	77.2034
	E	160,182	13,349	6,160.85	81.0638
72	A	135,077	11,256	5,195.27	68.3588
	B	141,830	11,819	5,455.00	71.7763
	C	148,922	12,410	5,727.77	75.3654
	D	156,368	13,031	6,014.15	79.1336
	E	164,186	13,682	6,314.85	83.0901

Exhibit "C-1"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IPOA-Safety Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
48	A	74,321	6,193	2,858.50	35.7313
	B	78,038	6,503	3,001.46	37.5183
	C	81,939	6,828	3,151.50	39.3938
	D	86,036	7,170	3,309.08	41.3635
	E	90,338	7,528	3,474.54	43.4317
49	A	76,180	6,348	2,930.00	36.6250
	B	79,989	6,666	3,076.50	38.4563
	C	83,988	6,999	3,230.31	40.3788
	D	88,187	7,349	3,391.81	42.3976
	E	92,597	7,716	3,561.42	44.5178
50	A	78,084	6,507	3,003.23	37.5404
	B	81,988	6,832	3,153.38	39.4173
	C	86,088	7,174	3,311.08	41.3885
	D	90,392	7,533	3,476.62	43.4577
	E	94,912	7,909	3,650.46	45.6308
51	A	80,036	6,670	3,078.31	38.4788
	B	84,038	7,003	3,232.23	40.4029
	C	88,240	7,353	3,393.85	42.4231
	D	92,652	7,721	3,563.54	44.5442
	E	97,284	8,107	3,741.69	46.7712
52	A	82,037	6,836	3,155.27	39.4409
	B	86,139	7,178	3,313.04	41.4130
	C	90,446	7,537	3,478.69	43.4837
	D	94,968	7,914	3,652.62	45.6577
	E	99,717	8,310	3,835.27	47.9409
53	A	84,088	7,007	3,234.15	40.4269
	B	88,292	7,358	3,395.85	42.4481
	C	92,707	7,726	3,565.65	44.5707
	D	97,342	8,112	3,743.92	46.7990
	E	102,209	8,517	3,931.12	49.1389
54	A	86,190	7,183	3,315.00	41.4375
	B	90,500	7,542	3,480.77	43.5096
	C	95,025	7,919	3,654.81	45.6851
	D	99,776	8,315	3,837.54	47.9692
	E	104,765	8,730	4,029.42	50.3678

Exhibit "C-1"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IPOA-Safety Employees (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
55	A	88,345	7,362	3,397.88	42.4736
	B	92,762	7,730	3,567.77	44.5971
	C	97,400	8,117	3,746.15	46.8269
	D	102,270	8,523	3,933.46	49.1683
	E	107,384	8,949	4,130.15	51.6269
56	A	90,554	7,546	3,482.85	43.5356
	B	95,081	7,923	3,656.96	45.7120
	C	99,835	8,320	3,839.81	47.9976
	D	104,827	8,736	4,031.81	50.3976
	E	110,068	9,172	4,233.38	52.9173
57	A	92,817	7,735	3,569.88	44.6236
	B	97,458	8,122	3,748.38	46.8548
	C	102,331	8,528	3,935.81	49.1976
	D	107,448	8,954	4,132.62	51.6577
	E	112,820	9,402	4,339.23	54.2404
58	A	95,138	7,928	3,659.15	45.7394
	B	99,895	8,325	3,842.12	48.0264
	C	104,889	8,741	4,034.19	50.4274
	D	110,134	9,178	4,235.92	52.9490
	E	115,641	9,637	4,447.73	55.5966
59	A	97,516	8,126	3,750.62	46.8827
	B	102,392	8,533	3,938.15	49.2269
	C	107,512	8,959	4,135.08	51.6885
	D	112,887	9,407	4,341.81	54.2726
	E	118,532	9,878	4,558.92	56.9865

Exhibit "C-2"

Salary Schedule Effective July 1, 2019
and Continues to be In Force on July 1, 2020
IPOA-Misc (Dispatchers) (2.0%)

Range	Step	Yearly Salary	Monthly Salary	Bi-weekly Salary	Hourly Salary
35	A	52,344	4,362	2,013.23	25.1654
	B	54,961	4,580	2,113.88	26.4236
	C	57,709	4,809	2,219.58	27.7447
	D	60,595	5,050	2,330.58	29.1322
	E	63,625	5,302	2,447.12	30.5889
36	A	53,653	4,471	2,063.58	25.7947
	B	56,335	4,695	2,166.73	27.0841
	C	59,152	4,929	2,275.08	28.4385
	D	62,110	5,176	2,388.85	29.8606
	E	65,215	5,435	2,508.27	31.3534
37	A	54,994	4,583	2,115.15	26.4394
	B	57,744	4,812	2,220.92	27.7615
	C	60,631	5,053	2,331.96	29.1495
	D	63,662	5,305	2,448.54	30.6067
	E	66,846	5,571	2,571.00	32.1375

SA ITEM 1A1

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

MARCH 24, 2021
WEDNESDAY
8:22 P.M.

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

ROLL CALL:

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

Absent: Councilmember Mark A. Breceda

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Brandi Jones, Senior Planner; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda made allegations of Municipal Code violations at a local restaurant.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held March 10, 2021

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved

END OF CONSENT CALENDAR

NEW BUSINESS None.

PUBLIC HEARINGS None.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:25 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

HA ITEM 1A1

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

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

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

ROLL CALL:

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

Also present: William Tam, Executive Director; Adrian Guerra, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Brandi Jones, Senior Planner; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Assistant Authority Secretary

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda expressed her unmitigated affection for Board Attorney Guerra.

CONSENT CALENDAR

No items for approval; no action necessary.

NEW BUSINESS

ITEM NO. 2A
COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2020

COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2020 (Presented as a joint item of the City Council, Successor Agency, and Reclamation Authority Items 2A)

DIRECTOR CARREON

Director Carreon introduced the report and presented Brian Gruber with Lance, Soll, and Lunghard, the city's auditing firm, who made a PowerPoint presentation.

DENA ZEPEDA

Dena Zepeda asked whether the firm also audited staff and management, as well as the Recreation Department's budget, to which Mr. Gruber advised that the audit covered all city departments and activities, with a focus on financial reporting. He added that the audit also ensures that the budget that was adopted by the Council is being reported on the city's financial statements.

CARMEN ROMAN

Carmen Roman stated her opinion that the financial documentation prepared by the Finance Department contains mistakes, and questioned the procedures that the auditing firm undertakes for its audit, to which Mr. Gruber responded by saying that the audit includes

the financial statements produced by the Finance Department, including the city's general ledger, and that the audit includes tests and verifications of the accounting methods utilized by the city.

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Garcia, to receive and accept the Comprehensive Annual Financial Report and Supplemental Audit Letters for the Fiscal year ended June 30, 2020. The motion was unanimously approved.

ITEM NO. 2B
DISCUSSION OF 45-YEAR AFFORDABLE HOUSING COVENANT

DISCUSSION OF 45-YEAR AFFORDABLE HOUSING COVENANT

BOARD ATTORNEY GUERRA

Board Attorney Guerra presented the staff report.

DENA ZEPEDA

Dena Zepeda expressed her disappointment in the inability to modify the 45-year covenant.

CARMEN ROMAN

Carmen Roman stated her belief that the 45-year covenant was not clearly conveyed to program participants when they signed up, alleged that dishonest program participants are profiting of the program, and suggested that the city help low income participants with financial assistance to beautify or repair their homes.

DENA ZEPEDA

Dena Zepeda said she was treated unfairly when she participated in a housing program.

BOARD ATTORNEY GUERRA

Board Attorney Guerra responded to comments made by stating that the "clock" on the 45-year covenant on a participating property would not reset when the property is transferred to a qualifying applicant. He also noted that the covenant issue could be brought up to state representatives in an effort to have the state requirement modified.

CHAIR ORTIZ, BOARD MEMBER AMBRIZ, AND VICE CHAIR BURROLA

Chair Ortiz, Board Member Ambriz, and Vice Chair Burrola suggested that Board Attorney Guerra's suggestion be carried out.

BOARD MEMBER BRECEDA

Board Member Breceda agreed that the 45-year covenant is unfortunate, and stated his understanding that the state implemented this requirement due to individuals profiting off the program during a period of time when the covenant period was significantly shorter, which was not the intent. He expressed his desire that the 45-year covenant could be shortened, but said he was not very hopeful that it would be.

DIANA DIAZ

Diana Diaz stated that the 45-year covenant is extraordinarily long, especially for seniors who participated in the program. She expressed her belief that the covenant was not sufficiently disclosed to program participants, or that participants did not fully understand the ramifications of participating.

MOTION

A motion was made by Board Member Ambriz, seconded by Board Member Breceda, to receive and file the report. The motion was unanimously approved.

ITEM NO. 2C
EQUITY SHARING

EQUITY SHARING

BOARD ATTORNEY GUERRA

Board Attorney Guerra discussed the staff report.

CARMEN ROMAN

Carmen Roman agreed that the Housing Authority should look into reducing the amount of equity that the city would retain on the sale of housing units that participated in housing programs.

CAMILLE DIAZ

Camille Diaz spoke in favor of changing the current equity sharing provisions to make them more favorable for homeowners.

DIANA DIAZ

Diana Diaz spoke on the consequences of current equity sharing provisions on her mother's property, and concurred that current requirements were structured unfairly for residents.

BOARD MEMBER AMBRIZ

Board Member Ambriz suggested following the same model that is used in Elk Grove, where the city would retain 3% equity and the homeowner would retain 97% equity on the sale of the home.

BOARD MEMBER BRECEDA

Board Member Breceda concurred, and stated that the provisions under current housing programs need to be modified since they are actually hurting homeowners. He suggested directing staff to further research options and return with a report as soon as possible.

VICE CHAIR BURROLA

Vice Chair Burrola agreed that the current equity sharing requirements are hurting residents. He suggested that residents should be able to submit paperwork and indicate to the Housing Authority Board why they need additional equity on their homes, to which Board Attorney Guerra suggested that, instead of hearing requests on a case-by-case basis, that a uniform policy be established which would apply to all housing programs.

Vice Chair Burrola also asked how equity would be distributed amongst the survivors of deceased homeowners, to which Board Attorney Guerra advised that those decisions would be up to the survivors to work out for themselves.

MOTION	A motion was made by Board Member Ambriz to direct that equity sharing provisions for housing programs be modified so that homeowners would keep 97% equity while the Housing Authority would keep 3% equity, to which Board Attorney Guerra requested additional time to conduct research in order to ensure that equity sharing provisions maintain housing affordability while still protecting the Housing Authority's investment.
MOTION	A motion was made by Board Member Breceda, seconded by Vice Chair Burrola, to direct staff to research available options to determine and implement the highest amount of equity that could be shared with housing program participants.
CHAIR ORTIZ	Chair Ortiz agreed and suggested holding a special meeting, if necessary, to determine available options as soon as possible.
ANJELICA TORRES	Angelica Torres, who indicated that she is a potential homebuyer for the new housing units being built near Mountain Avenue in Irwindale, requested that the Board look into changing the program's current equity sharing terms to favor homebuyers.
ROLL CALL	The above-mentioned motion was unanimously approved.
RECESS	At 9:34 p.m., the Board took a short recess.
RECONVENE	At 9:42 p.m., the Board reconvened with all members present.
<u>ITEM NO. 2D</u> REQUEST FOR SUBORDINATION - 16024 CALLE DE PASEO; CONVERSION OF 4820 BACA AVE. TO RENTAL UNIT, AND OWNER-OCCUPYING 16024 CALLE DE PASEO	1) CONSIDERATION OF APPROVAL OF REQUEST FOR SUBORDINATION OF LOW AND MODERATE INCOME HOME IMPROVEMENT LOAN REGARDING 16024 CALLE DE PASEO; 2) CONSIDERATION OF APPROVAL OF CONVERSION OF FIRST TIME HOMEBUYER PROGRAM LOAN UNIT REGARDING 4820 BACA AVENUE TO RENTAL UNIT AND OWNER-OCCUPYING HOME UNDER LOW AND MODERATE INCOME HOME IMPROVEMENT LOAN PROGRAM REGARDING 16024 CALLE DE PASEO
BOARD ATTORNEY GUERRA	Board Attorney Guerra explained the conflicts of interest that several Board Members have with this item, and advised that he would first provide a general overview of the entire scenario, during which the entire Board may remain. However, the Board Members with conflicts of interest with the respective properties would need to recuse themselves and exit the Council Chambers before specific details are discussed regarding said properties. He then presented a general overview of the staff report, with a correction to note the subordination amount of $150,000 delineated in the staff report being corrected to reflect $190,000.

BOARD MEMBER GARCIA AND VICE CHAIR BURROLA

Board Member Garcia and Vice Chair Burrola declared potential conflicts of interest with the Calle de Paseo property, recused themselves from discussing the subject, and exited the Council Chambers at 9:51 p.m.

RECESS

The Board recessed at 9:51 p.m. to determine whether Board Member Breceda also had a conflict on the Calle de Paseo property.

RECONVENE

At 9:55 p.m., the Board reconvened with Board Members Ambriz and Breceda and Chair Ortiz present.

BOARD ATTORNEY GUERRA

Board Attorney Guerra advised that Board Member Breceda also appears to potentially have a conflict of interest with the Calle de Paseo property. As such, straws were drawn to determine which of the three Board Members with conflicts may remain to further discuss the subject. Board Member Garcia drew the short straw, and as such, was permitted to participate in discussing this matter, with Board Member Breceda and Vice Chair Burrola recusing themselves.

BOARD MEMBER BRECEDA

Board Member Breceda declared a potential conflict of interest with the Calle de Paseo property, recused himself from discussing the subject, and exited the Council Chambers at 9:57 p.m.

BOARD ATTORNEY GUERRA

Board Attorney Guerra resumed his presentation of the staff report and discussed the matter's specifics as well as staff's recommendations.

BOARD MEMBER GARCIA

Board Member Garcia asked whether the applicant fully understood the ramifications of the actions being taken and the documents she is signing, to which Board Attorney Guerra confirmed that she does understand.

MOTION

A motion was made by Board Member Ambriz, seconded by Chair Ortiz, to 1) approve the request by Dolores Barbosa for the Housing Authority to subordinate its loan to a new loan made in refinancing, subject to (i) all conditions established by the Irwindale Housing Authority's Low and Moderate Income Home Improvement Guidelines (ii) removal of the liens noted in Footnote 2, and (iii) Dolores Barbosa submitting written documentation associated with all subordination requests; 2) authorize the Executive Director to execute the Subordination Agreement to effectuate the subordination, approved as to form by the Agency Counsel with allowance to make non-substantive revisions as needed; 3) determine that the requested cash-out associated with the subordination request is acceptable; 4) determine that the Board will allow a homeowner to own two affordable housing units within the Authority's various affordable housing programs where one of the homes is inherited; 5) approve the First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restriction, and related First Restated

and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignment of Rents, with respect to 4820 Baca Avenue property; 6) the Chair was authorized to execute the First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions with respect to 4820 Baca Avenue property, approved as to form by the Agency Counsel with allowance to make non-substantive revisions, including to the restated note and deed of trust, as needed; 7) approve the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants and Restrictions, and related First Restated and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignments of Rents, with respect to 16024 Calle de Paseo property; 8) authorize the Chair to execute the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants and Restrictions with respect to 16024 Calle de Paseo property, approved as to form by the Agency Counsel with allowance to make non-substantive revisions, including to the restated note and deed of trust, as needed; 9) determine that Dolores Barbosa's proposed conversion of 4820 Baca Avenue home into rental unit and request to permit assumption of rights and obligations with respect to property located at 16024 Calle de Paseo, is acceptable, with the covenant for the Baca property being extended from 45 years to 55 years as a rental unit; 10) determine that the use of Dolores Barbosa's 2014 income may be used in connection with any income certification for the Calle de Paseo property. The motion was unanimously approved; Board Member Breceda and Vice Chair Burrola absent.

BOARD ATTORNEY GUERRA

Board Attorney Guerra advised that staff will return with formal policy documents to codify the policy determinations, in order to apply the policy consistently across the board.

ADJOURNMENT

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

_____

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

HA ITEM 1B

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

City of IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Consideration of Approval – Subordination of Home Purchase Loan at 4610 Nora Avenue

Executive Director's Recommendation:

1) Approve the request by Michael and Jeanette Davila for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies and Procedures for the Mayans Housing Purchase Program; and

2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Armando Hegdahl, Management Analyst
(626) 430-2201

Reviewed by:

Adrian Guerra, Authority Counsel

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

Background and Analysis:

1) As part of the Irwindale Housing Authority Mayans Low and Moderate Income Housing Purchase Program ("Mayans Program"), the Irwindale Housing Authority ("Authority") received a written request from Michael and Jeanette Davila ("Owners") for the Authority to subordinate its loan ("Authority Loan") made to Owners, secured by a deed of trust recorded with the Recorder's Office ("Authority Deed of Trust"), in connection with a proposed refinance of Owners' existing mortgage ("Current Private Mortgage") for the property located at 4610 Nora Avenue without taking any cash out. The original loan amount for the Current Private Mortgage was for $306,419.00, the new loan ("New Loan") would be for the amount of $300,440, and the balance of the Authority Loan as of June 30, 2020, was $136,401.95.

2) Any subordination of the Authority Loan to the New Loan for the proposed refinance will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via a subordination agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full. It should be noted, however, that the Mayans Program Guidelines ("Guidelines") provide that all Authority loans are to remain in second lien position (the "Authority will provide second trust deed financing") and based thereon, the Authority Loan is currently in second lien position with respect to the Current Private Mortgage and any Authority agreement to subordinate to the New Loan essentially places the Authority in the same lien priority position as the status quo. [1]

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

Fiscal Impact:

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

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

APN: 8417-002-080
RECORDING REQUESTED BY:

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

ESCROW NO:
TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

APN: 8417-002-080

SUBORDINATION AGREEMENT

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

THIS AGREEMENT, is made April 14, 2021, by MICHAEL DAVILA and JEANETTE DAVILA, husband and wife as joint tenants, owners of the land hereinafter described and hereinafter referred to as "Owners," and IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, present owner and holder of the Regulatory Agreement and Declaration of Covenants and Restrictions ("Affordable Housing Agreement") and Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Agency Deed of Trust"), both dated July 25, 2018, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owners did execute the Agency Deed of Trust in favor of the IRWINDALE HOUSING AUTHORITY to First American Title Company, Trustee, which Agency Deed of Trust was recorded on August 1, 2018 as document no. 20180772270, and Owners did execute the Affordable Housing Agreement in favor of IRWINDALE HOUSING AUTHORITY, which Affordable Housing Agreement was recorded on August 1, 2018 as document no. 20180772268, Official Records of said county covering:

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

PARCEL A:

PARCEL 1, OF PARCEL MAP NO. 72834, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 389 PAGES 50, 51 AND 52 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

NONEXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, DRAINAGE, SEWER AND WATER AND FOR CONSTRUCTION AND MAINTENANCE OF ALL INFRASTRUCTURE PURPOSES OVER AND ACROSS PARCELS 2 AND 3 OF PARCEL MAP NO. 73834, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 389 PAGES 50, 51 AND 52 OF PARCELS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

WHEREAS, Owners have executed, or are about to execute, a Deed of Trust and note not to exceed the sum of THREE HUNDRED THOUSAND FOUR HUNDRED FORTY DOLLARS AND 00/100 ($300,440.00), dated not later than May 31, 2021, in favor of

FREEDOM MORTGAGE CORPORATION

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

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

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

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

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

(1) That said Lender Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement above mentioned.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Agency Deed of Trust and Affordable Housing Agreement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

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

(B) An endorsement has been placed upon the note secured by the Agency Deed of Trust and Affordable Housing Agreement first above mentioned that said Agency Deed of Trust and Affordable Housing Agreement have by this instrument been subordinated to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to.

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

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

"BENEFICIARY"

IRWINDALE HOUSING AUTHORITY, a public body,
corporate and politic

_____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian Guerra, Authority Counsel

"OWNERS"

MICHAEL DAVILA

_____
Michael Davila

JEANETTE DAVILA

_____
Jeanette Davila

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

STATE OF CALIFORNIA)
) §
County of _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
) §
County of _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

HA ITEM 1C

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

City of IRWINDALE
AGENDA REPORT

Date: April 14, 2021

To: Honorable Chair and Members of the Housing Authority Board

From: William K. Tam, Executive Director

Issue: IMD Enterprises, LLC – Loan Extension Request

Executive Director's Recommendation:

1) Approve the request by IMD Enterprises, LLC to extend the term of the Original Loan for the Amended and Restated Unsecured Promissory Note (Amended Note) to be repaid until June 30, 2021; and

2) Authorize Authority Counsel to prepare all relevant loan extension documents to extend the term of the loan, with all costs to be reimbursed by IMD Enterprises, LLC; and

3) Authorize the Executive Director to execute same subject to Authority Counsel approval as to form, subject to the requirement that all said documents must be executed by all parties by May 5, 2021.

Prepared and Submitted by:

William K. Tam, Executive Director
(626) 430-2217

Reviewed by:

Adrian Guerra, Authority Counsel — *Electronically Approved*

Eva Carreon, Finance Director/Treasurer

Approved by:

William K. Tam, Executive Director

Analysis:

1. On August 14, 2019, the Authority approved the Amended and Restated Unsecured Promissory Note amending the terms of the Original Loan (Amended Note). The Amended Note was to be repaid upon the earlier of July 1, 2020 or the sale of the first five homes sold at the Mountain Avenue site. The note included a 5% annual interest and a late interest rate of 8% per annum.

2. During the last 12 months, IMD had been working aggressively to complete the construction of the seven homes on Mountain Avenue; nevertheless, due to the COVID-19 pandemic, IMD experienced many delays that impacted its ability to complete the seven homes per the original approved schedule. On February 11, 2021, the Housing Authority issued IMD an invoice for the repayment of the Amended Note that was due and payable and deemed "late" as of July 1, 2020.

3. On February 26, 2021, staff received a letter from IMD requesting an extension on the Amended Note to be paid until June 30, 2021.

4. Realizing that the latest construction schedule provided by IMD shows that its projected completion of the seven homes is June 2021, staff is recommending the Authority to extend the term of the Amended Note to June 30, 2021. All other terms of the loan would remain the same, including the 5% interest per annum and 8% "late" interest to be enforced from July 1, 2020.

Fiscal Impact:

Funds for the loan are included in the Low and Moderate Income Housing Fund Balance listed under Loans Receivable.

Attachments:

1. February 26, 2021 IMD Request Letter
2. February 11, 2021 City invoice to IMD

IMD Enterprises, LLC
22343 La Palma Avenue, Suite 132
Yorba Linda, CA 92887
Phone 714.692.1900
Fax 714.692.1933

February 26,2021

William Tam
City Manager
5050 N. Irwindale Ave
Irwindale, CA 91706

Re: Affordable Housing Project – Loan Extension Request

Dear William,

I am formalizing my request that I emailed you on February 11, 2021, to extend the promissory note until June 30, 2021. We are currently scheduled to have the Notice of Completions for these seven homes on May 31, 2021. This will give us 30 days from the time of completion to closing the escrow on these homes to pay off the promissory note.

As you know, this promissory note is to be paid off upon the sale of the first five homes on Mountain Ave. We have been working diligently to complete the construction of the new street and homes, but have experienced many delays related to COVID-19 that have majorly impacted the timing of completion.

Thank you for your attention to this matter and processing my request. Should you have any questions, please contact me directly at 714.673.4812.

Thank you,

Ismael Mayans
President

INVOICE

IRWINDALE HOUSING AUTHORITY
5050 N. Irwindale Ave.
Irwindale, CA 91706
Phone (626) 430-2200

INVOICE #: 2021-003

INVOICE DATE: 2/11/2021

TO:
IMD Enterprises, LLC Attn: Ismael Mayans 22343 La Palma Avenue, Suite 132 Yorba Linda, CA 92887

DUE DATE:	2/25/2021

Description	Amount
Demand for Payment Balance due on Loan outstanding for preconstruction costs associated with the Mayans Housing Project	
Per Promissory Note Dated 8/14/2019:	
Principal	451,080.00
Annual Interest through 2/1/2020	33,120.39
Late Interest through 2/1/2020	22,915.61
Interest is applied monthly. To avoid additional interest charges, please submit payment to the Finance Dept by the Due Date listed above.	
Total Due:	**507,116.00**

Make checks payable to City of Irwindale

If you have any questions concerning this invoice, please contact Eva Carreon, Director of Finance at (626) 430-2221

IMD Enterprises, LLC

Promissory Note - Loan Schedule

Note Date: 8/14/2019

Maturity Date: 7/1/2020

5% Annual Interest Rate on Outstanding Principal - Per Promissory Note Section 3.1

8% Annual Late Interest Rate - Per Promissory Note Section 4, on Outstanding Principal & Interest

Date	Principal Beg Balance	Regular Interest 5% Annual Rate	Late Interest 8% Annual Rate	Running Balance	
8/14/2019	451,080.00			451,080.00	Promissory Note Date
9/1/2019		1,112.25		452,192.25	Interest prorated for partial month
10/1/2019		1,853.75		454,046.01	
11/1/2019		1,915.55		455,961.55	
12/1/2019		1,853.75		457,815.30	
1/1/2020		1,915.55		459,730.85	
2/1/2020		1,915.55		461,646.39	
3/1/2020		1,730.17		463,376.56	
4/1/2020		1,915.55		465,292.11	
5/1/2020		1,853.75		467,145.86	
6/1/2020		1,915.55		469,061.41	
7/1/2020		1,853.75		470,915.16	Maturity Date (Due Date) - No Payment Received
8/1/2020		1,915.55	3,199.64	476,030.35	8% Late Interest Starts
9/1/2020		1,915.55	3,234.40	481,180.29	
10/1/2020		1,853.75	3,163.93	486,197.97	
11/1/2020		1,915.55	3,303.48	491,417.00	
12/1/2020		1,853.75	3,231.24	496,501.99	
1/1/2021		1,915.55	3,373.49	501,791.03	
2/1/2021		1,915.55	3,409.43	507,116.00	
				507,116.00	
				507,116.00	
Totals	**451,080.00**	**33,120.39**	**22,915.61**	**507,116.00**	