

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

HOUSING AUTHORITY

JULY 14, 2021

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

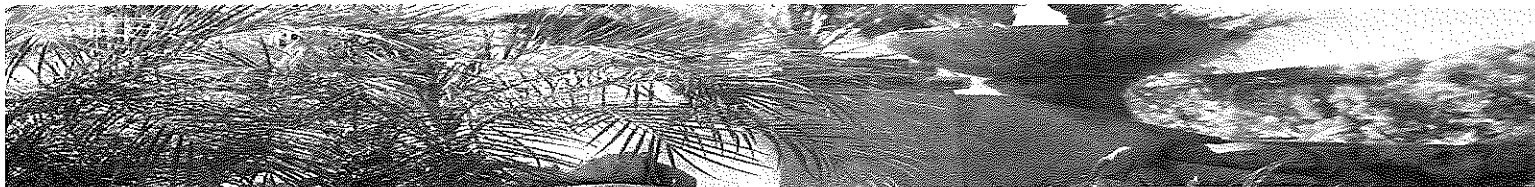
IRWINDALE CITY COUNCIL CHAMBER

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 because 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://us02web.zoom.us/j/87104592389>



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



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

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. RECESS TO CLOSED SESSION

1. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: William Tam, City Manager; Adrian Guerra, Legal
Counsel; Mary Hull, Human Resources Manager

Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented Employees

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: City of Baldwin Park vs. City of Irwindale, et. al.

Case Number: Los Angeles County Superior Court Case BS163400 (Lead Case) [Consolidated with
BS171622] [Related to BS163450 and BS171509]

Name of Case: City of Irwindale v. Nu-Way, Industries, Inc., et al.

Case Number: KC068677

3. Conference with Legal Counsel – Exposure to Litigation (City Council)

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

Administration of Oath of Office to Irwindale Police Officer Steven Ortiz

Community Development Office Specialist Jesus Hernandez

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

Oath of Office to newly appointed Planning Commissioner Suzanne Gomez

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

None for approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Resident Vision Plan – Approval of Renewal Agreement with VSP

Recommendation: Approve a two-year renewal agreement with VSP for the Resident Vision Program and authorize the City Manager to execute the renewal agreement.

Department: Administration

D. Approval of Resolutions Relating to Compensation and Benefits for City Employees and Approval of New and Updated Job Classifications

Recommendation: (1) **Adopt Resolution No. 2021-54-3266** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS AND APPROVING UPDATES TO EXISTING JOB SPECIFICATIONS"; and (2) **Adopt Resolution No. 2021-53-3265** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-29-3241, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES".

Department: Administration / Human Resources

E. Southern California Edison LED Street Lighting Upgrades in the City of Irwindale

Recommendation: Authorize the City Manager to execute Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement between Southern California Edison and the City of Irwindale.

Department: Public Services

- F. Amendment No. 1 to Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Neighborhood Coyote Program

Recommendation: Approve and authorize the City Manager to execute subject to City Attorney approval as to form, Amendment No. 1 to Memorandum of Agreement with the San Gabriel Valley Council of Governments and the City of Irwindale for participation in the San Gabriel Valley Neighborhood Coyote Program.

Department: Public Services

- G. Award of Contract for Tree Trimming, Maintenance and Arborist Inspection Services

Recommendation: (1) **Adopt Resolution No. 2021-60-3272** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ADDITIONAL APPROPRIATION FOR TREE TRIMMING, MAINTENANCE, AND ARBORIST INSPECTION SERVICES FOR FISCAL YEAR 2021/2022" and (2) Authorize the City Manager to execute, subject to City Attorney approval as to form, a three-year contract agreement with West Coast Arborist for City-wide Tree Trimming, Maintenance, and Arborist Inspection Services with an option for three (3) one-year renewals.

Department: Public Services

- H. Authorization for the Submission of Applications to the California Department of Resources Recycling and Recovery (CalRecycle) for Payment Programs

Recommendation: (1) **Adopt Resolution No. 2021-61-3273**, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANTS FOR WHICH THE CITY OF IRWINDALE IS ELIGIBLE" and (2) **Adopt Resolution No. 2021-62-3274**, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS.".

Department: Public Services

- I. Amendment No. 1 to Contract Services Agreement with CWA AIA Inc. for Architectural Design Services for Irwindale Public Library Extension Project; P-999

Recommendation: (1) Approve Amendment No. 1 to Contract Services Agreement with CWA AIA, Inc. for Architectural Design Services for the preparation of the Plans, Specifications and Estimate (PS&E) for the Irwindale Public Library Extension Project (P-999) increasing the contract amount to \$293,850.00 (increase of \$179,950.00); (2)

approve a 20% contingency for design in the amount of \$58,770 to cover any additional services needed to address unforeseen site conditions during design; and (3) authorize the City Manager to execute Amendment No. 1 subject to City Attorney approval as to form.

Department: Public Works Engineering

- J. Award of Contract to provide professional services for the preparation of an Assessment Report and Recommendations for Improvements to the Existing Irwindale Police Department and City Hall Facilities

Recommendation: **(1)** Authorize the City Manager to enter into an agreement, subject to City Attorney approval as to form, with Jeff Katz Architectural, Corporation in the amount of \$173,765.00 for professional services for the preparation of an Assessment Report and Recommendations for Improvements to the existing Irwindale Police Department and City Hall Facilities; and **(2)** approve a 20% contingency in the amount of \$34,753 to cover additional services required to address any unforeseen site conditions during assessment.

Department: Public Works Engineering

2. NEW BUSINESS

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

- A. Update on the American Rescue Plan Act-Coronavirus Local Fiscal Recovery Funding

Recommendation: Receive and file this report updating the City Council on the American Rescue Plan Act-Coronavirus Local Fiscal Recovery Funding allocated to the City of Irwindale.

Department: Finance

- B. Consideration of removal of Mr. Art Tapia from the Planning Commission per Direction of the City Council

- C. Consideration of Locations for an Emergency Shelter to House the Unhoused

Recommendation: Discuss and provide direction regarding a possible location for an emergency shelter within the City of Irwindale to house the unhoused.

Department: Administration

- D. Verbal Update on Mountain Avenue Housing Project

Department: Public Works Engineering

3. PUBLIC HEARINGS

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

A. Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts

Recommendation: (1) Conduct a Public Hearing for public comments; and (2) **Adopt Resolution No. 2021-63-3275** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2021-2022, BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS LOCATED WITHIN THE SEWER MAINTENANCE DISTRICT WITH THE IRWINDALE BUSINESS CENTER"; and (3) **Adopt Resolution No. 2021-64-3276** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2021-2022 BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT".

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

None for approval

B. Equity Sharing Policy

Recommendation: Approve Equity Sharing Policy for Substantial Rehabilitation and First Time Homebuyer programs.

Department: Authority Counsel

C. Consideration of Approval – Subordination of Home Purchase Loan at 15854 Juarez Street

Recommendation: 1) Approve the request by Adam Robert Quinones and Mariana Lidia Quinones 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: Authority Counsel

2. NEW BUSINESS

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

A. Policy for Exemptions from Income Qualification for Certain Permitted Transfers

Recommendation: Approve adoption of Policy for Exemptions from Income Qualification for Certain Permitted Transfers.

Department: Authority Counsel

B. The Transfer of Property located at 16160 Progress Lane

Recommendation: Provide direction to staff.

Department: Authority Counsel

C. Possible Removal of Moderate Income Units from Las Casitas Senior Housing Program

Recommendation: Provide direction to staff regarding possible removal of moderate income units from Las Casitas Senior Housing Program.

Department: Authority Counsel

3. PUBLIC HEARINGS

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

4. ADJOURN

AFFIDAVIT OF POSTING

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

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
June 2021

Payroll Batch DATE OF ISSUE 6/3/21	429-06-21, 430-06-21, 431-06-21 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	40,081.01
	14 Finance Department	22,447.16
	35 Police Department	183,791.85
	40 Recreation Department	22,114.12
	42 Senior Citizens' Center	12,131.85
	44 Library	9,975.55
	51 Planning & Community Development	19,787.06
	52 Public Works - Engineering	22,273.28
	57 Public Works - Services	46,250.78
	Gross Payroll	380,583.81
	Required Deductions	(104,669.74)
	Voluntary Deductions	(15,124.28)
	Net Payroll	260,789.79
Payroll Batch DATE OF ISSUE 6/4/21	404-06-21 DEPARTMENT	AMOUNT
	51 Planning & Community Development	116.94
	Gross Payroll	116.94
	Required Deductions	(11.87)
	Voluntary Deductions	-
	Net Payroll	105.07
Payroll Batch DATE OF ISSUE 6/17/21	412-06-21 DEPARTMENT	AMOUNT
	11 City Council	5,406.15
	13 City Administrative Office	39,803.56
	14 Finance Department	20,134.96
	35 Police Department	180,292.70
	40 Recreation Department	19,691.11
	42 Senior Citizens' Center	11,960.93
	44 Library	9,443.00
	51 Planning & Community Development	18,820.47
	52 Public Works - Engineering	22,273.28
	57 Public Works - Services	48,109.74
	Gross Payroll	375,935.90
	Required Deductions	(103,898.66)
	Voluntary Deductions	(15,978.78)
	Net Payroll	256,058.46
Payroll Batch DATE OF ISSUE 6/23/21	423-06-21 DEPARTMENT	AMOUNT
	40 Recreation Department	350.00
	Gross Payroll	350.00
	Required Deductions	(35.53)
	Voluntary Deductions	-
	Net Payroll	314.47

Electronic Payments

June 2021

June 16 - 30, 2021



Number	Vendor Name	Date	Amount
ACH	CalPERS	6/23/2021	69,839.37
ACH	EDD	6/23/2021	20,167.25
ACH	Federal Tax	6/23/2021	51,947.39
ACH	EDD	6/28/2021	4.20
ACH	Federal Tax	6/28/2021	10.16
ACH	Nationwide-457 Plan & Trust	6/17/2021	13,434.89
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	6/17/2021	2,502.00
ACH	ICMA	6/17/2021	14.89
ACH	PARS-FT	6/17/2021	21,962.31
ACH	PARS-PT	6/17/2021	972.15
ACH	PARS-PT	6/18/2021	33.34
Report Total:			180,887.95

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 7/7/2021 1:29 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
74239	AREL01	Amanda Arellan	06/17/2021	60.00
74240	CINGULAR	AT & T Mobility	06/17/2021	1,669.76
74241	ATHENS	Athens Services	06/17/2021	1,840.00
74242	BURTON01	Michelle Burton	06/17/2021	156.00
74243	CALIFO02	California American Water	06/17/2021	11.80
74244	CAMPOS03	Manuel Campos	06/17/2021	180.00
74245	CARRE01	Leticia Carreon	06/17/2021	60.00
74246	DIAZ20	Luz Diaz	06/17/2021	324.06
74247	DURA02	Robert Duran	06/17/2021	70.00
74248	FRONT01	Frontier Communications	06/17/2021	364.65
74249	GALL01	Robert Gallegos	06/17/2021	70.00
74250	GALVAN02	Claudia Galvan	06/17/2021	480.00
74251	GARCIA29	Deirdrea Garcia	06/17/2021	210.00
74252	PADILLAM	Melissa Marez	06/17/2021	70.00
74253	MCIWOR	MCI Comm Service	06/17/2021	38.82
74254	MENDO01	Alainea Mendoza	06/17/2021	20.00
74255	MORA01	Maria Morago	06/17/2021	40.00
74256	OLIVAR07	Vanessa Olivares	06/17/2021	30.00
74257	OROSCOA	Amanda Orosco	06/17/2021	170.00
74258	ORTIZ03	Norma Ortiz	06/17/2021	525.51
74259	PALACIO1	Joanna Palacios	06/17/2021	69.44
74260	RAMIRO1	Angelina Ramirez	06/17/2021	60.00
74261	RODRIG19	Lisette Rodriguez	06/17/2021	120.00
74262	RUIZ03	Claudia Ruiz	06/17/2021	140.00
74263	RUIZ06	Michelle Ruiz	06/17/2021	210.00
74265	BUCK01	Cameron J Saylor	06/17/2021	1,125.65
74266	SIERRA10	Sierra Ergonomics Inc.	06/17/2021	999.40
74267	SCE02	Southern California Edison	06/17/2021	210.63
74268	STROBE03	Gary Strobehn	06/17/2021	200.00
74269	TAPIA04	Janell Tapia	06/17/2021	20.00
74270	TORRES04	Norma Torres	06/17/2021	70.00
74271	VANM01	Veronica VanMarcke	06/17/2021	50.00
74272	WORTH1	Worthington Direct, Inc.	06/17/2021	2,929.97
74273	CALIFO56	California State Disbursement Unit	06/17/2021	604.15
74274	CITY01	City of Hope	06/17/2021	54.00
74275	ICEA	Irwindale City Employee Assoc.	06/17/2021	616.00
74276	IMEA	Irwindale Mgmt Employee Assoc.	06/17/2021	360.00
74277	IRWIND02	Irwindale Police Officers Assoc.	06/17/2021	3,048.10
74278	AMAZON	Amazon	06/24/2021	2,273.22
74279	AT&T02	AT & T	06/24/2021	33.74
74280	AT&T06	AT & T	06/24/2021	43.68
74281	AZUSALW	Azusa Light & Water	06/24/2021	193.95
74282	CHART01	Charter Communications	06/24/2021	82.12
74283	FRAER01	Laura Fraer Snyder	06/24/2021	46.29
74284	FRONT01	Frontier Communications	06/24/2021	268.27
74285	GOLFNS	Golf N Stuff	06/24/2021	1,019.00
74286	HERNAN32	Joe Hernandez	06/24/2021	1,375.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
74287	HULL01	Mary Hull	06/24/2021	63.68
74288	IIMC02	International Institute of	06/24/2021	175.00
74289	LOPEZJ01	Jade Lopez	06/24/2021	289.45
74290	MARINJ	Jose Marin Jr.	06/24/2021	142.99
74291	SARINA	Albert Sarinana	06/24/2021	164.24
74292	SCE02	Southern California Edison	06/24/2021	775.30
74293	SANGAB11	Southern California News Group	06/24/2021	1,320.00
74294	STROBE01	Doniell Strobehn	06/24/2021	110.20
74295	TPX 01	TPX Communications	06/24/2021	2,278.88
74296	APPL01	APPLEBEE, WILLIAM AND LISA APPL	06/30/2021	72.01
74297	BECE02	BECERRA, CAMILO AND STEPHANIE	06/30/2021	97.05
74298	BPP01	REGIONAL OWNER LLC BPP PACIFIC	06/30/2021	71,330.52
74299	CPC01	CPC REAL ESTATE ACQUISITION LLC	06/30/2021	41.56
74300	DAVI01	DAVID M URANE AND MARY A URAN	06/30/2021	16.11
74301	GENT02	GENE ET AL GENTRY FAMILY TRUST	06/30/2021	23.79
74302	HN01	H N AND FRANCES C BERGER FOUNE	06/30/2021	9,061.29
74303	IRWIN02	IRWINDALE OUTLET PARTNERS LLC	06/30/2021	657.73
74304	IRWIN03	IRWINDALE PARTNERS LP	06/30/2021	751.25
74305	JRL01	JRL LLC	06/30/2021	4,254.45
74306	LARR01	LARRAZOLO TRUST LARRAZOLO, GE	06/30/2021	16.11
74307	PAYNE01	JOHN PAYNE	06/30/2021	167.39
74308	RIVER01	Rivergrade Arrow LLC	06/30/2021	3,215.64
74309	RIVER02	RIVERGRADE SERVICE STATION LP	06/30/2021	3,008.07
74310	SD01	SD LLC	06/30/2021	229.22
74311	SHALA01	AND SHALABI ENTERPRISES PARTNE	06/30/2021	2,645.97
74312	SPR01	SPRAGUES ROCK AND SAND COMPAN	06/30/2021	7.38
74313	STRIV01	ST Rivergrade Inc.	06/30/2021	5,156.34
74314	SUN01	SUNBURST DECORATIVE ROCK INC	06/30/2021	473.09
74315	SWT02	SWT Property Investment Inc	06/30/2021	3,888.49
74316	TSENG01	SCOTT AND JOYCE TSENG TRUST TSE	06/30/2021	3,115.61
74317	UNITE01	UNITED ROCK PRODUCTS CORP	06/30/2021	922.38
74318	WEALTH01	Wealthy Chou International LLC	06/30/2021	2,025.42
74319	YOU01	YOU FEN KAO	06/30/2021	2,199.23
74320	CALIFO56	California State Disbursement Unit	07/01/2021	604.15
74321	LOSANG31	Los Angeles County Sheriff's Dept.	07/01/2021	23.74
74322	AMERIC34	American Fidelity Assurance Co	07/01/2021	2,498.67
74323	Ayala01	Leonor Ayala	07/01/2021	125.00
74324	AZUSALW	Azusa Light & Water	07/01/2021	304.50
74325	OROSCO05	Rebecca Bardales	07/01/2021	55.43
74326	CASTRO06	Candice Castro	07/01/2021	240.00
74327	CUSTOM01	Custom Signs, Inc.	07/01/2021	110.25
74328	FLORE01	Karla Flores	07/01/2021	455.00
74329	GASCOM	Gas Company, The	07/01/2021	1,778.33
74330	HANNA01	Arsanious Hanna	07/01/2021	50.00
74331	HOYEN	Noelle Hoye	07/01/2021	480.00
74332	LEDEZMA	Erica Ledezma	07/01/2021	870.00
74333	LEGAL03	Legal Shield	07/01/2021	37.90
74334	LIEBERT	Liebert Cassidy Whitmore	07/01/2021	225.00
74335	OPTUM01	OptumRx, Inc.	07/01/2021	44,979.02
74336	PSYCHO01	Psychological Consulting Associates, Inc	07/01/2021	400.00
74337	RODRIG22	Royan Rodriguez	07/01/2021	10.00
74338	ROMANC	Carmen M. Roman	07/01/2021	20.00
74339	SLIM01	Yamil M Slim	07/01/2021	180.00
74340	SMART&	Smart & Final	07/01/2021	1,432.49
74341	SCE02	Southern California Edison	07/01/2021	22,300.06
74342	NORTHR	The Northridge Group, Inc.	07/01/2021	5,599.90
74343	VISION01	Vision Service Plan - (CA)	07/01/2021	2,657.35

Check No	Vendor No	Vendor Name	Check Date	Check Amount
74344	WAGONER	Pamela Wagoner	07/01/2021	450.00
74345	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	07/01/2021	1,375.00
74346	AMERIFID	American Fidelity Assurance	07/01/2021	6,259.96
74347	PMIDEN	Delta Dental Insurance Company	07/01/2021	991.77
74348	PMIDEN01	Delta Dental of California	07/01/2021	12,382.02
74349	FRONT01	Frontier Communications	07/01/2021	46.25
74350	GOV01	GovernmentJobs.com, Inc.	07/01/2021	4,354.95
74351	PADILLAM	Melissa Marez	07/01/2021	50.10
74352	NATION23	National Union Fire Insurance	07/01/2021	578.94
74353	SOUTH02	South Gate PMA	07/01/2021	50.00
74354	STANDA01	Standard Insurance Co. RV	07/01/2021	414.45
74355	STANDA03	Standard Insurance Company	07/01/2021	2,121.94
74356	TEXAS01	Texas Life Insurance Co.	07/01/2021	2,673.70
74357	VISION01	Vision Service Plan - (CA)	07/01/2021	1,560.09
74358	VISION01	Vision Service Plan - (CA)	07/01/2021	4,115.70
74359	ALDER01	Alderson BP, LLC	07/14/2021	30,000.00
74360	ALESHIRE	Aleshire & Wynder, LLP	07/14/2021	57,909.19
74361	ALLISO01	Allison Mechanical, Inc	07/14/2021	2,560.62
74362	ARAM01	Aramark Uniform & Career Apparel Group	07/14/2021	80.08
74363	B&BTIR	B & B Tires Service	07/14/2021	65.00
74364	BAXTER01	Badge Frame, Inc	07/14/2021	38.79
74365	BAKER01	Baker & Taylor Books	07/14/2021	563.63
74366	BARNEY	Barney's Locksmith Service	07/14/2021	119.07
74367	BILLST	Bill's Truck Repair, Inc.	07/14/2021	649.84
74368	NEST01	Blue Triton Brands, Inc.	07/14/2021	363.55
74369	CACE	California Association of	07/14/2021	76.00
74370	CASC01	CASC Engineering & Consulting	07/14/2021	2,355.00
74371	CHRISN01	Chris Nelson & Associates, Inc.	07/14/2021	7,820.00
74372	CINTAS	Cintas Corporation #693	07/14/2021	285.76
74373	COMMER05	Commercial Mobile Systems	07/14/2021	7,538.25
74374	DEPTOF02	County of LA Dept of Animal Care & Cont	07/14/2021	1,313.20
74375	COUNTY04	County of Los Angeles	07/14/2021	16,399.52
74376	CROSS01	Crosstown Elecrical & Data Ic.	07/14/2021	7,983.00
74377	CUSTOM01	Custom Signs, Inc.	07/14/2021	165.38
74378	DANA01	Dana Safety Supply	07/14/2021	726.26
74379	DELONG	DeLong Unlimited	07/14/2021	2,673.29
74380	DEMCOI	Demco, Inc.	07/14/2021	735.59
74381	DUDEK01	Dudek	07/14/2021	9,360.00
74382	ELITEE	Elite Elevator, Inc.	07/14/2021	350.00
74383	ENVIRO04	Environment Planning Development Soluti	07/14/2021	20,987.85
74384	ESMO01	Esmond Naturals	07/14/2021	2,240.07
74385	FCG01	FCG Consultants Inc.	07/14/2021	70,393.26
74386	FEDEX	FedEx	07/14/2021	7.68
74387	FILLG01	Fill Good Landscaping	07/14/2021	375.00
74388	GAME01	GameTime	07/14/2021	499.12
74389	GARVEY	Garvey Equipment Co	07/14/2021	1,342.59
74390	GEOLOG	Geologic Associates	07/14/2021	21,888.90
74391	HASA01	Hasa Inc.	07/14/2021	1,354.54
74392	HINDER	Hinderliter, De Llamas & Assoc	07/14/2021	300.00
74393	INTELL01	Intelli-tech, Inc.	07/14/2021	5,302.61
74394	IRWIND03	Irwindale Tire Shop	07/14/2021	40.00
74395	ITERIS	Iteris, Inc.	07/14/2021	1,450.00
74396	JCSPLU	JC's Plumbing & Backflow Svc	07/14/2021	200.00
74397	JUSTIRE	Just Tires	07/14/2021	371.32
74398	KEYSTO	Keystone Uniform Depot	07/14/2021	562.05
74399	COORYE	Samir M. Khoury	07/14/2021	3,117.00
74400	LANDSC	Landscape Warehouse III	07/14/2021	281.36

Check No	Vendor No	Vendor Name	Check Date	Check Amount
74401	LEWISE	Lewis Engraving, Inc.	07/14/2021	58.44
74402	LSA01	LSA Associates, Inc.	07/14/2021	868.75
74403	MAINT01	Maintex	07/14/2021	102.31
74404	MOUNT01	MNRO Holdings, LLC	07/14/2021	450.86
74405	MONROV07	Monrovia Chrysler Dodge Jeep Ram	07/14/2021	3,982.38
74406	MOUNTA02	Mountain Motorsports	07/14/2021	292.63
74407	OFFICE03	Office Depot	07/14/2021	3,027.52
74408	ORKINP	Orkin Pest Control	07/14/2021	481.00
74409	PITNEY06	Pitney Bowes, Inc	07/14/2021	231.44
74410	PLACE01	PlaceWorks, Inc.	07/14/2021	30,302.98
74411	PACIFI13	Rene David LTD	07/14/2021	216.77
74412	RICOH02	Ricoh USA, Inc	07/14/2021	1,673.13
74413	SCFUELS	SC Fuels	07/14/2021	5,869.06
74414	SCHOLA07	Scholastic Library Publishing	07/14/2021	71.16
74415	SIERRA01	Sierra Chevrolet	07/14/2021	976.27
74416	SWANK01	Swank Motion Pictures, Inc.	07/14/2021	435.00
74417	NORTH01	The Northridge Group, Inc.	07/14/2021	9,846.64
74418	UNITED11	United Site Services of CA Inc	07/14/2021	539.99
74419	SHAR01	Mina Wahba	07/14/2021	16,590.00
74420	WALT01	Walters Wholesale Electric Co.	07/14/2021	610.81
74421	CPRSCA	CPRS Park & Recreation	07/14/2021	170.00
74422	CPRSCA	CPRS Park & Recreation	07/14/2021	170.00
74423	FARW01	Farwest Contractors Corp.	07/14/2021	6,743.40
74424	HDL01	Hdl Software, LLC	07/14/2021	9,923.68
74425	JUSTIRE	Just Tires	07/14/2021	190.19
74426	LACOPO	LACPCA	07/14/2021	200.00
74427	LEWISE	Lewis Engraving, Inc.	07/14/2021	14.33
74428	NRPA01	NRPA	07/14/2021	175.00
74429	SkyBluep	Sky Blueprint & Supplies, Inc	07/14/2021	468.56
74430	SOUTH06	South Coast AQMD	07/14/2021	1,022.89
74431	STERIC01	Stericycle, Inc.	07/14/2021	87.78

Report Total (192 checks):

640,808.05

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Resident Vision Plan – Approval of Renewal Agreement with VSP

City Manager's Recommendation:

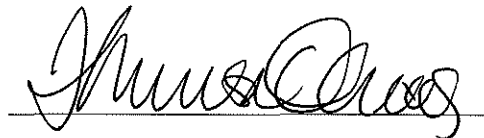
It is recommended that the City Council approve the following:

Approve a two-year renewal agreement with VSP for the Resident Vision Program and authorize the City Manager to execute the renewal agreement.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294

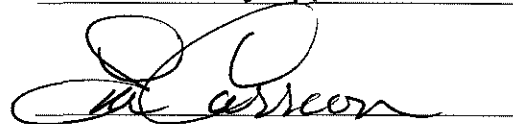


Reviewed by:

Adrian Guerra, City Attorney

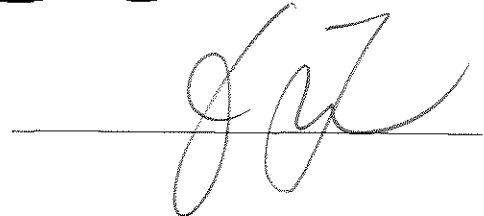
Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

On June 26, 2019, the City Council approved an agreement with VSP for the resident vision care plan for a period of two years at an estimated cost of \$81,000. The program with VSP allows participants to utilize retail outlets, independent providers, and on-line

retail outlets. Independent providers within its network include Dr. Golden, Dr. Martinez, Costco, Walmart, Sam's Club, Visionworks, Pearle Vision, and Cohen's Fashion Optical.

Staff is recommending renewing the agreement for an additional two-year period. The benefit plan will remain the same with the additional two following services:

1. Eyeconic – Online service available for purchase of contacts, glasses, and sunglasses at an additional 20% savings.
2. TruHearing – Comprehensive personalized hearing care program including an exam from a local provider and follow up visits for fitting and adjustments.

The RFP process conducted two years ago resulted in the selection of VSP based on its large range of network service providers, including the option for residents to use Dr. Golden, Dr. Martinez, Costco, and other large and small service providers. The other service providers did not include Dr. Golden or Dr. Martinez in their network. The renewal of the VSP plan for two additional years will maintain this benefit and will allow residents to purchase frames and contacts on line for an additional 20% savings, further reducing their out of pocket expenses. The renewal agreement is subject to approval as to form by Legal Counsel.

Fiscal Impact:

There is no additional cost for renewing the VSP Agreement and funds are budgeted in the FY 2021-2022 budget.

Attachment(s):

VSP August 1, 2021 Renewal Agreement

March 3, 2021



THERESA OLIVARES
CITY OF IRWINDALE
5050 IRWINDALE AVE
IRWINDALE, CA 91706-2133

Re: City of Irwindale / 30092495 - August 1, 2021 Renewal Notification

Dear Theresa:

We thank you for being a valued VSP® Vision Care customer since 2019.

We're committed to meeting and exceeding the expectations of your employees, as we've done for the last 2 years. Your employees continue to benefit from participating in the VSP Choice Plan®.

Your renewal includes fully-covered, standard progressive lenses — only from VSP.

VSP is raising the bar as the only vision care company to offer **fully-covered, standard progressive lenses**. Your employees will automatically get this new benefit feature. There's no extra cost and nothing more for you and your employees to do. Their VSP doctor will help determine which lens best suits their patient's individual lifestyle and vision needs. This is one more option to help our members enjoy clear, precise vision at an exceptional value.

Also standard with VSP:

- Lowest out-of-pocket costs on the widest selection of lenses.
- VSP Exclusive Member Extras—more than \$2,500 savings included on vision care, hearing, medical, and lifestyle services.
- Eye Health Management—your employees' wider safety net to catch chronic conditions like diabetes early, before costly symptoms emerge.
- VSP Diabetic Eyecare Plus ProgramSM—coverage of additional eye care services for members with diabetic eye disease, glaucoma or age-related macular degeneration.

To see all the details, please refer to your renewal proposal attached.

Let's stay together.

Sign the attached to continue with VSP and your premium plan for this next policy and return it to me via email at Kristi.Francis@vsp.com by July 1, 2021.

Thank you,

A handwritten signature in black ink that reads 'Kristi Francis'. The signature is fluid and cursive, with the first and last names clearly legible.

Kristi Francis
Key Client Manager

Cc: Stephen Murphy
Segal Co., The

RENEWAL AGREEMENT

Group Name/Number: **City of Irwindale / 30092495**

Current Plan Design

Plan Type: Choice - C
Frequency: 12/12/12
Copays: None
RFA & ECL Allowance: \$120 & \$120
Current Administrative Fee: \$3.57
Renewal Administrative Fee: \$3.57
Estimated Claims Cost: \$5.33

Alternative Plan Design

Plan Type: Choice - C
Frequency: 12/12/12
Copays: \$10 Exam/\$25 Materials
RFA & ECL Allowance: \$170 & \$120
Administrative Fee: \$3.57
Estimated Claims Cost: \$5.72

Open Access Allowances: Examination up to \$45, Single Vision up to \$30, Lined Bifocal up to \$50, Lined Trifocal up to \$65, Lenticular up to \$100, Frame up to \$70, Elective Contact Lenses up to \$105 & Necessary Contact Lenses \$210.

Renewal Option(s)

- ☐ Renew with current plan design
☐ Renew with alternative plan design

Contract Period for all Options: August 1, 2021 through July 31, 2023

To renew your contract and maintain continuous service, please choose the option that best meets your needs, sign and return the Renewal Agreement by e-mail to: Kristi.Francis@vsp.com by July 1, 2021. VSP will produce your renewal contract when we have received the Signed Renewal Agreement. Please review the new contract carefully, since some of the provisions may have changed from your prior contract. Additionally, please keep a copy of this Renewal Agreement and accompanying letter, given that they serve as your Notice of Renewal.

By: _____

Title: _____

Date: _____

Cc: Stephen Murphy
Segal Co., The

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Approval of Resolutions Relating to Compensation and Benefits for City Employees and Approval of New and Updated Job Classifications

City Manager's Recommendation:

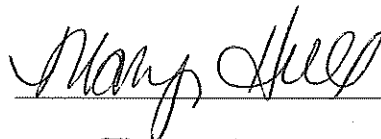
That the City Council take the following actions:

- (1) Adopt Resolution No. 2021-54-3266 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS AND APPROVING UPDATES TO EXISTING JOB SPECIFICATIONS"; and
- (2) Adopt Resolution No. 2021-53-3265 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-29-3241, ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, COMPENSATION, AND BENEFITS FOR CITY EMPLOYEES"

Administrative Action:

Submitted by:

Mary Hull, Human Resources/Risk Manager



Reviewed by:

Electronically Approved

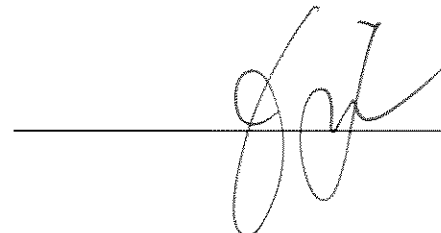
Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

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. 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.

Classification Resolution No. 2021-54-5366

Through the adoption of Ordinance No. 757, which adopted the FY 2021-22 budget and Resolution No. 2021-56-3268 (Recreation Department Reorganization), City Council approved various personnel adjustments, which included the approval of new job classifications. Accordingly, staff recommends approval of Resolution No. 2021-54-3266 which approves and adopts the new job title classifications, as shown in the table below, and the approval of associated job specifications.

Job Title Classification
Accountant
Aquatics Supervisor
Aquatics Aide/Pool Cashier
Tutor

Resolution No. 2021-54-3266 also includes the approval of updates to existing job specifications for the job title classifications shown in the table below. The updates seek to provide a current and accurate description of the various duties performed by City employees.

Job Specification
Assistant to the City Manager
Finance Analyst

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

Compensation Resolution No. 2021-53-3265

The City Council previously adopted Compensation Resolution No. 2021-29-3241 at its regularly scheduled meeting on April 14, 2021, which established the number of positions, schedule of classes, compensation, and benefits for City employees. As the compensation resolution is updated as needed as a result of personnel adjustments, benefit changes, and/or cost of living adjustments, staff recommends approval of Compensation Resolution No. 2021-53-3265 to reflect the personnel adjustments approved through the adoption of the FY 2021-22 budget, and the adoption of Resolution No. 2021-56-3268 (Recreation Department Reorganization). Accordingly, compensation Resolution No. 2021-53-3265 includes the following key personnel adjustments:

1. The classified position of Assistant to the City Manager is unfrozen and funded, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.

2. The classified position of Economic Development Coordinator is frozen and unfunded, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
3. The number of authorized positions for the classified position of Management Analyst is increased to two, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
4. The classified position of Senior Finance Analyst is unfrozen and funded, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
5. One classified position of Finance Analyst is frozen and unfunded, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
6. One new Accountant position is added as a full-time classified position, as approved by City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
7. Funding for the unclassified part-time position of Intern was reduced, thereby reducing the number of authorized positions from three to two, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
8. The classified position of Associate Planner is unfrozen and funded, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
9. The classified position of Assistant City Engineer is unfrozen and funded, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
10. The classified position of Assistant Engineer is frozen and unfunded, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
11. The number of authorized positions for the classified position of Engineering Technician is increased to four, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
12. The number of authorized positions for the classified position of Police Officer is increased to twenty, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
13. Funding for the part-time position of Reserve Police Officer I was reduced, thereby reducing the number of authorized positions from five to two, as

approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.

14. Funding for the part-time position of Community Service Officer was increased, thereby increasing the number of authorized positions from two to three, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
15. Four new Maintenance Aide positions are added as full-time classified positions, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
16. The unclassified permanent part-time position Maintenance Aide is eliminated, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
17. The unclassified non-permanent part-time position of Tutor is added, and authorization was provided to fund eight positions, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Ordinance No. 757 was adopted.
18. One new Aquatics Supervisor position is added as a full-time classified position, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Resolution No. 2021-56-3268 was adopted.
19. Three new Senior Recreation Leader positions are added as a full-time classified position, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Resolution No. 2021-56-3268 was adopted.
20. The unclassified permanent part-time position of Senior Recreation Leader is eliminated, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, when Resolution No. 2021-56-3268 was adopted.
21. The unclassified non-permanent part-time Recreation Aide/ Pool Cashier is eliminated, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, Resolution No. 2021-56-3268 was adopted.
22. The unclassified non-permanent part-time position of Aquatics Aide/ Pool Cashier is added, and authorization was provided to fund four positions, as approved by the City Council at its regularly scheduled meeting on June 23, 2021, Resolution No. 2021-56-3268 was adopted.

For unclassified 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, as these are based on budgeted hours.

Fiscal Impact:

The adjustments reflected are incorporated into the FY 2021-22 budget.

Decision Maker Conflict:

None

ATTACHMENTS:

1. Resolution No. 2021-54-3266
2. Resolution No. 2021-53-3265

RESOLUTION NO. 2021-54-3266

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED
JOB SPECIFICATIONS AND APPROVING UPDATES TO
EXISTING JOB SPECIFICATIONS**

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. 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, on April 14, 2021, the City Council adopted Resolution No. 2021-29-3241 establishing the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City desires to add new job classifications with associated job specifications and update job specifications for current classifications, in order to provide a current and accurate description of the various duties performed by City employees; 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-Millas-Brown Act (Government Code § 3500 et seq.).

WHEREAS, concurrently herewith, the City intends to adopt Resolution No. 2021-53-3265 to replace 2021-29-3241 establishing the number of positions, schedule of classes, compensation, and benefits for all City employees.

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 City Council hereby approves and adopts the following job classifications and associated job specifications attached hereto as Exhibit A.

Job Title Classification
Accountant
Aquatics Supervisor
Aquatics Aide/Pool Cashier
Tutor

SECTION 3. The City Council hereby approves and adopts the updated job specifications for the following classifications attached hereto as Exhibit B.

Job Specification
Assistant to the City Manager
Finance Analyst

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 July, 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. 2021-54-3266 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 July, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE

ACCOUNTANT

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 direction, performs a variety of professional level accounting duties involved in preparing, maintaining, analyzing, verifying, and reconciling complex financial transactions, statements, records, and reports; maintains the accuracy of the City's ledgers and subsidiary financial systems; assists in the preparation of assigned budgets, annual audit, and year end closing; and provides highly responsible staff assistance to management staff.; and performs related duties 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. Performs professional and technical accounting and analytical duties in support of the Finance Department.
2. Prepares financial, statistical, budgetary and analytical studies and reports; and performs special projects and assignments.
3. Participates in the year-end audit; compiles and prepares supporting schedules, work papers, and financial reports as requested by auditors.
4. Provides assistance in the development of the annual budget; assists in the review and validation of the annual City budget; creates a variety of spreadsheets, documents, and graphs; assist in preparing the final budget document for approval by City Council.
5. Maintains and track fixed asset inventory control records for City.
6. Prepares bank reconciliations and related journal entries for a variety of accounts; prepares related worksheets and other schedules.
7. Reviews financial transactions and prepare journal entries and adjustments to the general and subsidiary accounting ledgers for the City, Successor Agency, Housing Authority and Special Funds for review.
8. Assists in monitoring budgets for various City Departments and projects; determines if funds are available and expenditures are properly classified.
9. Prepares and reconcile monthly deposits accounts.
10. Performs duties related to mining taxes; maintains remittance worksheets, verifies and posts mining operator quarterly tax payments and advance deposits; follows up on discrepancies; reconciles mining tax revenue and advance deposits; calculates mining tax rates based on CPI.
11. Participates in the management of grant and special revenue funds; reviews claim forms, maintains records, posts journal entries; ensures departments comply with grant requirements, and coordinates and prepares for audits.
12. Back up to payroll including biweekly payroll processing, tax withholdings and filings, pension contributions, deferred compensation, and all other related payroll duties.

CITY OF IRWINDALE
Accountant (Continued)

13. Assists with preparing and reviewing payroll and timekeeping records; computes all payment due related to the payroll function, including taxes, insurance premiums, retirement and other benefit programs; answer a variety of payroll related questions.
14. Provides responsible staff assistance to management staff; perform special department projects as assigned.
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 a general accounting program.
Principles and practices of accounting and auditing including general ledger, debit, credit, journal entries and audit procedures.
Principles and practices of governmental accounting.
Computerized accounting and financial systems.
Methods and techniques of analyzing general ledgers and preparing journal entries.
Generally Accepted Accounting Principles.
Principles of municipal budget preparation and control.
Methods and techniques of preparing financial reports and statements.
Principles and practices of financial record keeping and reporting.
Principles of business letter writing and report preparation.
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:

Perform a variety of professional accounting and financial analysis functions.
Complete detailed accounting transactions.
Reconcile and adjust financial statements with the general ledger.
Prepare and maintain accurate financial statements, records and reports.
Perform mathematical calculations with speed and accuracy.
Participate in budget development.
Operate a variety of office equipment including a computer and associated word processing and spreadsheet applications.
Analyze complex financial transactions and formulas.
Solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
Interpret and apply applicable federal, state and local laws, codes and regulations.
Maintain efficient and effective financial systems and procedures.
Examine and verify financial documents and reports.
Work independently in the absence of supervision.
Understand and carry out oral and written instructions.
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:*

CITY OF IRWINDALE
Accountant (*Continued*)

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in accounting, business administration, finance, or related field.

Experience:

Three years increasingly responsible experience performing journey to complex accounting and finance work, preferably in a municipal setting.

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: Standard office environment.

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; and to verbally communicate to exchange information..

Vision: See in the normal visual range with or without correction; vision sufficient to read small print, computer screens and other printed documents.

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

Date: July 2021

CITY OF IRWINDALE

AQUATICS SUPERVISOR

*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 direction, assists in the planning, promotion, coordination, and supervision of aquatics programs, activities, and operations, ensuring the overall health and safety of patrons. Coordinates assigned activities with other divisions, outside agencies, and the general public; required to perform maintenance; may perform minor repairs as necessary.

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. Assists in the planning, promotion, coordination, and supervision of aquatics programs and services, activities, and swimming pool maintenance.
2. Participates in the development and implementation of goals and objectives, policies, and priorities for aquatics programs and ensures the programs are reflective of the community's needs, the City's and division's overall goals, policies, and ordinances, and in compliance with applicable federal, state, local, facility and safety rules, regulations, and guidelines.
3. Conducts research to identify programs of value and interest to the community; evaluates program effectiveness and viability; makes recommendations on new aquatics programs, or modifications of existing programs, to meet community needs.
4. Assists in determining equipment, supplies, materials, and staffing needs for aquatics programs; prepares detailed cost estimates with appropriate justifications, as required; order and maintain supplies as necessary to carry out programmatic activities.
5. Participates in the selection of staff, provides or coordinates staff training, and reviews the work of part-time employees and volunteers; ensures that all certifications of staff are maintained; develops aquatics staff work schedules.
6. Participates in the preparation and administration of the aquatics division budget; submits budget recommendations; monitors expenditures.
7. Develops marketing and community outreach strategies including social media and city website updates as well as promotional materials such as flyers, brochures, and pamphlets; prepares public presentations and related communications regarding aquatics programs.
8. Assists in the development and implementation of effective maintenance and safety programs, procedures, and guidelines; conducts periodic inspections, and ensures aquatics facilities are properly maintained for optimal safety; maintains accurate records and completes and submits a variety of reports related to assigned activities and operations.
9. Participates in the maintenance of aquatic facilities; monitoring pool water chemistry, taking water quality samples and adjusting chemical levels as needed; inspecting and observing facility to ensure maintenance of safety standards, sanitary conditions, and orderly conduct; ensures chemicals, equipment and materials are properly handled and safely stored when not in use; ensures regular and adequate cleaning of the surrounding pool area, lobby, changing rooms, storage areas, chemical room and deck.
10. Assists in managing contract services related to aquatics operations and maintenance.

CITY OF IRWINDALE
Aquatics Supervisor (Continued)

11. Performs swim instruction and water safety, when necessary, by teaching swim lessons, enforcing rules, making rescues and rendering First Aid and/or cardiopulmonary resuscitation (CPR); assumes responsibility in cases of incidents.
12. Provides quality customer service; responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.
13. Schedules facility use, updates aquatics calendar, and logs and completes appropriate permits for the aquatics facility; maintains records concerning operations and programs; prepares reports on operations and activities.
14. Provides staff assistance to the Public Services Director; prepares and presents staff reports and other correspondence as appropriate and necessary including analysis of programs, new program proposals, and financial reports.
15. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of recreation; incorporates new developments as appropriate into programs.
16. 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 public swimming, its activities and the aquatics facility.
Principles and practices of program administration.
Basic principles and practices of budget preparation and administration.
Principles of supervision and training. Principles and practices of public relations.
Common recreational and social needs of various age groups.
Rules and regulations of the aquatics facility.
Advanced principles and practices of swimming, life guarding and water safety.
Principles and techniques involved in teaching swimming at all levels.
Assessing and prioritizing multiple tasks, projects, and demands.
Methods and techniques of first aid and CPR.
Appropriate safety precautions and procedures within the area of assignment.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Basic principles of pool equipment and maintenance including pool sanitation and chlorination system.
Pertinent Federal, State and local codes, laws and regulations

Ability to:

Supervise and coordinate the operations of programs and the aquatic facility.
Supervise, organize, and review the work of assigned staff involved in developing and coordinating aquatics programs.
Participate in the selection, training, and evaluation of assigned staff.
Recommend and implement goals, objectives, policies and procedures for providing aquatics services and programs.
Understand and organization and operation of the organization.
Prepare clean, concise reports and maintain accurate records and reports.
Participate in the preparation and administration of assigned budgets.
Develop and administer community-based aquatics programs suited to the needs of the community.
Plan and organize work to meet changing priorities and deadlines.
Effectively represent the department to outside individuals and agencies to accomplish the goals and objectives of the unit.

CITY OF IRWINDALE
Aquatics Supervisor (Continued)

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
React quickly and calmly in emergency situations.
Enforce applicable rules and regulations of the aquatics facility.
Provide proper instruction in swimming and water safety.
Exercise sound judgment.
Respond to emergency situations and administer first aid and CPR as necessary.
Train and evaluate for lifeguarding duties and water rescues.
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:

Equivalent to the completion of the twelfth grade supplemented by college level course work in recreation, physical education, public administration, or a related field.

Experience:

Five years of relevant aquatics program experience including two years of administrative and/or lead supervisory experience.

Required License or Certificate:

Possession of an appropriate, valid driver's license.
Possession of a First Aid certificate.
Possession of a Lifeguard certificate.
Possession of a CPR/AED for the Professional Rescuer certificate.
Possession of a Water Safety Instruction (WSI).
Possession of a Lifeguard Instructor certificate is highly desirable; must obtain within one year of appointment.
Possession of a Certified Pool Operator Certification is highly desirable; must obtain within one year of appointment.

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: Incumbents are required to work at a public pool and are exposed to inclement weather conditions, potentially hazardous chemicals, harsh or toxic substances and vapors; work in water; incumbents may be required to work evenings, weekends, and holidays.

Physical: Incumbents require sufficient mobility for sitting, standing, walking, stooping, reaching, bending, climbing and swimming; moderate to heavy lifting, carrying, pushing and pulling; physical ability and mobility to work in an office and aquatics facility setting; to stand or sit for prolonged periods of time; to operate office equipment or maintenance equipment requiring repetitive hand movement and fine coordination including use of computer keyboard or pool equipment such as a vacuum, blower, net, etc.; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read small print and to operate equipment.

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

CITY OF IRWINDALE

AQUATICS AIDE/POOL CASHIER

*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 supervision, provides general assistance and support to aquatics programs and activities; receives, disburses, and accounts for fees and payments for the municipal swimming pool facility; verifies age and height requirements; and performs a variety of general and routine administrative tasks in support of aquatics programs.

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. Provides courteous and expeditious customer service to the general public and City staff.
2. Performs payment transactions with the public; collects payments for instructional fees, admissions, and facility rentals.
3. Assists with reports for daily cash and check transactions; maintains a variety of records.
4. Responds to a variety of questions and inquiries from the public including explaining fees, hours of operation, and services provided.
5. Provides a variety of guest assistance including front gate operations and facility maintenance.
6. Organizes and maintains accurate records on attendance, receipts, and ticket reports.
7. Maintains program supplies and pool equipment.
8. Assists in facility set ups for parties, swim meets and special events as well as assisting with citywide special events and city sponsored community activities.
9. Assists pool personnel with emergency procedures.
10. Performs miscellaneous clerical work; operates computer terminals; receives and responds to phone calls.
11. Adheres to City and departmental policies and procedures.
12. 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:

Basic principles of aquatics programs.
Techniques and methods of organizing group activities.
Basic public relations.
Basic mathematics.
Office procedures, methods, and equipment including computers.
Occupational hazards and standard safety practices.

CITY OF IRWINDALE
Aquatics Aide/Pool Cashier (Continued)

Ability to:

Demonstrate excellent customer service skills.
Work under pressure to meet deadlines.
Learn cashiering methods and procedures.
Perform basic arithmetical calculations at a level required for successful job performance.
Learn basic first aid procedures.
Operate a variety of office equipment including a computer.
Understand and follow oral and written instructions.
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:

Equivalent to the completion of the twelfth grade or currently attending high school.

Experience:

Some experience as a participant in recreational activities is desirable.

License or Certificate:

Must be at least 16 years of age (minors need to submit work permit at time of appointment).
Possession of a CPR and First Aid certificate.

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 and at indoor and outdoor recreational facilities; travel to different locations; incumbents may be exposed to inclement weather conditions and may have some contact with chemical agents used in pool maintenance; work and/or walk on various types of surfaces including slippery or uneven surfaces; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and aquatics facility 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: July 2021

EXHIBIT B

CITY OF IRWINDALE

ASSISTANT TO THE 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 administrative direction, performs a wide variety of complex, responsible, and varied professional, analytical duties in providing administrative, analytical, and technical support within the City Manager's Office; plans, coordinates, and participates in various program and administrative operations and activities; serves as liaison between the City Manager's Office and the general public, City staff, appointed boards and committees, community organizations, and other governmental agencies; coordinates assigned activities with other divisions, outside agencies, and the general public; oversees and coordinates economic development programs; serves as the primary Public Information Officer for the City.

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. Conducts complex and sensitive administrative, operational, and management analyses, studies, and research projects including those involving City-wide issues, programs, policies, and procedures; selects, adapts, and applies appropriate research and statistical techniques; gathers and analyzes data and information from various sources on a variety of specialized topics.
2. Coordinates assigned services and program/project activities with those of other City programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; assists in the installation of new programs and procedures; develops new and revised programs, systems, procedures, and methods of operation and advises and recommends change and improvements.
3. Serves as the City's Public Information Officer; performs public and media relations duties; responds to inquiries and requests for information from the media, governmental agencies, and members of the public; researches and composes press releases, social media and website content, articles, presentations, and related public announcements.
4. Develops and implements effective strategies for promoting the City within social and other emerging media communities; develops policy recommendations related to social and emerging media.
5. Plans, coordinates, recommends and implements the strategies, activities and operation of the City's economic development programs emphasizing business retention, attraction and development.
6. Serves as resource for the public including community organizations, property owners, businesses, and developers.
7. Performs a wide variety of complex and responsible administrative and professional duties for the City Manager; relieves assigned staff and elected officials of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
8. Participates in special projects including planning and implementation of special programs and events and complex research of new programs and services.
9. Participates in the development and implementation of goals, objectives, and priorities for assigned

CITY OF IRWINDALE
Assistant to the City Manager (Continued)

functions and programs; recommends and implements resulting policies and procedures.

10. Participates in the development and administration of the department budget; submits budget recommendations; monitors expenditures.
11. Performs the full range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensures work is performed in compliance with contracts and agreements; processes requisitions, invoices, and purchase orders.
12. Ensures that assigned program activities and services comply with relevant federal, state, and local laws, policies, and regulations.
13. Serves as staff liaison, participates on, and provides staff support to a variety of committees; completes specific objects; prepares and presents staff reports and other correspondence as appropriate and necessary.
14. Prepares and maintains a variety of records and reports.
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:

Principles and practices of public administration including the organization and functions of municipal government.
Operations, services, and activities of a municipality.
Government, council, and legislative processes.
Operational characteristics, services, and activities of the City Manager's Office.
Principles, practices, and techniques of housing grant and loan administration.
Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.
Research methods and procedures.
Principles and practices of program development and administration.
Principles and practices of budget preparation.
Finance and accounting systems.
Principles of business letter writing
English usage, spelling, grammar, and punctuation.
Principles of effective public relations.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical areas.
Participate in the development and administration of program goals, objectives, and procedures.
Perform the full range of complex and difficult professional analytical, programmatic, and administrative duties involving the use of independent judgment and personal initiative.
Collect, evaluate, and interpret varied information and data.
Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
Analyze complex problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

CITY OF IRWINDALE
Assistant to the City Manager (Continued)

Develop recommendations for problematic areas and implement and monitor changes.
Prepare clear and concise technical, administrative, and financial reports.
Understand the organization and operation of the City, assigned program areas, and of outside agencies as necessary to assume assigned responsibilities.
Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
Properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies.
Identify and respond to community and organizational issues, concerns, and needs.
Coordinate multiple projects and meet critical deadlines.
Organize and prioritize timelines and project schedules in an effective and timely manner.
Participate in the preparation and administration of budgets.
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 communications, public administration, business administration, or a related field. A Master's degree is desirable.

Experience:

Four years of increasingly responsible administrative and analytical experience within a local government environment.

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 setting with some travel to different sites and locations; 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; 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: July 2021

CITY OF IRWINDALE

FINANCE ANALYST

*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 direction, performs professional and technical accounting and analytical duties in support of the Finance Department; prepares financial analyses, reports, and financial statements and completes professional and technical accounting assignments; processes City payroll; maintains financial and statistical records; and performs related duties 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. Performs professional and technical accounting and analytical duties in support of the Finance Department.
2. Oversees payroll including biweekly payroll processing, tax withholdings and filings, pension contributions, deferred compensation, and all other related payroll duties.
3. Prepares and reviews payroll and timekeeping records; computes all payment due related to the payroll function, including taxes, insurance premiums, retirement and other benefit programs; answers a variety of payroll related questions.
4. Performs duties in support of the successor agency's accounts payable function; receives incoming invoices for payment and reviews for accuracy; distributes invoices to appropriate departments; processes invoices and disbursement requests; researches discrepancies; ensures that payments are processed in a timely manner.
5. Prepares journal entries required for all City and associated authority funds or SMARA payments; performs deposit account reconciliations; processes monthly banking journal entries.
6. Oversees and verifies and/or reviews cash receipts received from City departments; prepares weekly cash deposit; verifies purpose and account numbers of cash receipts; works with departments to resolve any discrepancies; performs final posting of cash receipts batches.
7. Performs duties related to mining taxes; maintains remittance worksheets, verifies and posts mining operator quarterly tax payments and advance deposits; follows up on discrepancies; reconciles mining tax revenue and advance deposits; calculates mining tax rates based on CPI.
8. Participates in the management of grant and special revenue funds; reviews claim forms, maintains records, posts journal entries; ensures departments comply with grant requirements, and coordinates and prepares for audits.
9. Participates in the City's annual budget process; prepares documents for budget meetings, communicates with departments, and maintains budget files and records.
10. Performs duties related to the City's fixed assets program; maintains and updates asset records; conducts an annual fixed asset audit; calculates depreciation expense based on asset type.
11. Assists with the purchasing function; keeps records and tracks department spending; maintains vendor files.

CITY OF IRWINDALE
Finance Analyst (Continued)

12. Assists departments with budget transfers and various budget questions throughout the fiscal year.
13. Prepares various monthly, quarterly, and annual financial reports related to payroll, IRS, State mandated filings, annual local government compensation report, and ACA reporting.
14. Prepares audit schedules and reconciliation in preparation for the interim; processes accrual and reversals; provides extensive support to auditors during audit.
15. Maintains complex subsidiary schedules and reconciliations for extensive payroll related tasks as required by MOUs and for year-end audit purposes.
16. Trains and supervises the work of Summer Youth Workers and part-time or temporary staff as needed; provides input on performance and goals.
17. 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:

Principles of governmental accounting, payroll, and financial reporting.
Generally Accepted Accounting Principles (GAAP).
Methods and techniques of coding, verifying, balancing, and reconciling accounting records.
Principles and practices of auditing.
Principles and practices of financial record keeping.
Methods and techniques of effective financial report preparation and presentation.
Automated accounting systems.
Office procedures, methods, and equipment including computers and applicable software applications.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Organize, prepare, and balance payroll accounting records.
Prepare a variety of budgets, financial statements, reports, and analyses.
Analyze, post, balance, and reconcile financial data, ledgers, and accounts.
Plan and organize work to meet changing priorities and deadlines.
Research, compile, and interpret a variety of information and make appropriate recommendations.
Prepare a variety of administrative and financial reports.
Review financial records, reports, and related documents, identify discrepancies, and resolve problems related to assigned area of responsibility.
Implement and maintain filing systems.
Work cooperatively with other departments, City officials, and outside agencies.
Understand and apply pertinent laws, codes, and regulations.
Operate office equipment including computers and supporting 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:*

CITY OF IRVINDALE
Finance Analyst (Continued)

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in finance, accounting, public administration, business administration, or a related field.

Experience:

Three years of professional experience in payroll, accounting, or financial management.

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: Standard office environment.

Physical: Ability to work in a standard office environment and sit for long periods which may include extensive computer use; occasional lifting of items such as files and stacks of paper weighing up to twenty-five pounds. Ability to stoop, reach, and climb a ladder to retrieve and move records within the office.

Vision: See in the normal visual range with or without correction; vision sufficient to read small print, computer screens and other printed documents.

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

Date: November 2016

Revised: July 2021

RESOLUTION NO. 2021-53-3265

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPLACING RESOLUTION NO. 2021-29-3241, 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 Association (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. 2021-29-3241 on April 14, 2021, which established the number of positions, schedule of classes, compensation, and benefits for City 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, through the adoption of the FY 2021-22 budget and Resolution No. 2021-56-3268 (Recreation Department Reorganization), City Council approved various personnel adjustments, including new job title classifications; and

WHEREAS, to facilitate administration and in accordance with applicable laws and regulations, the City Council desires to adopt Resolution No. 2021-53-3265, establishing the number of positions, schedule of classes, compensation, and benefits of City employees in their entirety, to replace Resolution No. 2021-29-3241.

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. 2021-29-3241. 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 July 1, 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
Accountant	1	40
Administrative Secretary	1	32
Aquatics Supervisor	1	43
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	4	33
Executive Assistant	1	37 (Y-rated 42)
Finance Analyst	2**	40
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	2	40
Maintenance Aide	4	21 (Y-rated 12)
Maintenance Lead Worker	1	34 (Y-rated 43)
Maintenance Worker I	0	26

Classification Title	Authorized Number	Salary Range
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	20	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
Senior Planner	1	51
Senior Recreation Leader	3	14 (Y-rated 13)

* 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 July 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
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%	1 st 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 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
Aquatics Aide/Pool Cashier	\$14.00
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

Classification Title	Hourly Compensation
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
Tutor	\$15.50

* 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 July 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. 2021-53-3265 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 July 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

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Southern California Edison LED Street Lighting Upgrades in the City of Irwindale

City Manager's Recommendation:

- 1) Authorize the City Manager to execute Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement between Southern California Edison and the City of Irwindale.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director

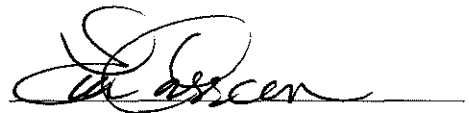


Reviewed by:

Adrian R. Guerra, City Attorney

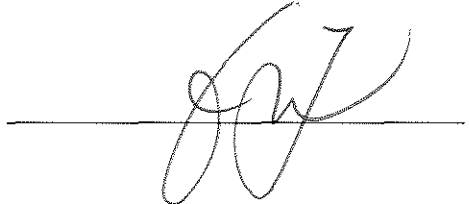
Electronically approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

- 1) The City of Irwindale has been working with the San Gabriel Valley Council of Governments, Southern California Regional Energy Network, Southern California Gas Company and Southern California Edison to discuss existing and potential energy efficiency and savings programs for the City of Irwindale. As a result, last

year, the City of Irwindale successfully reached the gold tier under the San Gabriel Valley Energy Champion Awards for its energy efficiency efforts. The award is issued by all four agencies listed above.

- 2) To continue the City of Irwindale's energy efficiency efforts, staff is working with Southern California Edison (SCE) to upgrade approximately 700 street lights located throughout the city but owned and maintained by SCE; however, the energy usage on these street lights is actually paid for by the City of Irwindale.
- 3) The street lights throughout the City of Irwindale are currently a high pressured sodium vapor (HPSV). SCE is offering to install, own, operate, and maintain Light Emitting Diode (LED) Fixtures for the street lights located throughout the City of Irwindale. To do so, the City of Irwindale is required to enter into a contract agreement with SCE for this work and the City will be responsible for paying for the LED fixture replacement rate.
- 4) Upgrading the City's street lights to LED will provide brighter, instantaneous lighting to city streets, provide a more environmentally friendly product that does not contain lead or mercury and gives off less CO2 emission, reduce the amount of insects attracted to lighting, provide less glare, and provide a safer area for our residents and patrons by detracting crime in well lite areas.

Fiscal Impact:

There is a cost associated with the street light LED upgrades. The City of Irwindale is responsible for paying for the LED Fixture Replacement rate or tariff, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of the Schedule LS-1; however, the replacement costs will be incurred through our monthly billing statement instead of a one-time payment. Embedded within the tariff is a recovery mechanism that collects back the initial cost of installation and materials. The recovery mechanism stays in place for the initial 20 years and then falls away. The savings is greater than the recovery mechanism so the City will see a savings right from the start and it will grow after the 20 years. The FY 2021-2022 Budget includes funding for street light monthly invoices, and a financial analysis will be conducted during the mid-year financial review to verify that the savings are greater than the recovery mechanism to collect the replacement costs, thereby confirming we stay within budget. It is expected that, over time, the monthly cost of the City's energy bill will decrease once the LED lights have been installed and in use for a period of time.

Attachment(s):

1. SCE and City of Irwindale Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement
2. SCE Schedule LS-1 Lighting – Street and Highway – Unmetered Service Company-owned System



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 57074-E
Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

(To be inserted by utility)

Advice 3241-E
Decision 14-10-046

1P8

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 30, 2015
Effective Jun 1, 2016
Resolution _____

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this _____ day of _____,

_____ (Effective Date), is entered into between Southern California Edison Company (SCE) and _____, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

5. AMENDMENTS; ASSIGNMENTS

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

William K. Tam

(Name)
City Manager

(Title)
5050 N. Irwindale Avenue

(Address)
Irwindale, CA 91706

(City, State, Zip)

SCE:

Business Customer Division
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____
NAME: William K. Tam
TITLE: City Manager
DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT

City of Irwindale

CUSTOMER ACCOUNT NO.

1001316650

SERVICE ACCOUNT NO.

700163738266, 700167555016, 700353926166, 700446055352

(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

Various

APPLICANT REQUESTED READY TO SERVE DATE

SCE READY TO SERVE DATE _____

DESCRIPTION OF **LED** FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS
AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): _____



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 71367-E
Cancelling Revised Cal. PUC Sheet No. 70393-E

Schedule LS-1
LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 1

APPLICABILITY

Applicable to service for the lighting of streets, highways, and publicly-owned and publicly-operated automobile parking lots that are open to the general public where SCE owns and maintains the street lighting equipment and associated facilities included under this Schedule.

Option E:

Beginning January 1, 2016, Option E, Energy Efficiency - Light Emitting Diode (LED) Fixture Replacement, is available to Customers that elect to have SCE replace its existing street lighting fixtures serving Customer load under this Schedule with LED street lighting fixtures to achieve energy efficiency benefits for the Customer. See Special Condition 14.

Distribution Pole-Mounted Discount:

Customers who meet the eligibility criteria outlined in Special Condition 15 may elect to receive a Distribution Pole-Mounted Discount for eligible street lighting facilities.

TERRITORY

Within the entire territory served.

RATES

	Delivery Service								Generation*	
	Trans*	Distrib*	NSGC*	NDC*	PPPC*	DWRBC*	PUCR*	Total*	UG**	DWREC**
Energy Charge* - \$/kWh/Lamp/Month										
All Night Service	0.00991 (R)	0.08948 (I)	0.00500	(0.00056)	0.00521 (I)	0.00580	0.00130	0.11614 (I)	0.04730 (I)	0.00000
Midnight Service	0.00991 (R)	0.08948 (I)	0.00500	(0.00056)	0.00521 (I)	0.00580	0.00130	0.11614 (I)	0.04730 (I)	0.00000
All Night/Midnight Service Charge										
Incandescent Lamps** - \$/Lamp/Month										
103 Watt		9.65						9.65		
202 Watt		9.61						9.61		
327 Watt		9.61						9.61		
448 Watt		0.00						0.00		
Mercury Vapor Lamps** - \$/Lamp/Month										
100 Watt		9.17						9.17		
175 Watt		8.96						8.96		
250 Watt		9.41						9.41		
400 Watt		9.70						9.70		
700 Watt		9.65						9.65		
1,000 Watt		0.00						0.00		
High Pressure Sodium Vapor Lamps - \$/Lamp/Month										
50 Watt		8.94						8.94		
70 Watt		8.96						8.96		
100 Watt		8.96						8.96		
150 Watt		9.36						9.36		
200 Watt		9.69						9.69		
250 Watt		9.75						9.75		
310 Watt		9.75						9.75		
400 Watt		9.69						9.69		

(Continued)

(To be inserted by utility)

Advice 4488-E-A
Decision _____

107

Issued by
Michael Backstrom
Vice President

(To be inserted by Cal. PUC)

Date Submitted May 14, 2021
Effective Jun 1, 2021
Resolution _____



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 71368-E
Cancelling Revised Cal. PUC Sheet No. 70394-E

Schedule LS-1 Sheet 2
LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE
COMPANY-OWNED SYSTEM
(Continued)

RATES (Continued)

	Delivery Service							Generation ⁹		
	Trans ¹	Distrib ²	NSGC ³	NDC ⁴	PPPC ⁵	DWRBC ⁶	PUCRF ⁷	Total ⁸	UG***	DWREC ¹⁰
Low Pressure Sodium Vapor Lamps** - \$/Lamp/Month										
	35 Watt	10.90						10.90		
	55 Watt	10.90						10.90		
	90 Watt	11.51						11.51		
	135 Watt	11.59						11.59		
	180 Watt	11.61						11.61		
Metal Halide Lamps** - \$/Lamp/Month										
	70 Watt									
	100 Watt	10.10						10.10		
	150 Watt	9.90						9.90		
	175 Watt	10.06						10.06		
	250 Watt	9.87						9.87		
	400 Watt	10.19						10.19		
Base LED Charge ¹¹										
Light Emitting Diode (LED) Lamps - \$/Lamp/Month										
(High Pressure Sodium Vapor Recommended Lamps)										
	50 Watt	8.87						8.87		
	70 Watt	8.87						8.87		
	100 Watt	8.94						8.94		
	150 Watt	9.45						9.45		
	200 Watt	9.80						9.80		
	250 Watt	10.06						10.06		
	310 Watt	10.86						10.86		
	400 Watt	11.06						11.06		
Option E - LED Lamps - \$/Lamp/Month ¹²										
(High Pressure Sodium Vapor Recommended Lamps)										
	50 Watt	10.29						10.29		
	70 Watt	10.35						10.35		
	100 Watt	10.49						10.49		
	150 Watt	11.12						11.12		
	200 Watt	11.73						11.73		
	250 Watt	12.32						12.32		
	310 Watt	13.57						13.57		
	400 Watt	13.94						13.94		
Distribution Pole Mounted Discount (\$/Lamp/Month)										
		(4.46)						(4.46)		
Tap Device Annual Charge - \$/Device										
		14.01						14.01		

* The kilowatthours used to determine the Energy Charge for the lamp types and sizes served under this Schedule are shown in the Special Conditions section, below.

** Closed to new installations.

*** The ongoing Competition Transition Charge (CTC) of \$(0.00001) per kWh is recovered in the URG component of Generation.

1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved. The TOTCA represents the Transmission Revenue Balancing Account Adjustment (TRBAA) of \$(0.00113) per kWh, Reliability Services Balancing Account Adjustment (RSBAA) of \$(0.00001) per kWh, and Transmission Access Charge Balancing Account Adjustment (TACBAA) of \$0.00315 per kWh. (R)

2 Distribn = Distribution

3 NSGC = New System Generation Charge

4 NDC = Nuclear Decommissioning Charge

5 PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Surcharge where applicable.)

6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is the Wildfire Fund Non-Bypassable Charge which supports the California Wildfire Fund and is not applicable to exempt Customers pursuant to D.19-10-056.

7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.

8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.

9 Generation = The Generation rates are applicable only to Bundled Service Customers.

10 DWREC = Department of Water Resources (DWR) Energy Credit - For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

11 Base LED Charge lists the charges applicable to Customers with LED fixtures installed upon a lump sum payment(s).

12 Option E is the monthly Energy Efficiency Premium Charge and the Base LED Charge by fixture wattage.

Energy Efficiency Premium Charges (EPCC) by fixture wattage: 50 Watt / \$1.48, 70 Watt / \$1.32, 100 Watt / \$1.55, 150 Watt / \$1.67, 200 Watt / \$1.93, 250 Watt / \$2.26 and 400 Watt / \$2.79

13 The charges for LED by wattage are based on the actual wattage of LED lamps. Instead for the LED rates, High Pressure Sodium Vapor equivalent wattages are used as proxies for LED wattages.

(Continued)

(To be inserted by utility)

Advice 4488-E-A

Decision

207

Issued by
Michael Backstrom
Vice President

(To be inserted by Cal. PUC)

Date Submitted May 14, 2021

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Resolution

Jun 1, 2021



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 61255-E
Cancelling Revised Cal. PUC Sheet No. 48931-E

Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 3

(Continued)

SPECIAL CONDITIONS

1. Kilowatthours for Lamp Type and Size: The kilowatthours for the lamp types and sizes served under this Schedule used to determine the Energy Charge are shown below:

<u>Nominal Lamp Rating</u>	<u>kWh Per Lamp</u>	<u>Per Month*</u>	
		A	B
<u>Lamp</u>	<u>Average</u>	<u>All</u>	<u>Midnight</u>
<u>Wattage</u>	<u>Initial</u>	<u>Night</u>	<u>Service</u>
<u>Lumens</u>		<u>Service</u>	
<u>Incandescent Lamps**</u>			
103	1,000	35.535	18.633
202	2,500	69.690	36.542
327	4,000	112.815	59.154
448	6,000	154.560	81.043
<u>Mercury Vapor Lamps**</u>			
100	4,000	45.195	23.698
175	7,900	74.520	39.074
250	12,000	103.845	54.451
400	21,000	163.530	85.747
700	41,000	277.035	145.263
1,000	55,000	391.575	205.322
<u>High Pressure Sodium Vapor Lamps **</u>			
50	4,000	20.010	10.492
70	5,800	28.635	15.015
100	9,500	40.365	21.165
150	16,000	66.585	34.914
200	22,000	84.870	44.501
250	27,500	107.985	56.622
310	37,000	132.135	69.285
400	50,000	167.325	87.737
<u>Low Pressure Sodium Vapor Lamps **</u>			
35	4,800	21.735	11.397
55	8,000	28.980	15.196
90	13,500	45.195	23.698
135	22,500	62.790	32.924
180	33,000	79.005	41.426
<u>Metal Halide Lamps **</u>			
70	5,500	32.430	16.998
100	8,500	44.505	23.328
150	12,000	61.410	32.188
175	12,000	74.175	38.879
250	19,500	101.775	53.346
400	32,000	158.010	82.822
1,000	100,000	372.600	195.300
1,500	150,000	553.725	290.238

* When an account has more than one lamp, the total kWh will be the kWh per month lamp rating to three decimal places multiplied by the number of lamps.

** Closed to new installations.

(N)

(N)

(N)

(N)

(Continued)

(To be inserted by utility)

Advice 3561-E

Decision

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Caroline Choi
Senior Vice President

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Rosemead, California (U 338-E)

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 4

(T)

(Continued)

SPECIAL CONDITIONS (Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps

Lamp Watts Including Driver Loss***	Lamps Watts Including Driver Loss Mid-Point Range****	kWh per Lamp per Month Multiple Service kWh*****	
		All Night	Midnight
0-5	2.50	0.9	0.5
5.01-10	7.50	2.6	1.4
10.01-15	12.50	4.3	2.3
15.01-20	17.50	6.0	3.2
20.01-25	22.50	7.8	4.1
25.01-30	27.50	9.5	5.0
30.01-35	32.50	11.2	5.9
35.01-40	37.50	12.9	6.8
40.01-45	42.50	14.7	7.7
45.01-50	47.50	16.4	8.6
50.01-55	52.50	18.1	9.5
55.01-60	57.50	19.8	10.4
60.01-65	62.50	21.6	11.3
65.01-70	67.50	23.3	12.2
70.01-75	72.50	25.0	13.1
75.01-80	77.50	26.7	14.0
80.01-85	82.50	28.5	14.9
85.01-90	87.50	30.2	15.8
90.01-95	92.50	31.9	16.7
95.01-100	97.50	33.6	17.6
100.01-105	102.50	35.4	18.5
105.01-110	107.50	37.1	19.4
110.01-115	112.50	38.8	20.3
115.01-120	117.50	40.5	21.2
120.01-125	122.50	42.3	22.2
125.01-130	127.50	44.0	23.1
130.01-135	132.50	45.7	24.0
135.01-140	137.50	47.4	24.9
140.01-145	142.50	49.2	25.8
145.01-150	147.50	50.9	26.7
150.01-155	152.50	52.6	27.6
155.01-160	157.50	54.3	28.5
160.01-165	162.50	56.1	29.4
165.01-170	167.50	57.8	30.3
170.01-175	172.50	59.5	31.2

(Continued)

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Advice 2591-E
Decision _____

4C20

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 5

(T)

(Continued)

SPECIAL CONDITIONS (Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps

<u>Lamp Watts Including Driver Loss***</u>	<u>Lamps Watts Including Driver Loss Mid-Point Range****</u>	<u>kWh per Lamp per Month Multiple Service kWh*****</u>	
		<u>All Night</u>	<u>Midnight</u>
175.01-180	177.50	61.2	32.1
180.01-185	182.50	63.0	33.0
185.01-190	187.50	64.7	33.9
190.01-195	192.50	66.4	34.8
195.01-200	197.50	68.1	35.7
200.01-205	202.50	69.9	36.6
205.01-210	207.50	71.6	37.5
210.01-215	212.50	73.3	38.4
215.01-220	217.50	75.0	39.3
220.01-225	222.50	76.8	40.2
225.01-230	227.50	78.5	41.1
230.01-235	232.50	80.2	42.0
235.01-240	237.50	81.9	42.9
240.01-245	242.50	83.7	43.9
245.01-250	247.50	85.4	44.8
250.01-255	252.50	87.1	45.7
255.01-260	257.50	88.8	46.6
260.01-265	262.50	90.6	47.5
265.01-270	267.50	92.3	48.4
270.01-275	272.50	94.0	49.3
275.01-280	277.50	95.7	50.2
280.01-285	282.50	97.5	51.1
285.01-290	287.50	99.2	52.0
290.01-295	292.50	100.9	52.9
295.01-300	297.50	102.6	53.8
300.01-305	302.50	104.4	54.7
305.01-310	307.50	106.1	55.6
310.01-315	312.50	107.8	56.5
315.01-320	317.50	109.5	57.4
320.01-325	322.50	111.3	58.3
325.01-330	327.50	113.0	59.2
330.01-335	332.50	114.7	60.1
335.01-340	337.50	116.4	61.0
340.01-345	342.50	118.2	61.9
345.01-350	347.50	119.9	62.8
350.01-355	352.50	121.6	63.7

(Continued)

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Southern California Edison
Rosemead, California (U 338-E)

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 6

(Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps (Continued)

<u>Lamp Watts Including Driver Loss***</u>	<u>Lamps Watts Including Driver Loss Mid-Point Range****</u>	<u>kWh per Lamp per Month Multiple Service kWh*****</u>	
		<u>All Night</u>	<u>Midnight</u>
355.01-360	357.50	123.3	64.6
360.01-365	362.50	125.1	65.6
365.01-370	367.50	126.8	66.5
370.01-375	372.50	128.5	67.4
375.01-380	377.50	130.2	68.3
380.01-385	382.50	132.0	69.2
385.01-390	387.50	133.7	70.1
390.01-395	392.50	135.4	71.0
395.01-400	397.50	137.1	71.9

*** Lamp Wattage is based on the total wattage consumption of the lamp and driver.

**** The Mid-Point Range of the Lamp Watts including driver, is established by deducting 2.5 Watts from the highest wattage of the corresponding range in the "Lamp Watts Including Driver" column.

***** The energy use calculation for All Night Service is (Mid-Point Range watts) x (4,140 hours/12 months/1000). The same calculation is used for Midnight service except that the hours of service is replaced with 2,170 hours.

(D)

(Continued)

(To be inserted by utility)

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Southern California Edison
Rosemead, California (U 338-E)

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Schedule LS-1 Sheet 7
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM
(Continued)

SPECIAL CONDITIONS (Continued)

2. Standard Installation: A standard installation includes an overhead multiple service installation where SCE furnishes bracket or mast arm construction and standard luminaire attached to a wood pole.

SCE is responsible for all installation costs associated with the initial street light installation, as well as ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. The installed cost of the Standard Installation is established by Commission Decision in SCE's General Rate Case proceeding. All facilities installed shall become and remain the sole property of SCE. (N)

3. Other Than Standard Installation:

a. Prior to January 1, 2014: (N)

- (1) Installation and Payment Provision: Where the applicant requests the installation of an other than standard (OTS) Installation and the request is acceptable to SCE, SCE will install the requested equipment provided the OTS street light, installation, design, labor and material is in accordance with SCE's design and engineering specifications, and the applicant agrees to advance the amount invoiced for the installation, as described in 3.a.(2) below. For an underground service installation, the Applicant is responsible for furnishing and installing any necessary conduit, structures, excavating, backfilling and restoration of the pavement in accordance with SCE's specifications. SCE will retain ownership of the facilities, and will be responsible for ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. Advances made for other than a standard installation will not be refunded. (T)

- (2) Wood Pole Allowance Provision: For OTS Installations where SCE installs the requested equipment, as described in Special Condition 3.a(1) above, the applicant is required to pay the estimated difference between the OTS installed costs and the Wood Pole Allowance. This amount will be invoiced by SCE, and the customer must satisfy both of the following conditions before January 1, 2014 for the provision of the Wood Pole Allowance to apply: (N)

- (a) A complete street light design package must be submitted to SCE including the SCE street light authorization form completed by the applicable public authority, and; (N)
- (b) The SCE invoice for the proposed streetlight facilities must be paid in full. (D)
- (L)

(Continued)

(To be inserted by utility)

Advice 2872-E
Decision 13-03-031

7C18

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Akbar Jazayeri
Vice President

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Southern California Edison
Rosemead, California (U 338-E)

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Schedule LS-1 Sheet 8
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM
(Continued)

SPECIAL CONDITIONS (Continued)

3. Other Than Standard Installation: (Continued)

b. Starting on January 1, 2014:

(1) Installation and Payment Provision: Effective January 1, 2014, where the applicant requests an OTS Installation, and the request is acceptable to SCE, the requested equipment will be installed pursuant to Installation Options (a) or (b), below: (T)

(a) Applicant-Installed: The applicant provides the OTS street light, installation, labor and material (cable and related electrical facilities) of OTS by the applicant's qualified contractor or sub-contractor in accordance with SCE's design and engineering specifications, covers all costs associated with the installation of the OTS street light facility (including furnishing and installing any necessary conduit, structures, excavation, backfill and restoration of the pavement in accordance with SCE's specifications), pays SCE for system inspections and upon completion of facility installation and subsequent acceptance by SCE, the applicant transfers and conveys ownership of all installed structures and facilities to SCE. SCE will be responsible for ongoing maintenance and replacement service when SCE has determined that such replacement is necessary.

(b) SCE-Installed: The applicant requests SCE to provide the OTS street light installation, design, labor and material in accordance with SCE's design and engineering specifications, and the applicant agrees to advance the full cost of the installation. For an underground service installation, the Applicant is responsible for furnishing and installing any necessary conduit, structures, excavation, backfill and restoration of the pavement in accordance with SCE's specifications. SCE will retain ownership of the facilities, and will be responsible of ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. Advances made for OTS Installations will not be refunded.

(2) Wood Pole Allowance Provision: Effective January 1, 2014, SCE will discontinue granting the Wood Pole Allowance to applicants under this Schedule.

4. Hours of Service: Under SCE's standard all night operating schedule approximately 4,140 hours of service per year will be furnished. Under SCE's midnight service operating schedule approximately 2,170 hours of service per year will be furnished.

(Continued)

(To be inserted by utility)

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AN EDISON INTERNATIONAL COMPANY

Southern California Edison

Rosemead, California (U 338-E)

Revised
Cancelling Revised

Cal. PUC Sheet No. 52414-E

Cal. PUC Sheet No. 48629-E

Schedule LS-1

Sheet 9 (T)

LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

(Continued)

SPECIAL CONDITIONS (Continued)

5. Other Than All Night Service:

- a. Where the customer requests the installation and/or removal of equipment in order to obtain Midnight Service and such request is acceptable to SCE, SCE will comply with such request provided the customer first agrees to pay to SCE the estimated cost installed of any additional equipment required and/or the removal cost of equipment currently installed. Such payments will not be refunded and shall be paid in advance or in installments acceptable to SCE over a period not to exceed three years. Facilities installed in connection with such requests become and remain the sole property of SCE.
- b. Total non-energy charge(s) shown under the RATES section shall be applicable under this Schedule when SCE has been requested to discontinue the existing service by the customer and the customer has stipulated, in writing, that the facilities are to be left in place for future use.

6. Removal, Relocation or Modification of Facilities:

- a. Where street lighting service and facilities are ordered removed by a customer and such facilities, or any part thereof, were in service for a period of less than 10 years (120 consecutive months), the customer shall pay to SCE a nonrefundable amount equal to the total estimated cost installed less any customer contribution, plus the estimated cost of removal less the estimated net salvage value of the facilities.
- b. Where street lighting service and facilities were ordered removed or modified by a customer and such service and facilities, or their equivalent, are ordered reinstalled within 36 months from the date of the order to remove or to modify, the customer shall pay to SCE, in advance of the reinstallation, a nonrefundable amount equal to the cost of removal or modification of the prior facilities and the estimated cost of such reinstallation.

(Continued)

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Decision 13-03-031

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE
COMPANY-OWNED SYSTEM

Sheet 10 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

6. Removal, Relocation or Modification of Facilities: (Continued)

- c. Where street lighting facilities are ordered modified and/or relocated by a customer, the customer shall pay to SCE, in advance of such modification and/or relocation, a nonrefundable amount equal to the estimated cost of such modification and/or relocation. This includes facilities that now serve street light load only, but that may have been installed originally to serve other than street light load.
- d. Facilities removed or installed remain the sole property of SCE.

7. Requirements and Restrictions:

- a. The applicant for street light service shall specify the type of service, lamp size, and location of street lights.
- b. Service shall not be furnished under this Schedule where location, mounting height, and/or other considerations are unacceptable to SCE.
- c. The installation of street lighting equipment and facilities hereunder is contingent upon SCE obtaining easements, rights of way, and highway permits satisfactory to SCE for the required poles, lines, equipment, and facilities.
- d. In accordance with Rule 4, a written contract for a term of not less than one year and not more than five years is required in order to receive street light service under the provisions of this Schedule.
- e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, SCE will bill, and the applicant shall pay, the applicable non-energy (other charges) portion of the lamp charge(s).

(Continued)

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Decision 13-03-031

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An EDISON INTERNATIONAL Company

Southern California Edison

Rosemead, California (U 338-E)

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Cal. PUC Sheet No. 48041-E

Schedule LS-1
LIGHTING - STREET AND HIGHWAY
COMPANY-OWNED SYSTEM

Sheet 11 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

8. Timed Auxiliary Power Device Adaptor (TAP):

- a. This service is available under the terms and conditions stated below. An annual charge per device, found in the RATES section of this Schedule, plus a one-time set up administrative fee and a per modification administrative fee of \$65.00 per account plus Energy Charges billed at the LS-1 Midnight Service rate.
- b. A Standard Installation shall consist of an individual TAP installed on SCE-owned ornamental street lighting pole.
- c. This rate option is only available to governmental agencies who are the customer of record for ornamental street lighting service. A written Application and Agreement is required for service in conjunction with SCE-owned ornamental street lighting poles.
- d. SCE will install the requested TAP and the installed TAP shall remain the sole property of SCE.
- e. The installation of the applicant's holiday lighting decorations and hanger assemblies shall be in accordance with SCE's specifications.
- f. The applicant shall specify the number of TAPs required. Billing will be based on the manufacturers' 300 watt rating for each device and the hours of operation.
- g. At the time of installation of the TAP and annually thereafter until such TAP has been removed, the customer will be required to pay the annual charge.
- h. In no case shall the granting of permission to install lighted holiday decorations for use with a TAP device on SCE's ornamental poles give the applicant any additional rights.

(Continued)

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY
COMPANY-OWNED SYSTEM
(Continued)

Sheet 12 (T)

SPECIAL CONDITIONS (Continued)

9. Maintenance: SCE shall exercise reasonable care and diligence in maintaining its street light facilities or SCE-owned attachments thereto. Where SCE experiences, or expects to experience, maintenance costs exceeding its normal maintenance expense resulting from, but not limited to, vandalism, SCE may require the customer to pay the excess maintenance expense.

10. Liability of SCE: SCE shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

11. Differential Facilities Rate: Where a governmental agency (applicant) requests and SCE agrees to install facilities which are in addition to the Standard Installation (differential facilities), the differential facilities installed costs shall be borne by the applicant.

In addition, where an applicant requests and SCE agrees to acquire the applicant's series street light system, the difference between the cost of the facilities to convert the series system to multiple service and the cost of the Standard Installation, shall be borne by the applicant.

At the option of SCE, the applicant may pay the differential facilities installed costs as a monthly charge in lieu of a one-time payment. The monthly charge is equal to 1.2 percent times the differential facilities total installed costs.

A Schedule LS-1 Differential Facilities Rate Agreement is required for service under this Special Condition.

12. Parking Lot Lighting Service: An "Agreement For Parking Lot Lighting Service SCE-Owned System Schedule LS-1" (Form 14-685) shall be required for parking lot lighting service under this Schedule.

(Continued)

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Decision 13-03-031

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY
COMPANY-OWNED SYSTEM
(Continued)

Sheet 13 (T)

SPECIAL CONDITIONS (Continued)

13. Billing Calculation: A customer's bill is calculated according to the rates and conditions above.

The charges listed in the RATES section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowatthour [kWh], etc.).

As of January 1, 2012, all generation supplied to Bundled Service Customers is provided by SCE. The DWR Energy Credit provided to Bundled Service Customers is determined by multiplying the DWR Energy Credit rate component by the customer's total kWhs.

- a. Bundled Service Customers receive Delivery Service and Generation service from SCE. The customer's bill is the sum of the charges for Delivery Service and Generation service determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.

(To be inserted by utility)

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Schedule LS-1
LIGHTING - STREET AND HIGHWAY
COMPANY-OWNED SYSTEM
(Continued)

Sheet 14

SPECIAL CONDITIONS (Continue)

14. Option E: Option E, Energy Efficiency - Light Emitting Diode (LED) Fixture Replacement
Customers electing to have SCE replace its existing street lighting fixtures with LED street lighting fixtures to achieve energy efficiency benefits for the Customer may elect this Option instead of the Base LED lamp charge, which applies to Customers that elect an upfront lump sum payment for LED fixture replacement costs. Customers with decorative street lighting fixtures may also elect to be served under this Option; however an up-front one-time payment of the differential cost between the decorative light fixture and a non-decorative light fixture is required.

Customers electing this Option are subject to the monthly rates in Option E in the RATES section, which include an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge.

Customers must sign Form 14-965, Schedule LS-1 Option E, Energy Efficiency-LED Fixture Replacement Rate Agreement (Agreement) to qualify for this Option and will be subject to a term of 20 years (Term). At the end of the Term, the Customer will be moved from Option E to the Base LED Charge of this Schedule. The Customer may terminate the Agreement at any time within the Term upon a 30-day advance written notice, provided that the Customer, prior to or within the 30-day notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises with the street lighting fixtures replaced under this Option and will take service under Option E of this Schedule effective as of the date of termination; otherwise, the Customer shall pay a one-time termination charge equal to the balance of the EEPC of Option E over the remaining Term. The NPI will pay the Option E monthly charges for the remaining Term pursuant to the terms and conditions of Form 14-965 and Option E of this Schedule.

15. Distribution Pole-Mounted Discount:

Customers taking service under this Schedule with street lighting lamp fixtures mounted on distribution poles may elect to receive a Distribution Pole-Mounted Discount for each eligible street lighting lamp fixture. Customers taking service under this Schedule with street lighting lamp fixtures mounted on a distribution pole are eligible for a Distribution Pole-Mounted Discount as shown in the RATES section above. Customers are eligible to receive a Distribution Pole-Mounted Discount upon SCE's inventory of eligible streetlighting facilities within their jurisdiction. This discount will apply on the Customers next schedule billing date after a Customer elects this option, and qualifies for service herein.

(D)

(T)

(T)

(D)

(Continued)

(To be inserted by utility)

Advice 4083-E

Decision 18-07-006

Issued by

Carla Peterman

Senior Vice President

(To be inserted by Cal. PUC)

Date Submitted Oct 3, 2019

Effective Oct 3, 2019

Resolution

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Amendment No. 1 to Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Neighborhood Coyote Program

City Manager's Recommendation:

- 1) Approve, and authorize the City Manager to execute subject to City Attorney approval as to form, Amendment No. 1 to Memorandum of Agreement with the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Neighborhood Coyote Program.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

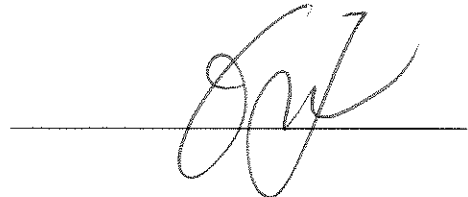
Electronically approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

- 1) On September 11, 2019, the City of Irwindale (City) entered into a Memorandum of Agreement with the San Gabriel Valley Council of Governments to provide

Coyote Management Services. These services included providing guidance to the City on how to deal with coyotes in the San Gabriel Valley by providing education, behavior modification and a human/coyote reporting and responding system. The goal of the program continues to focus on increasing community knowledge and understanding of coyote behavior and how to manage and reduce human conflicts with coyotes by encouraging coyotes to naturally return to their native environment.

- 2) For the past year and a half, the San Gabriel Valley Council of Governments (SGVCOG) has set up a hotline, email, and website where Irwindale Residents can call to report coyote sightings and interactions; developed and distributed educational and reporting information brochures, which were sent out to residents and posted on the City of Irwindale website; provided the City with monthly reports on coyote sightings and interactions; provided a webinar on coyote awareness and education; coordinated a Coyote Management Twitterchat #Let'sTalkCoyotes; presented information and an update at a City Council meeting; and provided social media material to distribute to the City's residents through the City's social media platforms.
- 3) The SGVCOG currently provides the Neighborhood Coyote Program to the following ten cities: Alhambra, Arcadia, Azusa, Covina, Irwindale, Montebello, Rosemead, San Gabriel, San Marino, and Temple City.
- 4) The Memorandum of Agreement is set to expire on October 31, 2021; however, the SGVCOG is requesting that cities process amendment number one to their MOAs now in order to revise the name of the program from Coyote Management Implementation Plan to Neighborhood Coyote Program, receive payment for Fiscal Year 2021-2022, and determine the number of cities continuing to utilize this program. Amendment No. 1 to the MOA will commence on November 1, 2021 and continue through November 30, 2023.
- 5) This program has been instrumental in creating coyote awareness to City residents and the importance of living with and trying to return coyotes to their natural habitat. It is important for this program to continue in order to educate our community on coyote awareness and knowing what to do when you encounter a coyote. During COVID-19, coyote sightings decreased for the following two reasons: (1) businesses closed; and (2) people were staying home. Coyote sightings have increased now with the reopening of California and as more and more people return to work here in the City of Irwindale.

Fiscal Impact:

The annual cost for this program is \$10,000 and is included in the Public Services Department budget for Fiscal Year 2021/2022 under Public Works Contracts.

Attachment(s):

1. Amendment No. 1 to Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Neighborhood Coyote Program.

**AMENDMENT NO. 1
TO
MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE
FOR PARTICIPATION IN THE
SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM**

This Amendment No. 1 ("Amendment") to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments (the "SGVCOG") and the City of Irwindale (the "City") For Participation in the San Gabriel Valley Neighborhood Coyote Program, dated July 14, 2021 (the "MOA") shall be effective upon the date executed by both Parties hereto ("Effective Date").

RECITALS

- A. SGVCOG and City entered into the MOA to participate in the San Gabriel Valley Coyote Management Implementation Plan; and
- B. SGVCOG has changed the name from Coyote Management Implementation Plan to Neighborhood Coyote Program; and
- C. SGVCOG and City desire to enter into this Amendment to reflect the name change and to make other changes to the MOA as are set forth herein.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- I. Wherever in the Memorandum of Agreement the term "Coyote Management Implementation Plan" appears, such term shall be replaced with "Neighborhood Coyote Program".

- II. **Article I. Term**, shall be deleted in its entirety and replaced with the following:

The term of this MOA shall commence on November 1, 2021 and shall continue through November 30, 2023. SGVCOG's Executive Director shall have the option to extend this Agreement, subject to the same terms and conditions contained herein.

- III. **Article II. Responsibilities of the Parties, Section A. Subsection 11**, shall be deleted in its entirety and replaced with the following:

- 10. The SGVCOG shall invoice the City for its share in the cost of the Neighborhood Coyote Program. The total invoice amount shall not exceed Ten Thousand Dollars (\$10,000) annually.

(a) Initial Payment Amount. The City shall pay no more than Ten Thousand Dollars (\$10,000) for the initial payment for the 2021 – 2022 fiscal year. The initial invoice will be sent upon execution of this MOA and due on July 1st, 2021.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2022 – 2023 fiscal year, the City shall pay no more than Ten Thousand Dollars (\$10,000) annually on a fiscal year (July 1st to June 30th) basis to the SGVCOG for participation in the Neighborhood Coyote Program.

IV. **Article II. Responsibilities of the Parties, Section B., Subsection 1.,** shall be deleted in its entirety and replaced with the following:

1. Participate in coordination calls and meetings with the SGVCOG and all municipalities that have entered into a Memorandum of Agreement with the SGVCOG for the Neighborhood Coyote Program for the November 1, 2021 through November 30, 2023 term.

V. **Article III. Project Management, Section A,** shall be deleted in its entirety and replaced with the following:

A. Project Managers

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Samuel Pedersen, Management Aide.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Public Services Director for the City of Irwindale or the Public Services Director's designee.

Either Party may change the designations set forth herein upon written notice to the other Party.

VI. **Article VIII. Other Terms and Conditions, Section A,** shall be deleted in its entirety and replaced with the following:

- A. Notices: All notice required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:	Samuel Pedersen
	Management Aide
	1000 S. Fremont Ave, Unit 42
	Building A-10N, Suite 10-210

with a copy to:

Alhambra, CA 91803
(626) 214-8508
spedersen@sgvcog.org
Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City:

Elizabeth Rodriguez
Public Services Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
(626) 430-2211
erodriguez@irwindaleca.gov

with a copy to:

William K. Tam
City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
(626) 430-2217
wtam@irwindaleca.gov

VII. Integration. This Amendment amends, as set forth herein, the MOA and except as specifically amended hereby the MOA shall remain in full force and effect. To the extent there is any conflict between this Amendment and the MOA, the terms and provisions of this Amendment shall control. This Amendment and the MOA, including any exhibits attached to the MOA, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.

VIII. The Parties hereby enter into this Amendment No. 1 upon the Effective Date as is set forth above.

[Signatures on Next Page]

CITY OF IRWINDALE

By: _____

Name: William K. Tam

Title: City Manager

Date: _____

Approved as to Form:

Adrian R. Guerra, City Attorney

**SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS**

By: _____

Name: Marisa Creter

Title: Executive Director

Date: _____

Approved as to Form:

David DeBerry, SGVCOG General Counsel

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Award of Contract for Tree Trimming, Maintenance and Arborist Inspection Services

City Manager's Recommendation:

- 1) Adopt Resolution No. 2021-60-3272 entitled, "A Resolution of the City Council of the City of Irwindale Approving an Additional Appropriation for Tree Trimming, Maintenance, and Arborist Inspection Services for Fiscal Year 2021/2022."
- 2) Authorize the City Manager to execute, subject to City Attorney approval as to form, a three-year agreement with West Coast Arborist for City-wide Tree Trimming, Maintenance, and Arborist Inspection Services with an option for three (3) one-year renewals.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

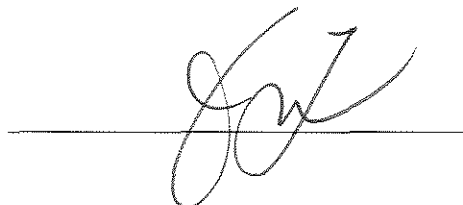
Electronically approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

- 1) The City of Irwindale ("City") has approximately 2,403 trees located in the public right-of-way, parkway, and City Parks with an estimated value of \$8,556,400. There are approximately 84 species of trees and the table below provides a breakdown of the top 10 tree species located throughout the City:

	Botanical	Common	Total
1.	Washingtonia Robusta	Mexican Fan Palm	279
2.	Cupaniopsis Anacardioides	Carrotwood	252
3.	Washingtonia Filifera	California Fan Palm	234
4.	Chitalpa Tashkentensis	Chitalpa	216
5.	Cinnamomum Camphora	Camphor Tree	189
6.	Syagrus Romanzoffianum	Queen Palm	146
7.	Lagerstroemia Indica	Crape Myrtle	93
8.	Ficus Microcarpa 'Nitida'	Indian Laurel Fig	84
9.	Jacaranda Mimosifolia	Jacaranda	69
10.	Quercus Virginiana	Sothern Live Oak	69
	Other	Other	772

Since 2015, pruning and removal of dead fronds, fruit, and flowers have occurred on an annual basis. This increased upfront costs for the pruning and removal, but reduced the danger of falling fronds and fronds contacting high voltage lines, the quantity of debris after storms, and the number of complaints from the public related to trees. To keep costs down, the City also utilizes the Street Maintenance Division to maintain, prune, and remove smaller trees in the public right-of-way as part of their monthly street inspections.

- 2) In 2015, the City released a Tree Trimming, Maintenance, and Arborist Inspection Services Request for Proposals. Three firms submitted proposals and West Coast Arborists, Inc. was awarded the contract for a six-year term, which expired on June 24, 2021.
- 3) On May 27, 2021, the Public Services Department released a Request for Proposals (RFP) for Tree Trimming, Maintenance and Inspection Services on the City's Website and emailed to the City's Tree Contractor List, which consisted of 9 contractors. The Notice of Requests for Proposals was advertised with the San Gabriel Valley Tribune on Tuesday, June 1st and posted at City Hall, the Irwindale Library and the Post Office. Questions from contractors were due on Thursday, June 3rd. Staff released Addendum No. 1 on June 14, 2021, and proposals were due on Thursday, June 24th at 5:00 p.m.
- 4) On June 24th, City Staff received four (4) proposals and the information is outlined as follows:

Contractor	Completed Proposal	Contract Amount	Status
West Coast Arborists, Inc.	Yes	\$172,215 annual	Interviewed
Mariposa Tree Management, Inc.	Yes	\$287,708 annual	Interviewed
North Star Land Care	Yes	\$491,693 annual	Interviewed
Acosta Tree Service	No	\$298,040 annual	Disqualified

- 5) On Wednesday, June 30, 2021, City Staff held interviews with West Coast Arborists, Inc., Mariposa Tree Management, Inc., and North Star Land Care. The combined proposal and interview evaluation points/ratings are as follows:

Contractor	Evaluation/Ratings
West Coast Arborists, Inc.	96%
Mariposa Tree Management, Inc.	89%
North Star Land Care	68%

- 6) City Staff recommends the contract be awarded to West Coast Arborists, Inc. (WCA) based on their ability to provide these services and the required insurance and bonds at a competitive and low cost. WCA's expertise and focus is in tree maintenance for public agencies located in California and Arizona. They currently have over 1,000 employees dedicated to providing tree maintenance service and WCA has an extensive safety program, employee training program, 90 arborists, a user friendly information technology system, an extensive fleet, and the proper equipment required to perform this service. Their employees are also part of LiUNA labor union. The contract term is not to exceed three (3) consecutive years. The City reserves the right to extend the contract term for a maximum of three (3) consecutive one-year contract renewals based on an evaluation of West Coasts Arborists performance.
- 7) City Staff is requesting to add an additional \$20,000 per year for as-needed planting of larger trees such as Palm Trees and removing dead/structural deficient trees. Therefore, the annual contract amount is \$192,215.
- 8) The maintenance contract with West Coast Arborist is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(h) of the CEQA Guidelines as a Class 1 categorical exemption (Existing Landscape). This project involves maintenance of existing trees and is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. Therefore, this award of contract is not subject to CEQA.

Fiscal Impact:

The Fiscal Year 2021/2022 Budget for Tree Trimming, Maintenance, and Inspection Services is \$70,000, budgeted 40% in the General Fund in the amount of \$28,000 and 60% in the Mining Impact Fund in the amount of \$42,000. Therefore, an additional appropriation rounded to \$122,220 is required to accept this maintenance contract. Since the tree trimming service is provided city-wide, it is recommended that this appropriation

is also allocated 40% to the General Fund in the amount of \$48,890 and 60% to the Mining Impact Fund in the amount of \$73,330.

Per Section 2.1 of the Contract, the annual cost will increase every year based on the Consumer Price Index (CPI) for the Los Angeles area, and will be based on the March-March 12-month calculation. The CPI rate to be applied to the Contract Sum every subsequent year is unknown at this time, and therefore not included in the Contract Sum section of the contract. The CPI increase will be included in the annual budget for this service for each subsequent contract year.

Attachment(s):

1. Contract/Professional Services Agreement for City-wide Tree Trimming, Maintenance, and Arborist Inspection Services
2. Resolution No. 2021-60-3272

RESOLUTION NO. 2021-60-3272

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING AN ADDITIONAL APPROPRIATION FOR TREE TRIMMING,
MAINTENANCE, AND ARBORISTS INSPECTION SERVICES
FOR FISCAL YEAR 2021/2022**

WHEREAS, there are 2,403 trees located in the public right-of-way, parkway, and City Parks with an estimated value of \$8,556,400; and

WHEREAS, since 2015, pruning and removal of dead fronds, fruit, and flowers have occurred on an annual basis increasing upfront costs for the pruning and removal, but reducing the dangers of falling fronds and fronds contacting high voltage lines, the quantity of debris after storms, and the number of complaints from the public related to trees; and

WHEREAS, in 2015, City awarded a contract for tree trimming, maintenance and arborist inspection services for a six-year term to West Coast Arborist pursuant to a formal bidding process, which expired on June 24, 2021 ("2015 Contract"); and

WHEREAS, the Public Services Department released a RFP on May 27, 2021; and

WHEREAS, Public Services Staff received four (4) proposals with one (1) contractor disqualified for not providing a completed proposal with all the required information and documents; and

WHEREAS, on June 30, 2021, City Staff interviewed three contractors, West Coast Arborists, Inc., Mariposa Tree Management, Inc., and North Star Land Care; and

WHEREAS, West Coast Arborists, Inc. was deemed the lowest responsible contractor in the amount of \$172,215 and demonstrated their ability to provide these services and insurance and bonding requirements; and

WHEREAS, City Staff is requesting an additional \$20,000 be added to West Coast Arborists, Inc.'s contract to provide as-needed tree removals and tree planting city-wide; and

WHEREAS, the City currently has \$70,000 budgeted for tree trimming in the FY 2021-2022 budget, requiring an additional appropriation rounded to \$122,220 to fully fund this contract for Fiscal Year 2021/2022.

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 hereby appropriates an additional \$122,220 to fund the tree trimming, maintenance, and inspection services city-wide. This cost is funded 40% from the General Fund and 60% from the Mining Impact Fund. Therefore, an additional appropriation of \$48,890 is required from the General Fund Reserves and an additional appropriation of \$73,330 is required from the Mining Impact Fund Reserves.

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 July, 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. 2021-60-3272 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of July 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE

CONTRACT/PROFESSIONAL SERVICES AGREEMENT FOR CITY-WIDE

TREE TRIMMING, MAINTENANCE AND ARBORIST INSPECTION SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 14th day of July, 2021, by and between the CITY OF IRWINDALE a California municipal corporation, herein ("City") and West Coast Arborists, Inc., 2200 E. Via Burton Street, Anaheim, CA 92806 (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set professional and satisfactory manner.

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

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and

that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies

and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Special Requirements.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum base contract amount of Five Hundred Seventy-six Thousand Six-hundred and Forty-five and 00/100 Dollars (\$576,645.00) for the Term (defined herein later in Section 3.4), based on the annual amount of One Hundred Ninety-two Thousand Two-hundred and Fifteen and 00/100 Dollars (\$192,215.00), which amounts include all reimbursable expenses ("Contract Sum") but does not include the CPI increase each July 1st determined by the March-March 12-month calculation for the Los Angeles area that will begin on July 1, 2022. For any Extended Term (defined herein later in Section 3.4), the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C", but not exceeding the maximum amount of Two Hundred Fifteen Thousand 00/100 Dollars (\$215,000.00) for each Extended Term.

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

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, 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; however, Contractor

acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to 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.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) consecutive years from the date hereof ("Term"). City reserves the right, in its sole discretion, to extend the Term of this Agreement for up to a maximum of three (3) consecutive one-year periods (each extended one-year term shall be referred to as, "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.

4. COORDINATION OF WORK

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

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent Contractor consistent with that role. Contractor shall not at any time or in any manner represent that it or nay of its agent or employees are agents or employees of City.

5. INSURANCE

5.1 Required Insurance Policies. Without limiting Contractor's indemnification of the City and prior to commencement of work, Contractor 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

(a) Comprehensive General Liability Insurance. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

(c) Professional Liability. (Errors and omissions) insurance. Contractor 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 Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

5.2 Other Provisions or Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold

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

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

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

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

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

8. MISCELLANEOUS

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

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

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

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

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties

hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Contractor's Authorized Initials _____

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

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF IRWINDALE,
a municipal corporation

William K. Tam, City Manager

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONTRACTOR:

West Coasts Arborists, Inc.

By: _____
Name: Patrick Mahoney,
Title: President

By: _____
Name:
Title:

Address: 2200 E. Via Burton Street
Anaheim, CA 92806

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

SIGNER IS REPRESENTING:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

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

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

DESCRIPTION OF ATTACHED DOCUMENT

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EXHIBIT "A"

SCOPE OF SERVICES

The specific tasks to be performed and completed by Contractor in performing the tree trimming, maintenance, and inspection services are as provided herein below (collectively, referred to as "Services"). Contractor shall complete all Services under this Agreement within the Term, as described in Section 3.4.

Contractor will be required to perform and complete the Services in a thorough and professional manner, and to provide any and all labor, tools, equipment, materials and supplies necessary to complete all Services in a timely manner that will meet the City's requirements. Contractor may be required to perform the following Services throughout the City upon request by the City:

1. Tree pruning
2. Tree removal
3. Tree planting
4. Crew rental
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Grid pruning program
9. Tree watering
10. Small tree care
11. Palm trunk skinning
12. Root pruning
13. Specialty equipment rental
14. Arborist services/inspection
15. Foliar and pesticide treatments, if necessary
16. GPS Tree inventory
17. Online maintenance access*

*Online maintenance is defined as internet access to an urban forestry management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility.

A. Annual Pruning Program

Routine tree pruning per pre-designed areas, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the Services in accordance with this Agreement. The intent of this Agreement is to have all trees pruned a minimum of one time each year of the Term. After the completion of an

inspection each quarter as outlined in Exhibit "D", the Contractor is required to provide the City with a report identifying the trees that are diseased, dead, poorly structured, and require pruning. The Contractor should immediately notify the City of any trees that pose a high risk and require immediate removal. Otherwise, the City will review the report and submit a work order approving the removal and pruning of the identified trees. The City will also submit work orders for service request pruning and planting of new trees that are required citywide.

B. Inspection of Hazardous Conditions

All City trees shall receive routine maintenance and periodic inspections. Contractor is to include in its price for services an ISA certified arborist to be on site for a regularly scheduled inspections at a minimum of eight (8) hours per quarter. Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree-related problems that are clearly visible. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the intent to correct problems prior to reaching crisis levels.

C. Tree Inventory

Contractor will provide the City access to a record keeping system consisting of an internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. Contractor shall provide inventory report support to the City for the entire term of the contract.

Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

Contractor shall provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory may be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried as a hard copy (i.e. map) and as part of a software program depending on the cost of such software, which will enable the City to connect the inventory to the City's GIS

system.

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor may be required to create an ESRI ArcView/ArcGIS compatible "shape file". This will be dependent on the cost and compatibility of the identified software with the City's current computer system. The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The Contractor's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of the City approved software. Minimum accuracy shall be as close as possible to one (1) meter.

2. Experience

Contractor represents that it has a minimum five (5) years experience in collecting tree inventories and developing inventory databases. Contractor further represents that it has developed a complete and comprehensive computer software program in at least five (5) California cities. The program to be developed by Contractor for City shall have specialized reports designed specifically for City's needs. The program should be developed based on the needs of the City. The user-friendly program should allow the City to generate a variety of reports quickly.

3. Scope of Work (Inventory)

Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system and future technical maintenance. Attributes to be collected by field personnel may include, but are not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential Street
- Location by Address Location by GIS
- Species by botanical name & common name Tree diameter
- Tree height
- Recommended Maintenance Classification Existing overhead Utilities
- Parkway Size, Parkway Type Sidewalk damage

4. Technical Support and Maintenance

Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

TREE PRUNING SPECIFICATIONS

A. WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees and shall be consistent with the pruning standards and best management practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-2017, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's Public Works Maintenance Supervisor shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

B. STANDARDS

Tree pruning operations shall commence no earlier than 7:00 a.m. and shall be completed each day no later than 6:00 p.m. Except for work to be done on City's major thoroughfares as indicated on section C. Traffic control shall be in accordance with subsection C of this Exhibit.

A pruning cut that removes a branch at this point of origin will be used on all limbs less than two inches (2") and shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub. For limbs two inches (2") in diameter or greater and any limb that may cause bark tearing at the crotch, must be removed with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. This will remove the limb. The final cut should be just outside the branch collar (crotch) in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches ($3\frac{1}{2}$ ") or larger in diameter shall be precut to avoid splitting of the wood or tearing of the bark and lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City's Public Services Director. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

1. Annual Routine Tree Pruning

Routine tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International

Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the resident forty-eight (48) hours in advance of pruning. The notice will have to be approved by the Public Services Director, or such person as may be designated by the Public Services Director, prior to sending it to residents.
- (c) Contractor shall provide and post "No Parking" signs forty-eight (48) hours in advance of work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree maintenance operations. Contractor shall be responsible for advance notification to residents at each work location. Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) When pruning fungus infected, diseased or fire blighted limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- (i) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for

the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. See Standards outlined in Section B above. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Traffic Clearances

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City's Contracting officer and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs

and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City's Public Services Director, or such person as may be designated by the Public Services Director, and in accordance to the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the Public Services Director or such a person as may be designated by the Public Services Director. Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.
- b. Palm skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

4. Service Request Tree Pruning

Trees that need service prior to their scheduled annual trim shall be trimmed according to the following timeline. The City shall submit a list of work orders to the Contractor. The service requests on that list shall be completed within the first two weeks of the City's work order submittal.

The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs

when necessary to distribute the foliage evenly.

5. Tree Removals

Contractor is responsible for calling Underground Service Alert (USA) when directed by City to perform tree removal. Crew removes tree and hauls away all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City's Public Services Director, or such person as may be designated by the Public Services Director, shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the contractor and shall be properly disposed of on the same working day. No wood shall be left along the public right-of-way.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6. Tree Planting

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by Public Services Director, or such person as may be designated by the Public Services Director, and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and workmanship.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as its put into the hole.
- (f) Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (⅔) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- (i) In some cases, root barriers may be required. The Public Services Director, or such person as may be designated by the Public Services Director, will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

7. Crew Rental

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

8. Emergency Response

Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least five (5) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

9. Line Clearance Pruning

During the course of this contract, the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a

Certified Utility Specialist and the persons completing the work should be Line Clearance Treeworkers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

10. Tree Watering

The City may require tree-watering services. Watering is performed by a one-man crew with a water truck who will water various routes including landscape, median and young trees that are three (3) years old and younger.

11. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

12. Arborist Services

On occasion, the City requires tree evaluations including written reports. Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

C. TRAFFIC CONTROL

Contractor shall conform to all City traffic safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employee staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA) and in accordance with the California MUTCD latest edition.

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

Unless otherwise approved by the City's Public Services Director, or such person as may be designated by the Public Services Director, all work shall be done before and after the hours of 9:00 a.m. and 3:00 p.m. respectively. All work on the city's major thoroughfares shall be in accordance with as the requirements as shown below:

- On Arrow Highway: No work shall be done before the hours of 9:00 a.m. on the Westbound direction and no work shall be done after 3:00 p.m. on the Eastbound direction.

- On Live Oak Avenue: No work shall be done before the hours of 9:00 a.m. on the Westbound direction and no work shall be done after 3:00 p.m. on the Eastbound direction.
- On Irwindale Avenue: No work shall be done before the hours of 9:00 a.m. on the Southbound direction and no work shall be done after 3:00 p.m. on the Northbound direction.
- On Foothill Avenue: No work shall be done before the hours of 9:00 a.m. on the westbound direction and no work shall be done after 3:00 p.m. on the Eastbound direction.

D. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notices must be approved by the Public Services Director, or such person as may be designated by the Public Services Director, prior to distribution.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning forty-eight (48) hours prior to the work being performed.

E. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The Public Services Director, or such person as may be designated by the Public Services Director, shall be the sole judge as to the adequacy of the cleanup.

F. DISPOSAL OF DEBRIS

All tree debris produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive information detailing the amount of debris recycled. This information will be used for compliance with Assembly Bill 939, Assembly Bill 341, Assembly Bill 1826 and Senate Bill 1383.

1. *Greenwaste Recycling Report:*

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. *Wood Chips:*

Chips generated from pruning operations within the City may first be dumped at a

City designated site.

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City's Public Services Director, or such person as may be designated by the Public Services Director. All modifications shall be in writing.
2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor shall provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within two (2) hours of receipt of the call.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall perform the requested Services on a time-and-materials basis as set forth in the Scope of Services in accordance with the following unit rate schedule, the Contract Sum of \$576,645 for the three-year term of the agreement, based on the following Schedule of Compensation Rate:

CITY OF IRWINDALE

SCHEDULE OF COMPENSATION

ATTACHMENT "A"

Name of Firm:	West Coast Arborists, Inc.
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A. General Services (per year)

	Services	Estimated Units	Unit Price	Total Costs
1.	Cost per Street/Park Tree Trimming (Grid Pruning)	400	\$ 70.00	\$ 28,000
2.	Cost per Palm Tree Trimming (Grid)	660	\$ 70.00	\$ 46,200
3.	Aesthetic or Service Request per Pruning	1,343	\$ 70.00	\$ 94,010
4.	Cost per Tree Inspection based on Grid Schedule	801	\$ 5.00	\$ 4,005
A. SUB-TOTAL - GENERAL SERVICES:				\$ 172,215.00

B. Emergency Services

Fully equipped 3 person crew called in for emergency service; to include all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.

	Services	Unit	Unit Price
1.	Crew Price per hour (M-F, normal business hours)	EA Hourly	\$ 285.00
2.	Crew Price per Hour (weekends and/or holidays)	EA Hourly	\$ 360.00
SUB-TOTAL - EMERGENCY SERVICES:			\$ 645.00

B. Other Costs

	Services	Estimated Units	Unit Price
1.	Aesthetic or Service Request Pruning		
	0-6" diameter at breast height (dph)	Per Tree	\$ 70.00
	7-12" dbh	Per Tree	\$ 120.00
	12-18" dbh	Per Tree	\$ 190.00
	19-24" dbh	Per Tree	\$ 240.00
	25-36" dbh	Per Tree	\$ 280.00
	37" dbh & over	Per Tree	\$ 330.00
2.	Tree Removal		
	Tree and stump removal 0-24"	Per Diameter Inch	\$ 37.00
	Tree removals over 25" dbh	Per Diameter Inch	\$ 42.00
	Stump only removal	Per Inch	\$ 15.00
3.	Tree Raising	Per Tree	\$ 62.00

ATTACHMENT "A-1"

CITY OF IRWINDALE
SCHEDULE OF COMPENSATION
ATTACHMENT "A" CONTINUED

4.	Tree Planting (includes labor, tree, and 90-day Tree Establishment Period)		
	15 gallon tree w/out Root Ball (RB)	Per Tree	\$ 195.00
	15 gallon tree with RB	Per Tree	\$ 225.00
	24 inch box tree w/out RB	Per Tree	\$ 350.00
	24 inch box tree with RB	Per Tree	\$ 395.00
	36 inch box tree w/o RB	Per Tree	\$ 975.00
	36 inch box tree with RB	Per Tree	\$ 1,075.00
	48 inch box tree with RB	Per Tree	\$ 1,875.00
	Specialty Plan 15 gallon tree w/o RB	Per Tree	\$ 225.00
	Specialty Plan 15 gallon tree with RB	Per Tree	\$ 250.00
	Specialty Plant 24 box tree w/o RB	Per Tree	\$ 395.00
	Specialty Plant 24 box tree with RB	Per Tree	\$ 425.00
5.	Tree Watering, optional (1 worker 8 hours) (cost of water+ equipment?)	Per Day	\$ 720.00
6.	Specialty Equipment	Per Hour	\$ 95.00
7.	Palm Skinning	LF	\$ 17.00
8.	Root Pruning	LF	\$ 20.00
9.	Root Barrier Installation (12" or 18" Barrier)	LF	\$ 20.00
10.	Tree Inventory Software, optional	Annually	\$ 0
	GPS Inventory Report	LS	\$ 0
	Tree Inventory Updates (Adding new sites and/or work history)	LS/year	\$ 0
11.	Arborist Service & Plant Health Care	Per hour	\$ 150.00

A copy of the firm's unit pricing schedule can be attached to this sheet with additional costs not listed above; however, Attachment "A" is still required to be filled out and submitted with the proposal.

ATTACHMENT "A-2"

An additional \$20,000 for as-needed tree planting and dead/structurally deficient tree removals is added to the general sub-total of \$172,215 for a total annual contract amount of \$192,215.

The above rates are valid for one year through June 30, 2022. Each subsequent year will be subject to a cost increase based on the Consumer Price Index (CPI). The CPI increase will occur each July 1st and will be based on March-March calculations for the Los Angeles Area.

The Contract Sum is inclusive of all costs and fees for labor, equipment and materials of any kind utilized by Contractor to complete the Services. Contractor shall not be entitled to any other compensation or reimbursement of expenses beyond the above rate for performance of Services, except as specifically described in the attached schedule of rates. Any additional work authorized by City in writing shall be performed by Contractor based on the above rate schedule.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

TREE TRIMMING, MAINTENANCE, AND
ARBORIST INSPECTION SCHEDULE AND LOCATION MAP



Quarter 1 (July –September) Area A	Quarter 2 (October – December) Area B	Quarter 3 (January – March) Area C	Quarter 4 (April – June) Area C
Ayon Avenue (South of Arrow Highway)	Arrow Highway (East of Live Oak East End)	Alice Rodriguez Circle	Durbin Street
Azusa Canyon Road	Ayala Avenue	Alpha Street	Los Angeles Street (West of Hornbrook Avenue)
Calle de Paseo	Ayon Avenue	Arrow Highway (West of Live Oak East End)	Lower Azusa Road
Charter Street	Avendia Padilla	Avenida Barbosa	Olive Street
City Hall	Business Center Drive	Bateman Avenue	Park Avenue
Cypress St	Calle Eva Miranda	Buena Vista Street	Rivergrade Road (North of Live Oak Avenue)
El Nido Park	Camino de la Cantera	Little Park of Irwindale	Ramona Boulevard
Fraijo Avenue	Central Avenue	Live Oak Avenue	Schabarum Avenue
Fourth (4 th) Street (South of Arrow Highway)	Diaz Street	Longden Avenue	
Irwindale Avenue (South of Arrow Highway to Cypress Street)	First (1 st) Street	Meridian Street	
Irwindale Community Park	Fourth (4 th) Street (North of Arrow Highway)	Mountain Avenue	
Library	Gladstone Street	Myrtle Avenue	
Los Angeles Street (East of Alderson)	Irwindale Avenue (North of Arrow Highway to Gladstone)	Park Rose Avenue	
Martinez Street	Irwindale Road	Peck Road	
Nora Avenue	Los Lomas Road	Rivergrade Road (North of Live Oak Avenue)	
Peppertree Lane	Martin Road	Ruelas Street	
Police Department	Ornelas Street	Miguel Miranda Avenue	
Senior Center	Salvatierra Street		
Skate Park	Santos Diaz Street		
Tapia Street	Second (2 nd) Street		
Vincent Street (South of Arrow Highway)	Stewart Street		
	Third (3 rd) Street		
	Vincent Street (North of Arrow Highway to City Limits)		

Any new street not listed above shall be added to the list once it is finalized.

Consultant shall perform all services timely in accordance with the following schedule:

Quarter 1: July – September		
Area A	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as diseased, dead, poorly structured and requires pruning.
Area A	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Palm Tree Pruning	Each August, Contractor will prune palm trees. City to submit a work order to Contractor
Citywide	Tree Pruning	Service Request for any tree pruning outside Area A
Quarter 2: October - December		
Area B	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as diseased, dead, poorly structured and requires pruning.
Area B	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Tree Pruning & Planting	Service Request for any tree pruning outside Area B and tree planting citywide
Quarter 3: January – March		
Area C	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as diseased, dead, poorly structured and requires pruning.
Area C	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Tree Pruning & Planting	Service Request for any tree pruning outside Area C and tree planting citywide
Quarter 4: April – June		
Area C	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as diseased, dead, poorly structured and requires pruning.
Area C	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Tree Pruning & Planting	Service Request for any tree pruning outside Area C and tree planting citywide

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Authorization for the Submission of Applications to the California Department of Resources Recycling and Recovery (CalRecycle) for Payment Programs

City Manager's Recommendation:

- 1) Adopt Resolution No. 2021-61-3273, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANTS FOR WHICH THE CITY OF IRWINDALE IS ELIGIBLE."
- 2) Adopt Resolution No. 2021-62-3274, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director
(626) 430-2211



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:

- 1) The City of Irwindale ("City") has been a participant in the California Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling City/County Payment Program since 2003 and Used Oil City/County Payment Program since 2010.
- 2) CalRecycle's Used Oil and Beverage Container Recycling City/County Payment Programs provide funds for cities and counties to set up community outreach and educational programs in their communities. The funds are based on the jurisdiction's population, and CalRecycle's guidelines for use of the funds, which are very strict. The City of Irwindale receives a \$5,000 grant each year for Used Oil Recycling and a \$5,000 grant for Beverage Container Recycling.
- 3) In the past, the City has purchased beverage recycling containers for the Council Chambers, the Senior Center, and the Recreation Center; recycling coloring books for Kidzone and community events; and created ads posted in the San Gabriel Valley Tribune. The used oil recycling program has allowed the City to help support a race car driver at the Irwindale Speedway; provide grassroots efforts through door-to-door informational brochures/flyers, a promotional rag to clean up used oil, and a jar opener; and ads in the San Gabriel Valley Tribune. Each year, at the 4th of July celebration, these and other materials such as recycled bags, reusable straws, and water bottles are given away as part of both of these programs and in conjunction with the city's solid waste and stormwater pollution prevention programs.
- 4) The City has a current Resolution No. 2016-06-2820, authorizing the Public Works Director the authority to submit and sign all CalRecycle documents for the used oil and beverage container recycling payment programs.
- 5) The City is now required by CalRecycle to revise that resolution and update its authorization for the Public Services Director to submit and sign all CalRecycle documents for both these programs in addition to any other programs the City of Irwindale is eligible.
- 6) This program has been successful in creating awareness among City residents and the public at large of the positive effects of beverage container and used oil recycling on the environment.

Fiscal Impact:

Based on past grant cycles, the City of Irwindale receives \$5,000 annually for each grant and both are included in the Public Services Department budget for Fiscal Year 2021/2022.

Attachment(s):

1. Resolution No. 2021-61-3273
2. Resolution No. 2021-62-3274

RESOLUTION NO. 2021-61-3273

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)
GRANTS FOR WHICH THE CITY OF IRWINDALE IS ELIGIBLE**

WHEREAS, Public Resources Code section 48690 et. seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in the furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle's grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council of the City of Irwindale authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Irwindale is eligible; and

SECTION 2. That the Public Services Director, or the designee of the Public Services Director, is hereby authorized and empowered to execute in the name of the City of Irwindale all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

SECTION 3. That these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED and ADOPTED this 14th day of July 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, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-61-3273 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of July 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2021-62-3274

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)
PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City of Irwindale is authorized to submit an application to CalRecycle for any and all payment programs offered; and

SECTION 2: That the Public Services Director, or the designee of the Public Services Director, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

SECTION 3: That this authorization is effective until rescinded by this governing body.

PASSED, APPROVED and ADOPTED this 14th day of July 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, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-62-3274 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of July 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with CWA AIA Inc. for Architectural Design Services for Irwindale Public Library Extension Project; P-999

City Manager's Recommendation:

That the City Council (1) approve Amendment No. 1 to the Contract Services Agreement with CWA AIA, Inc. for Architectural Design Services for the preparation of the Plans, Specifications and Estimate (PS&E) for the Irwindale Public Library Extension Project (P-999), increasing the contract amount to \$293,850.00 (increase of \$179,950.00); (2) approve a 20% contingency for design in the amount of \$58,770 to cover any additional services needed to address unforeseen site conditions during design; and (3) authorize the City Manager to execute Amendment No. 1 subject to City Attorney approval as to form.

Administrative Action:

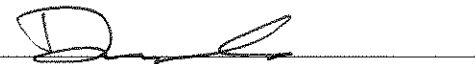
Submitted by:

Arsanious Hanna, Director of Engineering / Building Official



Prepared by:

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



Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

On July 9, 2019, staff issued Requests for Proposals (RFP) for professional design services for the preparation of plans, specifications and cost estimates (PS&E) for the Irwindale Public Library Extension Project. Staff evaluated each proposal received and ranked each consultant based on technical competency, project understanding, experience, staff qualifications and availability, and history. Staff determined CWA, AIA Inc. was the most qualified firm for the project, and recommended awarding the contract for design services to them.

On August 14, 2019, the City Council awarded the contract for professional design services for the Irwindale Public Library Extension Project to CWA AIA, Inc. in the amount of \$113,900.00.

During the design phase of the Irwindale Public Library Extension Project, a structural design contract was also awarded for the Irwindale Recreation Center Improvements project. The Recreation Center project consists of removal and replacement of the existing roof structure, structural improvements and seismic retrofit of the building, removal and replacement of six (6) HVAC units and installation of a new emergency generator. The purpose of this project is to make the Recreation Center an essential facility in an event of an emergency.

As a result of the initial structural assessment of the Recreation Center, it was determined that the Library will also require seismic upgrades to the existing structure and new extension. The Recreation Center and the Library share common walls and are considered a single building on one building footprint.

With structural improvements needed for both the Recreation Center and Library, staff recommends combining both projects into one single project: the Irwindale Recreation Center and Library Improvements project.

Since the Recreation Center will be designated as an essential facility, architectural improvements and modifications to address ADA and building code deficiencies are required in order to effectively serve the community. The existing structural design contract for the Irwindale Recreation Center Improvements project did not include architectural design. Therefore, staff recommends amending the original contract for CWA AIA, Inc to incorporate the additional architectural improvements required at the Recreation Center.

Per Irwindale Municipal Code 3.44.140, the City may contract services without observing the standard procedures when it serves the best interest of the City. Maintaining one architect for both facilities will avoid conflicts in design and coordination and will facilitate efficient management and administration of the project. Administering the projects as one will potentially reduce construction costs and ensure that the engineering and design is consistent between both facilities. Additionally, CWA AIA, Inc. did participate in the standard selection process for the Library Extension Project and was selected to be the most qualified firm to perform the architectural design for this facility.

The PS&E (plans, specification, cost estimates) for the architectural design services of the Recreation Center are identified as follows:

- Public toilet room fixture count upgrades
- Adult Changing All-gender toilet room
- New roofing and insulation as necessary.
- New fire sprinkler system performance specification
- Programming with Recreation Staff for area and space uses
- Create compliant locker, shower and changing areas
- Program Stage usage and access requirements
- Unisex Children's toilet room adjacent to their program area as discussed on balcony
- Access to North Plaza from the program area in the rec center.
- Program and re-design of the commercial kitchen, including Health Department reviews
- Addition of overhead protection at the South Entry to the building (main entrance)
- Wall removals to accommodate planned spaces including lighting and HVAC alterations
- Address sound intrusion into the Library from the Gym and associated elements attached to the shared wall
- Relocate offices as determined by the programming and schematic design effort.
- Provide normal construction observation services, submittals/sample reviews, requests for information, review of payment requests, review of changes.

Fiscal Impact:

The Recreation Building Improvements and Library Extension Projects were originally budgeted over the prior two fiscal years in the Capital Improvement Program (CIP) Fund 48. Any unspent CIP budgets for projects still in progress are carried forward into subsequent fiscal years through completion of the projects. There is sufficient unspent funding in the budgets for these two CIP projects that will be carried forward into the FY 2021-2022 to cover the total value of the contract, including the current amendment and additional contingency.

As noted in this report, the Recreation Building Improvements and Library Extension Projects, and their corresponding budgets, will be combined into one CIP project for FY 2021-2022, to allow for improved construction administration and accounting efficiencies.

Attachment(s):

- Amendment No. 1 to Contract Agreement for Professional Design Services
- Executed Contract Agreement for Professional Design Services

**AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR
ARCHITECTURAL DESIGN SERVICES FOR THE IRWINDALE PUBLIC LIBRARY
EXTENSION PROJECT; P-999**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES FOR THE IRWINDALE PUBLIC LIBRARY EXTENSION PROJECT; P-999 (this "Amendment No. 1"), is dated as of July 14, 2021, by and between the CITY OF IRWINDALE, a municipal corporation ("City"), and CWA AIA, INC., a California corporation, located at 320 Arden Avenue, Glendale, California 91203 (herein "Consultant").

RECITALS:

A. City and Consultant entered into that certain Contract Services Agreement for Architectural Design Services for the Irwindale Public Library Extension project, dated August 14, 2019 ("Agreement").

B. The Agreement established a maximum Contract Sum of One Hundred Thirteen Thousand Nine Hundred and 00/100 Dollars (\$113,900.00) for the services specified therein.

C. By this Amendment No. 1, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 2.3 of the Agreement to account for additional work in the amount of One Hundred Seventy-Nine Thousand Nine Hundred Fifty and 00/100 Dollars (\$179,950.00), which increases the total Contract Sum to Two Hundred Ninety-Three Thousand Eight Hundred Fifty and 00/100 Dollars (\$293,850.00).

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

1. Section 2.1 of the Agreement is hereby amended and shall now read as follows:

"Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Ninety-Three Thousand Eight Hundred Fifty and 00/100 Dollars (\$293,850.00) ("Contract Sum")".

2. Section 2.3 of the Agreement is hereby amended and shall now read as follows:

"Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty percent (20%) of the Contract Sum but not exceeding a total contract amount of Fifty Eight Thousand Seven Hundred Seventy Dollars (\$58,770) or in

the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.”

3. Exhibit “A” of the Agreement entitled “Scope of Services” shall be replaced, in its entirety, by the “Scope of Services” contained in “Revised Exhibit A”, as set forth on pages A-1, A-2, A-3, A-4, A-5 and A-6 attached hereto, and incorporated herein by reference. All references to Exhibit “A” in the Agreement after the date of this Amendment No. 1 shall hereafter mean and refer to Revised Exhibit A, as set forth on pages A-1, A-2, A-3, A-4, A-5 and A-6 attached hereto, collectively.

4. Exhibit “C” of the Agreement entitled “Schedule of Compensation” shall be replaced, in its entirety, by the “Schedule of Compensation” contained in “Revised Exhibit C”, as set forth on pages C-1, C-2, C-3 and C-4 attached hereto, and incorporated herein by reference. All references to Exhibit “C” in the Agreement after the date of this Amendment No. 1 shall hereafter mean and refer to “Revised Exhibit C”, as set forth on pages C-1, C-2, C-3 and C-4 attached hereto, collectively.

5. Except as expressly provided for in this Amendment No. 1 and the exhibits attached hereto, the Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this Amendment No. 1 shall remain unchanged.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

CWA AIA, Inc, a California corporation.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 320 Arden Avenue
Glendale, California 91203

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

REVISED EXHIBIT "A"

SCOPE OF SERVICES

See Attached Proposal



Approach

The design process for the project will be a collaborative effort between the Design Team and the City Staff. Our goal is to create a project that is easy to maintain and provide low operating costs throughout the life of the facility. CWA approaches every project as a unique project. We do bring a considerable amount of past experiences to share but we look at the project as a unique expression of the City and its users and the preferences and wishes of the City Staff who will have to operate and maintain the project.

We would like to begin by having a critical design review of the existing library. We would like to receive input on the design and hear thoughts, concerns and issues that may still exist. The Team will hear firsthand the thinking and prioritization that has occurred on the project. The conceptual design will be massaged and moved forward to present schematic design options.

CWA is committed to design excellence, client service and a team approach. It is our belief that the design must reflect the goals and objectives of the client. We promote a vision-oriented design process that recognizes the need for innovation and creativity posed by the unique requirements of each project.

Our approach to the Irwindale Library Improvements project is simply one of developing a close professional working relationship with the client's team, defining the project's goals, creating a vision to achieve those goals, and designing a solution to implement that vision. We believe that by taking a responsible direction towards your project we will have a great opportunity to make a positive difference in people's lives.

Since its inception, CWA has worked almost exclusively in the public arena. Because of this we have a sensitive understanding of the public process and have developed the skills required to successfully work with individuals, committees, special interest groups within the community, advisory boards and elected officials.

For your project we would help you explore all reasonable options, pointing out the pros and cons of each and recommending a direction based upon our experience. This process involves our ability to ask many questions and listen carefully to the answers. We maintain the flexibility and openness to be able to proceed enthusiastically in a direction that is selected by the team. We don't think in terms of compromises, but rather in terms of progress and refinement.



Approach

Project Management (Principal-In-Charge):

The Principal-In-Charge oversees all functions of the project including client and project management design and contract administration. CWA is successful in a large part due to active Principal participation in the project.

Schedule Control:

Schedule control is a detailed work plan developed and followed during all phases of the project. The plan established duration and sequence of tasks, manpower loading and project milestones to monitor progress. All disciplines, along with the Owner's representative participate in continuous monitoring of the schedule.

Cost Control:

Our approach is to establish cost models to reflect the costs for alternate schemes to put the schemes into a pragmatic framework for making decisions on the scope and complexity of the project. These are based upon the site and program requirements, which balance the reality of first and operating cost and "quality" of the project. This will occur as a major task in an initial programming and conceptual design phase. CWA has assembled what we consider to be an excellent Project Team. CWA and its team members are familiar with the project type and the requirements for a successful facility.

CWA Approach to the Work:

CWA and its team will be providing design, engineering and construction administration services for the improvements to the Irwindale Library project.

CWA and its team will provide a comprehensive architectural and engineering scope of services from design through construction close-out, including:

CWA AIA, Inc., and its team members will meet with City staff to discuss all aspects of the project including project time frame, design alternatives, budget, cost estimates and construction alternatives.

Our team will develop preliminary plans and specifications in a reproducible form, along with preliminary cost estimates and will make a submittal to the City staff for comments and approval.

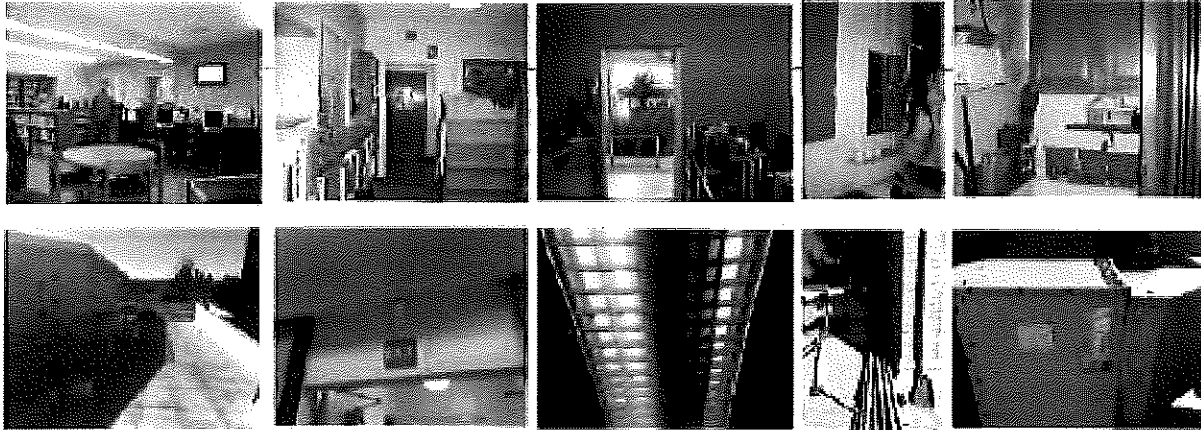
Our team will produce final plans, specifications and bid package in a reproducible form, based on staff comments and applicable Federal, State and City regulations.

Our team will provide construction cost estimates based on the final plans and specifications to the City staff.

Assist staff as required in the bid and post-bid evaluation process, including answering bidder's questions, evaluation of the three lowest responsible bidders, qualifications and references and the overall integrity of their bids.

Construction Administration services will be available as required during the construction period to answer questions concerning the project's design, plans and specifications, both over the phone and at the project site.

Scope of Work



Understanding of Project Requirements

Based on our understanding of the project requirements, the following are design details as described in the RFP dated July 9, 2019.

Design Details

The City of Inverdale will create an extension to the library that will serve as a multi-use space for the library. The uses will include but not be limited to:

- Study Area
- Sit down reading area
- Teen Center
- Children's programming

The addition will require movable furniture to create space that can be used for other library events. Selected firm will look to provide the following:

- a) Extend existing frontage wall on the west side of building to create the multi-use space. CWA will recommend best methods to accomplish this.
- b) Electrical for the new extension.
- c) Existing walkway on west side of building will be removed, modified or replaced accordingly to meet the intended addition.
- d) Alternate option to create multi-use space above existing learning center.



4 June 2021

Mr. Arsanious Hanna

Director of Engineering/Building Official
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, Ca 91706

SUBJECT: Request for Proposal Architectural Services For the Design and Construction Documents for the Irwindale Recreation Center and Public Library Improvement Project

Dear Mr. Hanna,

On behalf of our design team at **CWA AIA, Inc.**, I am pleased to present our proposal for the Architectural Services for the modifications to the Irwindale Recreation Center and Public Library. CWA AIA is currently under contract for the design of the Irwindale Public Library addition. CWA has been asked to provide a proposal for architectural services to address the architectural modifications to the Recreation Center to bring it into compliance with the current building codes. During a meeting with the recreation staff there are also additional program items that need to be addressed in our proposal as it relates to the functions and uses of the building. The library is attached and is considered part of the Recreation building structure. The Recreation building is to be modified and up-graded to the requirements for an essential facility. As a part of this effort the Library will also be required to be upgraded as it is considered the same building. At this time there is not a developed construction budget and will be developed as the scope of the project is developed.

The structures will be revised to address the new code and structural requirements. This will mean re-working the structure, removing the roofing systems, replacement of affected finishes, creating compliant toilet facilities for access and also fixture counts, ADA Upgrades, replacement of aged building HVAC systems, emergency power and the addition of fire sprinklers. The functional uses of the spaces will be rearranged and altered per the staff requirements. The kitchen will be re-designed and remodeled to address Health Department requirements and permitting.

Specific items will include:

- Public toilet room fixture count upgrades.
- Adult Changing All-gender toilet room.
- New Roofing and Insulation as necessary to address envelope requirements.
- New fire sprinkler system performance specification (design/build scope)
- Programming with Recreation staff for area and space uses.



- ▶ Create compliant locker, shower and changing areas
- Program Stage usage and access requirements.
- Unisex Children's toilet room adjacent to their program area as discussed on the balcony.
- Access to North plaza area from Program Area.
- Program and re-design of the Commercial Kitchen including Health Department reviews.
- Addition of overhead protection at the South Entry to the Building.
- Wall removal to accommodate planned spaces including lighting and HVAC alterations.
- Address sound intrusion into the Library from the Gym and associated elements attached to the shared wall.
- Relocate offices as determined by the programming and schematic design effort.
- Provide normal construction observation services, Submittals/Sample reviews, Requests for Information, Review of Payment Requests, Review of Changes

CWA AIA currently has consultants on our team for the Library addition. These will be replaced by WIN Structural Consulting and his team of MEP Consultants. I have outlined our effort in the attached Exhibit A. Currently WIN has modeled the structural elements in Revit. We will use this effort for the Recreation Center and field verify the as-built condition for the basis of our work. The architectural portion of the drawings for the Recreation Center will require approximately 30 sheets of drawings. The Library portion of the work will increase due to the new envelope and structural components and repairs due to the amount of demolition and rebuilding stronger elements. The project will be developed as one set of documents for both the Library and the Recreation Center and will be bid as a single project. Our intent is to merge the architectural envelope system components of the two structures where possible. This will minimize the impact of the additional architectural effort at the Library.

Our additional fee for adding the Recreation Center work is \$179,950. The balance of the fee for the Library will remain.

Reproductions, mileage, plotting and printing expenses shall be billed as a reimbursable expense. If you have any questions regarding this proposal, please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,
CWA AIA, Inc.

Stephen E. Finney, AIA
President

REVISED EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall perform the requested services on a time-and-materials basis as set forth in the Scope of Services in accordance with the following hourly rate schedule provided herein, but not to exceed the Contract Sum of \$293,850.00.

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Consultant to complete the services under this Agreement. Consultant shall not be entitled to any other compensation or reimbursement of expenses beyond the above hourly rate for performance of services under this agreement. Consultant shall charge the above hourly rate for any additional work performed that is authorized by the City in writing.



SCHEDULE OF HOURLY RATES 2021

INTRODUCTION

The following personnel rate categories and reimbursable charges would be made part of the agreement for A/E services. Billable hourly rates will be based on the classification of personnel assigned to the project. The rates set forwards may be annually adjusted by CWA AIA, Inc. at the beginning of each calendar year.

HOURLY CHARGES FOR PROFESSIONAL SERVICES

1	Principal	\$185.00
2	Director of Discipline	\$175.00
3	Project Architect/Project Manager	\$125.00
4	Architect/Job Captain	\$90.00
5	Interior Designer	\$90.00
6	Senior Draftsperson	\$80.00
7	Draftsperson	\$75.00
8	Junior Draftsperson	\$65.00
9	Clerical	\$65.00
10	Consultant	Cost plus 10%

EXPENSES

Reimbursable expenses are in addition to compensation for CWA's services and include expenses incurred by CWA and CWA's employees and consultants directly related to the Project, and as identified in the following:

automobile expenses are charged for vehicular travel to and from the Project from CWA's office at the rate of \$ 0.575 per mile;
authorized out-of- town travel and subsistence expenses are charged at cost;
fees paid for securing approval of authorities having jurisdiction over the Project;
reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service.
renderings, models and mock-ups requested by the Owner.

TERMS

Invoices will be submitted once a month for services performed during the prior month.



218 Ray St., Pleasanton, CA 94566
 & 545 Sansome St., suite #E, San Francisco, CA 94111

Fee Schedule and Payment Terms

Hourly Billing 2020-2025

Regular Rate- Personnel Category

	(\$per hour)
<i>Principal</i>	\$264-290
<i>Associate Principal /Consultant</i>	\$225-247
<i>Project Management Consultant</i>	\$186-205
<i>Staff Consultant</i>	\$175-192
<i>Senior Staff Engineer</i>	\$160-176
<i>Staff Engineer</i>	\$145-160
<i>Project Engineer</i>	\$125-138
<i>Senior Drafter (BIM Technician)</i>	\$145-160
<i>Drafter</i>	\$125-138
<i>Project Administrator</i>	\$86-95
<i>Engineering Aid</i>	\$71-80

Overtime Rate

Rate increased by factor of 1.0 (Straight Overtime rate) for all hours worked in excess of eight (8hrs), Monday through Sunday. All employees are required not to work more than 70hrs a week.

Miscellaneous

Automobile compensation is based on IRS standard Mileage Rate + 15%

Reproduction

- In-house costs for long-distance telephone, faxing, postage, printing and copying will be billed at project labor charges x10%
- Plotter usage..... \$1.20 / Sq. ft.

Sub Contract Labor

WIN might retain outside professional on part-time temporary basis to meet peak workloads. Such contracts will be following the regular rates as published above.

Terms

Billings are payable upon presentation and/or past due at a maximum of 30 days from invoice date. A finance charge of 1.5%/month, or the maximum amount allowable by law will be charged on past due accounts. WIN will make no warranty, either expressed or implied, as to its findings recommendations, specifications, or professional advice except that all work is prepared according to generally accepted and professional engineering practices.

WIN Structural Consulting Group, Inc.
 Cell: 415-652-4511 email: winaguib@winstructural.com

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Award of Contract to provide professional services for the preparation of an Assessment Report and Recommendations for Improvements to the Existing Irwindale Police Department and City Hall Facilities

City Manager's Recommendation:

That the City Council **(1)** approve and authorize the City Manager to execute an agreement, subject to City Attorney approval as to form, with Jeff Katz Architectural, Corporation in the amount of \$173,765.00 for professional services for the preparation of an Assessment Report and Recommendations for Improvements to the existing Irwindale Police Department and City Hall Facilities; **(2)** approve a 20% contingency in the amount of \$34,753 to cover additional services required to address any unforeseen site conditions during assessment.

Administrative Action:

Submitted by:

Arsanious Hanna, Director of Engineering / Building
Official



Prepared by:

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



Reviewed by:

Adrian Guerra, City Attorney

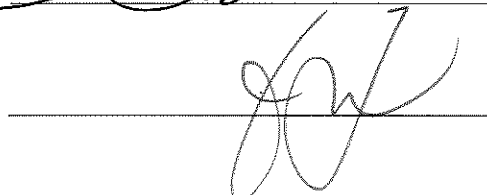
Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, City Manager



Background and Analysis:

The Irwindale Police Department and City Hall Facilities provide crucial day-to-day services to the public. As the City has grown, so has the need to update City facilities to continue to serve the residents of Irwindale.

An assessment report, recommendations for improvements, and a detailed cost estimate for the existing PD and City Hall facilities are needed to help identify the best and most cost-effective options.

On March 22, 2021, staff issued a Request for Proposal (RFP) for professional consultant services for the preparation of an Assessment Report and Recommendations for Improvements to the existing Irwindale Police Department and City Hall Facilities. Staff received a proposal from one (1) architectural firm on May 26, 2021 with the following results:

PROPOSALS FOR THE PREPARATION OF ASSESSMENT REPORT AND RECOMMENDATIONS FOR IMPROVEMENTS TO THE EXISTING IRWINDALE POLICE DEPARTMENT AND CITY HALL FACILITIES			
CONSULTANT	RANKING	FEE PROPOSAL	COMMENTS
Jeff Katz Architectural, Corporation	1	\$ 173,765.00	
WMM Associates			No Proposal Submitted
MWL Architects			No Proposal Submitted
Gensler			No Proposal Submitted
CO Architects			No Proposal Submitted

Staff evaluated the proposal from the consultant based on technical competency, project understanding, experience, staff qualifications and availability. Jeff Katz Architectural, Corporation was determined to be qualified for the project and staff recommends awarding the contract for assessment and recommendations project to them.

It is expected that the assessment report, recommendations and cost estimates will be completed within seven months of the execution of the agreement.

Fiscal Impact:

Sufficient funding for this project in the amount of \$208,518.00 is budgeted in the FY21/22 CIP Budget Account 48-80-800-45200-8237. This budget for this project is primarily funded by Development Impact Fees.

Attachment(s):

- Contract Agreement for Professional Consultant Services

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
ASSESSMENT AND RECOMMENDATIONS FOR IMPROVEMENTS TO
THE EXISTING IRWINDALE POLICE DEPARTMENT AND CITY HALL
FACILITIES

This PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 14th day of July, 2021, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and JEFF KATZ ARCHITECTURAL, CORPORATION, 6353 Del Cerro Boulevard, San Diego, CA 92120(herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Seventy Three Thousand Seven Hundred Sixty Five Dollars and No Cents (\$173,765) ("Contract Sum").

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

charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty percent (20%) of the Contract Sum but not exceeding a total contract amount of Thirty Four Thousand Seven Hundred Fifty Three Dollars (\$34,753) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and

content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

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

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

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

5.2 Other Provisions or Requirements.

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

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

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be

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

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

8. MISCELLANEOUS

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

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

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

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests"

pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

William Tam, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONSULTANT:

Jeff Katz Architectural, Corp.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 6353 Del Cerro Boulevard
San Diego, CA 92120

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

01 IMPLEMENTATION PLAN

Our team tackles a wide variety of public facility projects. No building, site, or city is the same, and our breadth of experience grants us the ability to identify critical success factors, discuss mitigation of potential roadblocks, and strive to add value in conjunction with you, the owner and stakeholders. JKA fully understands the project requirements as set forth in the scope of work and is prepared to accommodate the City's requests or provide alternate design recommendations based on our experience.

PROJECT OBJECTIVE:

The intent of this project is to provide the City of Irwindale with a comprehensive assessment report of the Police Department and City Hall facilities, present informed recommendations for improvements to bring the existing facilities up to current standards, and provide a cost estimates for all recommended improvements.

KEY TASKS TO BE PROVIDED:

- / Review and verification of existing conditions and documentation available for the Police Department and City Hall facilities.
- / Compile Assessment Reports addressing recommendations for renovations, additions and complete reconstruction for each facility.
- / Recommendations for the Police Department's specific needs.
- / ADA upgrade recommendations.
- / Draft Assessment Report and Cost Estimates
- / Final Assessment Report and Cost Estimates



01 IMPLEMENTATION PLAN

PROJECT MANAGEMENT AND ADMINISTRATION

Following official notice to proceed, the project will begin with a Project Orientation meeting with key staff, to discuss the Team's approach, the expectations of the City, the project timetable, and the initial data collection effort. Orientation will roll into the next task, Data Collection and Review, and include obtaining relevant background information that did not accompany the RFP, such as earlier base plans, as-built documentation, budget background, any City space planning guides (or prototypes), and so on.

The orientation will initiate a close working relationship, define project goals and objectives clearly and carefully, specify project participants and points of resource, refine data collection methodology and tools, establish commitments to project schedules and timeline review points, and set communications mechanisms to be used throughout the project.

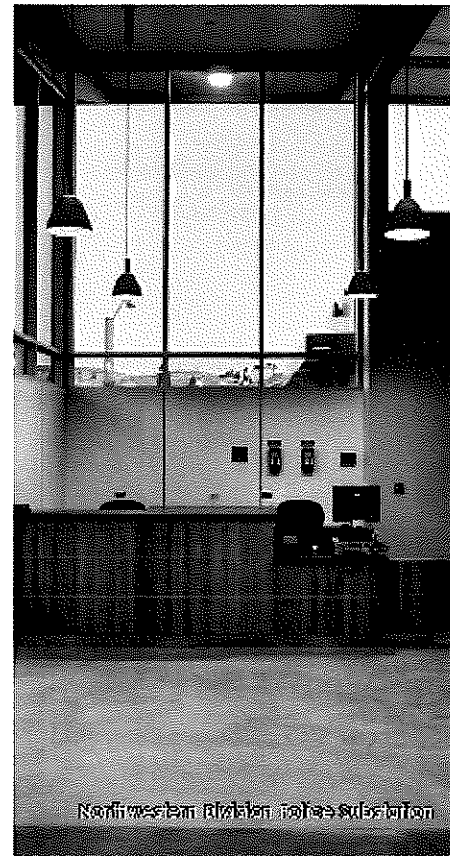
JKA along with Griffin Structures will lead this effort. Jeff Katz will serve as the primary point of contact throughout the needs assessment process and will be present at the kick-off / Orientation meeting and key progress meetings. Dustin Alamo, with Griffin Structures, will lead the space needs assessment efforts alongside JKA staff.

DATA COLLECTION AND REVIEW

Our team will begin this task by reviewing all available building plans / as-builts, organizational charts, and reports provided by the Police Department and City Hall for this project. Then, while the design team focuses on reviewing the existing conditions and implications of renovating or potential expansion, we plan to perform a number of field verification trips to verify functions and space use of the existing facility as a basis for our discussions about current and future space need requirements. One of the unique differentiators of our team is that we utilize a technology called OpenSpace which captures existing conditions using a 360 camera so we can be extremely detailed in our documentation of existing space utilization. This activity helps our team:

1. Understand how the spaces are being utilized;
2. Be prepared to have well-informed discussions with staff when holding a workshop with them regarding their space; and
3. Use the space as a baseline for comparing what is needed in the future.

From an exterior standpoint, we will also request fleet and equipment lists as parking is one of the most challenging aspects for police department sites, particularly when we begin discussing the distinctions between fleet vehicles, personal vehicles, and visitors.



01 IMPLEMENTATION PLAN

STAFF PROJECTIONS

After reviewing the organizational charts to determine how the Department is managed, we will schedule interviews with division heads and/or supervisors (i.e. captains, lieutenants, sergeants) to begin understanding how each area currently operates and plans to evolve over the next 20 years.

We generally meet with lower management first and move up towards captains/chiefs to increase our knowledge base as we progress through the department; however, we can tailor this according to best practices for the Police Department.

We will verify existing staffing levels and explore ideas of how each area may grow or contract in the future as the operation evolves.

Our analysis will also include looking at the City's population projections and how the City Hall and Police Department's sworn officer/ capita counts relate over an agreed upon planning window. This will result in a future staffing projection, sometimes with a number of options, that will serve as the basis for space projections.

We will also discuss options with the Department to consider regional policing options for elements like dispatch, training/shooting facilities, forensic lab and more as a way and means of drawing upon additional funding from adjacent agencies if of interest.

We understand the jail would not be of interest which is helpful to know going into the project.

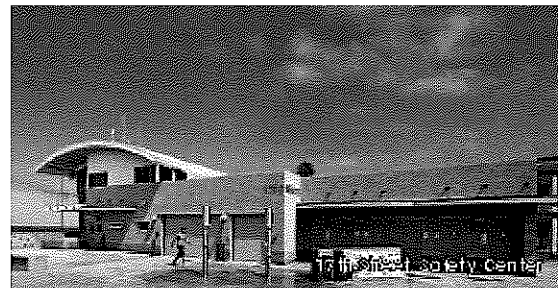
FUTURE POLICING PROJECTIONS

The City has many options to consider regarding how it best deploys its public safety resources. Community engagement has been an overriding theme in public safety for years and is arguably woven into each of the Pillars of the President's Task Force on 21st Century Policing. Police departments are no longer evaluated simply on their ability to respond to calls quickly but also on how they

choose to collaborate and engage with their respective macro and micro communities. All the underlying elements of community engagement; prevention-oriented intelligence- led policing; the Values, Vision, Mission, and Goals of the City; and other best practices in policing will inform our understanding and recommendations for the Irwindale Police Department facility needs. As part of our team, we are proposing as a supplemental scope of work to have Citygate Associates do a thorough review with the Police Department to assess potential changes to future operations.

JKA, along with Citygate, will review documents pertaining to calls for service, crime trends and response times, as well as population and growth trends. In addition, our review will serve as a road map for future staffing needs to assist the City in assessing organizational structure, resource allocation, and geographical patrol boundaries to ensure they are adequate, if not optimal, to provide the highest level of service within the City.

As such, our study will include future projections and goals regarding staffing and geographical boundaries, as well as a true analysis of workload, particularly for patrol operations. We will consider how the City's growth in population and development may impact future services. Our team uses a collaborative approach relying on local and national resources and coordinates public safety expectations alongside architecture, engineering, interiors, planning, and optimization to meet current and future needs.



01 IMPLEMENTATION PLAN

SPACING PROJECTIONS

Once we receive approval from the City and Police Department relative to staff counts, we will begin the space assessment portion of the work. Understanding the operations and staffing levels are key to a successful space projection. We plan to meet with staff in focused workshop settings to extract how their operations utilize space and how they see this evolving in the future. If desired, our workshop can be combined with the staffing activities above; however, we find it most useful and productive to separate the two subjects.

From the office and administrative standpoint, we will discuss workstation standards as well as ancillary support space for special work areas, public contact areas, conference rooms, storage rooms, file banks, and all other elements which are to be provided floorspace in the future plan. This can be programmed in concert with industry (policing) standards or expand into modern cutting-edge private sector space planning approaches, which will be left for the Police Department's discretion. The Records Department and Evidence and Property storage will be reviewed and analyzed for storage space, racking and vertical storage options. Consideration should be given to off-site storage for these elements as well if real estate and security can be provided in alternative locations.

Other areas such as Investigations, Professional Standards, space required for initial inmate booking, fingerprinting, and temporary housing, Dispatch, Emergency Operations Center, Physical and Classroom Training and Lockers, and a myriad of other topics will be discussed in detail with the Police Department.

Each area will also be noted as to special environmental requirements if any, such as non-standard lighting or acoustics, power requirements, floor loading, and so on. For instance, if a gym is planned, we would want to identify rubber floors to call out for our following budget exercise. Attention to space efficiency, use of space standards for similar positions, and modularity all are key parts of the programming process. Approval of standardized workstation allocations will also be facilitated in this activity, and if existing standard workstations are currently in use, then they will be evaluated and adopted as directed.

The result is a comprehensive facilities program of spaces needed, at the individual level, and accumulated based on future locational clustering which can be utilized for design and costing exercises whether it be renovation, expansion or new construction.



01 IMPLEMENTATION PLAN

CONCEPTUAL STATEMENT OF PROBABLE COST

Once the design solutions have been identified, our team will develop cost estimates accordingly. Given that Griffin Structures is a program management firm, it is important to note that they truly understand cost since they manage the planning, design and construction of facilities throughout California.

Once the quantitative and functional space requirements are determined, the existing building condition has been identified, and conceptual options are agreed upon, cost estimates will be prepared for suitable decision making at this stage of analysis. The costs will be based on unit and major component cost factors, and on high-level design information and assumptions prepared as part of this study. Our team has very current experience with the delivery of this facility type and will reflect local construction conditions and the local bid market. We will evaluate building material options to provide alternative cost scenarios for the City's consideration.

The cost model will include "total project costs" to the degree possible. Site costs will be prepared based on information requested of, and provided by, the City. We will include allowances for pre-development costs, building construction costs, architectural and engineering costs, program and construction management, other fees and permits, consulting costs, insurance costs, FF&E allowance, landscaping, relocation and staging allowances, temporary relocation costs (as required), reasonable contingencies, and other appropriate components of total project costs, based on input from the City. Costs will exclude costs for off-site improvements and will be based on site condition information as available.

One of the key factors to include in the cost estimate is the project timing as it has a direct impact on duration and escalation. For instance, if the best option was to renovate and expand the Police Department, our team would determine

the phases of construction and start and stop times to appropriately calculate escalation and general conditions into the cost estimate. Given that we have managed the implementation of many public safety projects throughout our history, we understand keeping the Police Department 100% operational is of the utmost importance and will develop plans which appropriately align with Inwindale PD's mission.



Sausalito Public Safety - Police Station

01 IMPLEMENTATION PLAN

DELIVERY METHOD CONSULTATION

One thing JKA can provide to the City through our consultant, Griffin Structures, will be their delivery method expertise. As a practiced developer and construction manager in the public sector, Griffin has experience in every delivery method available to the municipal arena. Such services include identifying the pros and cons for delivery methods such as design-build, design-bid-build, and integrated project delivery. An area of interest to the City may be the Public-Private Partnership (P3) delivery method, which may offer the ability to consider a nontraditional form of project financing, expedite the schedule, and defer upfront capital expenses and much of the project risk. Griffin has successfully implemented all delivery methods over its nearly 40 years in business and would be pleased to assist the City in offering an approach which best fits its budget, schedule and affinity for risk.

This is just one more area that the JKA team provides value-added services to the City of Irwindale.



EXHIBIT “B”

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall perform the requested services on a time-and-materials basis as set forth in the Scope of Services in accordance with the following hourly rate schedule, but not to exceed the Contract Sum of \$173,765.00.

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Consultant to complete the services under this Agreement. Consultant shall not be entitled to any other compensation or reimbursement of expenses beyond the attached hourly rate for performance of services under this agreement. Consultant shall charge the attached hourly rate for any additional work performed that is authorized by the City in writing.

06 RATE SCHEDULE

(Cost Proposal provided under separate cover.)

The following rates apply to work performed on an hourly basis:

JEFF KATZ ARCHITECTURE | Prime Architect

Principal-in-Charge	\$250.00/hr.
Design Principal	\$220.00/hr.
Project Manager	\$190.00/hr.
QC Manager	\$190.00/hr.
Job Captain	\$150.00/hr.
Specification Writer	\$190.00/hr.
Construction Administrator	\$185.00/hr.
Drafter	\$125.00/hr.
Clerical/Secretarial	\$90.00/hr.

GRIFFIN STRUCTURES | Cost Estimator

Preconstruction Manager	\$185.00/hr.
Cost Estimator	\$165.00/hr.

US ACCESS CONSULTANTS | Accessibility Compliance Consultant

Principal, CASp 019 / RAS 1233	\$200.00/hr.
Senior Accessibility Specialist, CASp 472	\$165.00/hr.

BKF ENGINEERS – Civil Engineer

Principal / Vice President	\$251.00/hr.
Senior Associate	\$225.00/hr.
Associate	\$219.00/hr.
Senior Project Manager	\$218.00/hr.
Project Manager	\$213.00/hr.
Engineering Manager / Surveying Manager	\$197.00/hr.
Sr. Project Engineer / Sr. Project Surveyor	\$183.00/hr.
Project Engineer / Project Surveyor	\$160.00/hr.
Design Engineer / Staff Surveyor	\$140.00/hr.
Technician I, II, III, IV	\$133.00 - \$142.00 - \$155.00 - \$167.00/hr.
Drafter I, II, III, IV	\$104.00 - \$114.00 - \$123.00 - \$138.00/hr.
Utility Locator I, II, III, IV	\$95.00 - \$135.00 - \$161.00 - \$184.00/hr.
Apprentice I, II, III, IV	\$72.00 - \$97.00 - \$107.00 - \$113.00/hr.

06 RATE SCHEDULE

ORIE² ENGINEERING | Structural Engineer

Senior Structural Engineer.....	\$240.00/hr.
Senior Engineer.....	\$185.00/hr.
Engineer I.....	\$145.00/hr.
Engineer II.....	\$115.00/hr.
Engineer III.....	\$105.00/hr.

MCPARLANE & ASSOCIATES | Mechanical & Plumbing Engineer

Principal.....	\$225.00/hr.
Senior Project Manager.....	\$175.00/hr.
Project Manager.....	\$150.00/hr.
Project Engineer.....	\$125.00/hr.
Senior Designer.....	\$100.00/hr.
Designer (Revit / AutoCAD).....	\$85.00/hr.

ELEN CONSULTING | Electrical Engineer

Principal Engineer.....	\$215.00/hr.
Senior Engineer.....	\$160.00/hr.
Engineer.....	\$140.00/hr.
Senior Designer.....	\$105.00/hr.
Designer.....	\$85.00/hr.
CADD Operator.....	\$75.00/hr.

CITYGATE ASSOCIATES | Public Safety Consultant

Citygate President.....	\$250.00/hr.
Public Safety Principal.....	\$250.00/hr.
Police Services Specialist.....	\$195.00/hr.
Report Project Administrator.....	\$135.00/hr.

Additional Reimbursable Expenses will be charged at 1.1 times the direct cost.

Notes: These rates will remain in effect until December 31, 2022, at which time they may be adjusted due to salary reviews.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

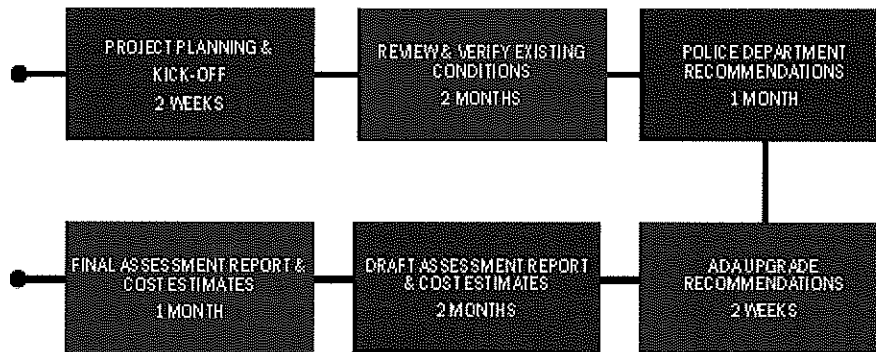
Unless earlier terminated in accordance with this Agreement, the Agreement shall continue in full force and effect until completion of the project, or within seven (7) months of the contract execution date based on the provided Schedule of Performance, whichever comes first. The term of this agreement can be extended for a twelve-month period with written notice issued by the City Engineer. Consultant shall ensure the project remains on schedule.

07 SCHEDULE OF PERFORMANCE

PRELIMINARY TIMELINE

As a team with many years experience on similar projects, we know how long it typically takes to produce an assessment and recommendations for public facilities of this sort. Once awarded the project, we would expect to sit down with the City and stakeholders to tailor a project-specific schedule and deliverables milestones that best meets the City's goals and available timelines. For instance, coordination on timing will be necessary to determine which City Council meeting dates at which we will be presenting. We can typically complete a project of this scope in about seven months, however, this schedule will greatly be influenced by stakeholder availability and City review time.

Preliminary Project Timeline:



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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Update on the American Rescue Plan Act-Coronavirus Local Fiscal Recovery Funding

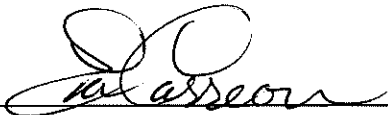
City Manager's Recommendation:

It is recommended that the City Council receive and file this report updating the City Council on the American Rescue Plan Act-Coronavirus Local Fiscal Recovery Funding allocated to the City of Irwindale.

Administrative Action:

Submitted by:

Eva Carreon, Finance Director/City Treasurer
626) 430-2221



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

On March 11, 2021, President Joe Biden signed into law a \$1.9 trillion economic stimulus bill known as the American Rescue Plan Act of 2021 (ARPA). Included in ARPA is an appropriation of \$350 billion in emergency funding to be allocated to eligible state, local, territorial, and Tribal governments. This funding, known as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), is allocated to support all levels of government

which have been on the frontlines of responding to the COVID-19 Emergency. It is intended to help state and local governments by mitigating long-term fiscal impacts of the pandemic.

The \$350 billion CSLFRF is allocated as follows:

Types of Governments to Receive CSLFRF	Amount (\$ Billions)
States & District of Columbia	\$ 195.3
Counties	\$ 65.1
Metropolitan Cities (population over 50,000)	\$ 45.6
Territories & Tribal Governments	\$ 24.5
Non-Entitlement Units (NEU) of Local Government (population under 50,000)	\$ 19.5
TOTAL	\$ 350.0

The City of Irwindale falls under the Non-Entitlement Unit (NEU) category due to its low population size. All funds for NEU's in California will first go to the state Department of Finance (DOF), who will distribute the funds to each NEU. These funds for local governments are referred to as Coronavirus Local Fiscal Recovery Funds (CLFRF).

In order to receive the funds, all NEU's must complete three certification documents required by the U.S. Treasury confirming the acceptance of the funds, and agreeing to all terms and conditions pertaining to the administration, use, and reporting requirements of these funds.

Federal guidance pertaining to all aspects of this funding is not finalized at this time. All cities receive updates periodically with more details on the eligibility, timing, and reporting requirements for these funds. The expedited guidance provided at this time is called the "Interim Final Rule", and this will not be finalized until after July 16, 2021 as the US Treasury is still accepting feedback and comments through this date.

Although some details of the federal guidance on these funds is still subject to change, certain key facts pertaining to this funding at this time are as follows:

A. Receiving the CLFRF

- a. On June 3, 2021, the DOF provided the latest figures of funding allocations to be distributed to each NEU in California. The amount allocated to the City of Irwindale is \$345,914.
- b. On June 23, 2021, the City of Irwindale executed and submitted all certification documents to the State as required through their web portal. The City of Irwindale's certification documents are included as attachments to this report for reference.
- c. The City of Irwindale is scheduled to receive the first half of the payment (\$172,957) in the next couple of weeks. The second half of the payment (\$172,957) will be received by June 30, 2022.

B. Eligible Use of CLFRF

- a. To respond to the public health emergency, or negative economic impacts associated with the COVID-19 Emergency
- b. To support essential workers
- c. To replace public sector revenue losses due to the pandemic. The required revenue loss calculation must include virtually all City funds.
- d. To invest in water, sewer, and broadband infrastructure.

C. Limitations of CLFRF Usage

- a. Only covers eligible expenses incurred from March 3, 2021 through December 31, 2024
- b. Must be at least obligated by December 31, 2024, and completely expended by December 31, 2026
- c. May not be spent on pension obligations, replenishing financial reserves, debt obligations, or for the non-federal match of other federal programs

D. Reporting Requirements

- a. The various reporting requirements include Interim, Quarterly, Annual and Recovery Plan Performance reports.
- b. Reporting requirements vary depending on the type of government. States and large Counties/Metropolitan Cities will be required to submit all reportings listed.
- c. NEU's and small Counties/Metropolitan Cities are only required to submit an annual report. For the City of Irwindale, the first report will be due October 31, 2021, and every year thereafter.

Fiscal Impact

There is no fiscal impact to receive and file this report. This report is to provide an update regarding the status of the American Rescue Plan Act-Coronavirus Local Fiscal Recovery Funding allocated to the City of Irwindale.

Attachments

- 1. Certification of Coronavirus Local Fiscal Recovery Fund Allocation Acceptance
- 2. Assurances of Compliance with Civil Rights Requirements
- 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms & Conditions

CERTIFICATION OF CORONAVIRUS LOCAL FISCAL RECOVERY FUND
ALLOCATION ACCEPTANCE (42 U.S.C. section 603)

I, William K. Tam, am the chief executive or authorized designee of
City of Irwindale, and I certify that:

1. Check one:

☒ In my role as an authorized representative, I am accepting the
City of Irwindale allocation from the Coronavirus
Local Fiscal Recovery Fund.

☐ In my role as an authorized representative, I am declining the
[Insert city or town name here] allocation from the Coronavirus Local
Fiscal Recovery Fund, and authorize this allocation to be transferred to the
State of California. An additional U.S. Treasury form will likely be required
and subsequent information may be requested.

If you are accepting funds, proceed to questions 2 through 5. If you are
declining funds, skip to question 6 and sign and submit the form.

2. I have the authority on behalf of **City of Irwindale** to
report the following information:

☒ Entity's Taxpayer Identification Number

☒ DUNS number

☒ Address

☒ Total budget or top-line expenditure total as of January 27, 2020

3. I certify that my city or town is in compliance with 2 CFR Part 180 and that I
have the authority on behalf of **City of Irwindale** to
submit the following U.S. Treasury documents:

☒ Award Terms and Conditions agreement

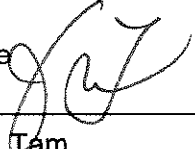
☒ Assurances of Compliance with Title VI of the Civil Rights Act of 1964

4. I certify that the total budget amount provided is supported by an approved
budget document, as of January 27, 2020. If my city or town does not have an
approved budget, I certify that the total annual expenditure amount
provided is supported by accounting documents. I agree to retain copies of
financial records and supporting documentation for five years after all funds
have been expended and the documents in item 3 of this certification and
submit them to U.S. Treasury as required, no later than October 31, 2021

5. I agree to submit a project and expenditures report annually to U.S. Treasury.

6. I understand the State will rely on this certification as a material representation in
distributing Coronavirus Local Fiscal Recovery Relief Funds to
City of Irwindale

Authorized Representative

Signature:  Date: 6/23/2021

Name (Print): William K. Tam Title: City Manager

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Irwindale

6/23/2021

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Irwindale 5050 N Irwindale Avenue Irwindale, CA 91706	DUNS Number: 094455706 Taxpayer Identification Number: 95-6005899 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

City of Irwindale

Authorized Representative: William K. Tam

Title: City Manager

Date signed: 6/23/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

RESOLUTION NO. 2021-59-3271**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REMOVING ARTHUR R. TAPIA FROM THE PLANNING COMMISSION OF
THE CITY OF IRWINDALE**

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

WHEREAS, on December 13, 2001, the City Council adopted Resolution No. 2001-71-1791 thereby appointing Arthur R. Tapia to the Planning Commission for a term expiring December 31, 2005.

WHEREAS, on December 20, 2005, the City Council adopted Resolution No. 2005-82-2099 appointing Mr. Tapia to the Planning Commission for a term expiring December 31, 2009.

WHEREAS, on December 9, 2009, the City Council adopted Resolution No. 2009-70-2428, appointing Mr. Tapia to the Planning Commission for a term expiring December 31, 2013.

WHEREAS, on December 11, 2013, the City Council adopted Resolution No. 2013-62-2656 appointing Mr. Tapia to the Planning Commission for a term expiring December 31, 2017;

WHEREAS, on December 13, 2017, the City Council adopted Resolution No. 2017-94-2992 appointing Mr. Tapia to the Planning Commission for a term expiring December 31, 2021;

WHEREAS, at the meeting of June 23, 2021, by a vote of 3-1, Councilmember Garcia being absent and Councilmember Breceda dissenting, staff was directed to bring forward a staff report for Council consideration to remove Mr. Tapia from the Planning Commission.

WHEREAS, pursuant to Irwindale Municipal Code Section 2.32.020 (C), Planning commissioners may be removed with or without cause, by a majority vote of the City Council at any time.

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

Section 1. The City Council hereby removes Arthur R. Tapia from the Planning Commission.

Section 2. An unscheduled vacancy for a term of office expiring December 31, 2021 is created by this action.

Section 3. The Chief Deputy City Clerk is hereby directed to prepare and post a notice of unscheduled vacancy for the unexpired term ending December 31, 2021, in accordance with California Government Code 54974 (commonly referred to as the Maddy Act).

Section 4. The Chief Deputy City Clerk is hereby directed to bring forward the applications received, for consideration of final appointment for the unexpired term ending December 31, 2021.

Section 5. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to Arthur R. Tapia.

Section 6. This Resolution shall become effective on the date of its adoption.

PASSED, APPROVED, and ADOPTED this 14th day of July 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. 2021-59-3271 was adopted at a regular meeting of the Irwindale City Council held on the 14th day of July 2021 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Consideration of Locations for an Emergency Shelter to House the Unhoused

City Manager's Recommendation:

1. Discuss and provide direction regarding a possible location for an emergency shelter within the City of Irwindale to house the unhoused.

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294



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:

On June 23, 2021, the City Council directed staff to identify potential sites located within the City of Irwindale suitable for an emergency shelter to house the unhoused. An emergency shelter, as defined by Gov. Code, S 65582, subd. (d) and Health and Safety Code, § 50801, subd. (e). is "housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay." This report will be supplemented by a PowerPoint presentation.

Fiscal Impact:

No fiscal impact.

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts

City Manager/ Executive Director's Recommendation:

That the City Council:

- 1) Conduct a Public Hearing for public comments; and
- 2) Adopt Resolution No. 2021-63-3275 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2021-2022, BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS LOCATED WITHIN THE SEWER MAINTENANCE DISTRICT WITH THE IRWINDALE BUSINESS CENTER"; and
- 3) Adopt Resolution No. 2021-64-3276 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2021-2022 BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT".

Administrative Action:

Submitted by:

Eva Carreon, Finance Director/City Treasurer
(626) 430-2221



Prepared by:

Jeanette Duran, Finance Manager



Reviewed by:

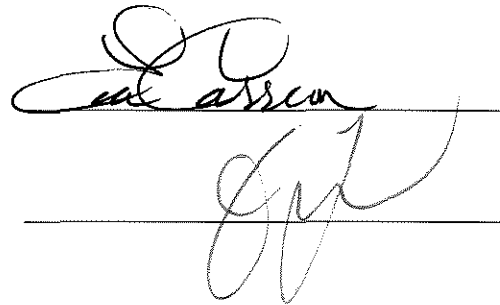
Adrian R. Guerra, City Attorney/Authority Counsel

Eva Carreon, Finance Director/City Treasurer

Approved by:

William K. Tam, City Manager

Electronically Approved

The image shows two handwritten signatures in black ink. The top signature is for Eva Carreon, and the bottom signature is for William K. Tam. Both signatures are written over horizontal lines.

Background and Analysis:

On or about June 28, 2001, in the Fiscal Year 2001-2002, the City Council of the City of Irwindale ("City Council") adopted the Sewer Maintenance District (Irwindale Business Center) and established a sewer maintenance charge for the Sewer Maintenance District for the manner of levying such charge and maximum amounts to be charged for the fiscal year pursuant to the Improvement Act of 1911 (Streets & Highways Code § 5000 et seq.) ("Act");

Furthermore, in Fiscal Year 2001-2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) Resolution Number 2001-42-1762, to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the Street Lighting Maintenance District are appurtenant thereto within and benefiting all assessable parcels of land within the Street Lighting Maintenance District.

In order to maintain the Sewer Assessment District and the Street Lighting Assessment District, both located within the Irwindale Business Center, (each, "Assessment District" and collectively, "Assessment Districts") and to establish the charge rate for the Fiscal Year 2021-2022 assessments, the City retained a professional engineering consulting firm for the preparation of the Engineer's Report for each Assessment District. The Engineer's Report for the Irwindale Business Center Sanitation and Sewage System is prepared in accordance with the methodology stated in Section 5473 of the Health and Safety Code. The Engineer's Report for the Irwindale Business Center Street Lighting Maintenance District is prepared in accordance with the methodology stated in Article 4, Chapter 1, Part 2, Division 15 of the Streets and Highways Code, beginning with section 22565 et seq.

- 1) The proposed assessments will defray the City's costs in the administration of the Assessments Districts. The property owner will have an opportunity to address the City Council concerning the assessment district during the public hearing. Following the completion of the public hearing, the City Council will vote on the

property assessments for the street lighting and sewer maintenance charges for fiscal year 2021-2022 and instruct the County Assessor's office for the collection through tax bills.

- 2) Copies of the two approved Engineer's Reports are included with the Resolution for each Assessment District.
 - a. The Sewer Maintenance District anticipated assessment Levy is \$1,342.14 per Benefit Unit for FY 2021/2022, which is based on the estimated cost of operations, maintenance, and future lift station replacement for that year.
 - b. The Street Lighting Maintenance District assessment to be levied is based upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from the street light maintenance. The Assessment per Benefit Unit is \$121.26.
- 3) The Public Hearing for the Irwindale Business Center Sewer Maintenance District and Irwindale Business Center Street Lighting Maintenance District have been duly noticed in accordance with applicable laws. Following the completion of the respective Public Hearing, it is recommended that the City Council adopt the corresponding resolutions.

Fiscal Impact:

All costs for the maintenance and administration of the two Assessment Districts are budgeted and accounted for in the City's Irwindale Business Center Assessment District Funds 44 and 45. There is no impact to General Fund expenditures, and there is nominal revenue reimbursed to the General Fund as administrative overhead for staff time allocated to the two assessment districts.

Attachment:

- Resolution No. 2021-63-3275
- Irwindale Business Center Sewer Maintenance District Engineer's Report
- Resolution No. 2021-64-3276
- Irwindale Business Center Street Lighting Maintenance District Engineer's Report

RESOLUTION NO. 2021-63-3275

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2021-2022, BEGINNING JULY 1, 2021 AND ENDING
JUNE 30, 2022 FOR THE MAINTENANCE, OPERATION, AND CAPITAL
REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS
LOCATED WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITH
THE IRWINDALE BUSINESS CENTER**

WHEREAS, on or about June 28, 2001, the City Council of the City of Irwindale ("City Council") established a sewer maintenance charge for the Irwindale Business Center for fiscal years 2001-2002, the manner of levying such charge and maximum amounts to be charged for the fiscal year; and

WHEREAS, pursuant to Government Code sections 53750 et seq. a fee or charge is increased for the purposes of Article XIID of the California Constitution, ("Proposition 218") where the methodology used to calculate the fee or charge is revised and the revision results in an increased amount being levied on any person or parcel; and

WHEREAS, pursuant to Proposition 218, in adopting the sewer and maintenance charge for the fiscal year 2001-2002, the City complied with the notice, protest, and hearing requirements of Government Code sections 53750 et seq. and Proposition 218; and

WHEREAS, an Engineer's Report entitled "Sewer Maintenance Charge (Irwindale Business Center)" ("Engineer's Report") for Fiscal Year 2021-2022 has been prepared and filed with the City Clerk and all interested persons are referred to the attached Engineer's Report for a full and detailed description of the sewer fees and charges (collectively "Sewer Maintenance Charge") and boundaries thereof, the work and the proposed amount and parcels within the boundaries subject to such Sewer Maintenance Charge; and

WHEREAS, the City Council and the City Council has duly considered each and every part of the Engineer's Report; and

WHEREAS, the Engineer's Report has not changed the methodology, formula or range of calculating the Sewer Maintenance Charge as that approved by the City Council for the 2001-2002 fiscal year, and as such, the notice, protest and hearing requirements of Government Code sections 53750 et seq. or Proposition 218 are inapplicable to the adoption and imposition of the Sewer Maintenance Charge.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES
RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. Following publication, as required by Section 5473.1 of the California Health and Safety Code, the City Council has held a hearing to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

SECTION 3. That pursuant to Section 5473.3 of the Health and Safety Code, the Engineer's Report filed with the City Clerk on June 24th 2021, is hereby approved and adopted and the Sewer Maintenance Charge is hereby determined and ordered to be the charges and fees for each legal parcel of land in the assessable parcels of land within the District for the Fiscal Year 2021-2022, for the maintenance of the City's sanitation and sewerage system within the District. The amount of the Sewer Maintenance Charge shall constitute a lien against the lots or parcels of land against which the Sewer Maintenance Charge has been imposed as provided in Section 5473.5 of the Health and Safety Code.

SECTION 4. As provided in Sections 5470 et seq. of the Health and Safety Code, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2021-2022 concerning the Sewer Maintenance Charge as part of the property tax collection procedure. The Sewer Maintenance Charge shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

SECTION 5. The City of Irwindale provides sewer services to the properties described in the Engineer's Report and the City will incur expenses for operation and maintenance of the System. The City Council does hereby determine that the public interest, convenience and necessity require that the Sewer Maintenance Charge, as proposed, be imposed upon all real properties located within Tract No. 25436 and be collected by placing the same on the tax bills issued pursuant to rolls for collection. Passage of this Resolution shall constitute the imposition of the Sewer Maintenance Charge for the fiscal year referred to in the Engineer's Report.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

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

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto
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. 2021-63-3275 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of July 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, MMC
Chief Deputy City Clerk



City of Irwindale

Sewer Maintenance District (Irwindale Business Center)

2021/2022 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 23, 2021

Public Hearing: July 14, 2021

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510 | 888.326.6864

Property Tax Information Line
T. 866.807.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT
Establishment of Sewer Maintenance Charge for the:

Irwindale Business Center

City of Irwindale
Los Angeles County, State of California

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 6th day of July, 2021.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale



By: Chonney Gano
Chonney Gano
Project Manager, District Administration Services

By: Tyrone Peter
Tyrone
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2021.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2021.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

To establish a revenue source based on benefit to property for funding the maintenance of public sewer facilities in the 116-acre private development, Irwindale Business Center, the City Council directed the City Engineer to facilitate the formation of the Sewer Maintenance Charge (Irwindale Business Center) (the "District") under the Health and Safety Code ("H&SC"), Sections 5470 et. seq., entitled "Sanitation and Sewerage Systems" which provides a method for collecting funds for the maintenance of sewer facilities on the property tax bills. The funding supported the maintenance of a sewer system and a lift station and the future replacement of the lift station (estimated for the year 2026) in the area known as the Irwindale Business Center.

In Fiscal Year 2001/2002, the City Council of the City of Irwindale (the "City") established the Sewer Maintenance Charge (Irwindale Business Center). The noticing and balloting requirements and other applicable provisions of Article XIID of the California State Constitution were followed with respect to the formation of the Sewer Charge. It was determined that the sewer maintenance charge was a property-related charge and should be levied upon each parcel within the boundaries of the Irwindale Business Center. A maximum charge rate of \$829.38 per benefit unit ("BU") was established for Fiscal Year 2001/2002.

The rate imposed each year will be based on the estimated cost of operations, maintenance, and future lift station replacement for that year. For any year in which all other rates imposed under the Sewer Charge are adjusted by the change in the Consumer Price Index ("CPI"), the maximum rate will also be adjusted by the CPI.

Section 5473 of the H&SC requires this Engineer's Report ("Report") to be prepared and filed with the City Clerk each year for the purpose of establishing the charge rate. The charge rate for Fiscal Year 2021/2022 is presented herein in accordance with the methodology as set forth below.

Following approval of this Report, the City Council will hold a public hearing to provide an opportunity for any interested person to be heard. At the conclusion of the public hearing, the City Council may adopt a resolution confirming the levy of the charge as proposed or as modified.

II. Description of the Improvements

The City's existing sewer system facilities in the Irwindale Business Center include approximately 7,500 L.F. of 8" to 12" VCP gravity public sewer main and a sewer lift station, (3'-6" X 14", 1400 GPM, 75 HP dry well pumps and a 12,000 gallon wet well) built to capacity for the project.

III. Estimate of Cost

The cost of operation, maintenance, servicing of the improvements and the replacement of the lift station for Fiscal Year 2021/2022, as described above, are summarized herein and described as below.

SEWER MAINTENANCE COST ESTIMATE FOR FISCAL YEAR 2021/2022	
Beginning Fund Balances (07/01/2021)	
Lift Station Replacement Fund Balance	\$181,412
Total Beginning Fund Balances	\$181,412
Budget Items	
Annual Maintenance Cost (Sewer)	\$12,000
Annual Maintenance Cost (Lift Station)	10,000
Engineering & Administrative Services	18,640
District Administration	1,900
Public Notice Publication	620
Legal Fees	170
Maintenance & Administration Costs	\$43,330
Replace Lift Station / Bypass System ⁽¹⁾	\$105,084
Loan Repayment ⁽²⁾	0
Loan Interest Expense	0
Balance to Levy⁽³⁾	\$148,414
Total BU	110.58
Levy per BU FY 2021/2022	\$1,342.14
Max Rate per BU FY 2021/2022	\$1,342.14
Estimated Ending Fund Balances (06/30/2022)	
Lift Station Replacement Fund Balance ⁽¹⁾	\$286,496
Total Ending Fund Balances	\$286,496

(1) Annual cost for the replacement of the lift station at the end of its useful life estimated to occur in the year 2016. This cost was estimated to be \$750,000 in 2000. Due to increased equipment, material, and labor costs in 2007 the Los Angeles County Maintenance Division recommended a 30% increase to this estimate to a cost of replacement of \$975,000. In addition, in 2014 the Los Angeles County Maintenance Division recommended construction of a bypass system to allow for continuous operation while routine maintenance continues to be performed on the gravity sewer main. Furthermore, the replacement of the station sewer piping shall use stainless steel pipes instead of ductile iron pipes. This increased the cost from \$975,000 to \$1,325,000. The replacement of the gravity sewer main was scheduled to begin in Fiscal Year 2014/2015 and was estimated to be completed in 2-3 years. As such, the total amount to collect became \$1,325,000 - \$825,000 (Collected through Fiscal Year 2013/2014) = \$500,000 over the next 6 years starting Fiscal Year 2014/2015. Annual charge starting Fiscal Year 2014/2015 = \$500,000/6 years = \$83,333.33 per year. However, the City unexpectedly did emergency repair and replacement in Fiscal Year 2014/2015, as explained below, which depleted the funds. The City will continue to collect toward the Lift Station replacement to the maximum capacity allowed in order to replenish the fund.

(2) In Fiscal Year 2014/2015, the City replaced two deteriorated 10" main sewer discharge pipes at the lift station with two 8" high-density polyethylene pipes to prevent sewer spillage and to resume normal operations of the station. These two main sewer discharge pipes extend from the lift station along Charter Street and Tapia Street and the two main lines connect to the County Sanitation District Sewer Main line on Irwindale Avenue. The fund balance in the District did not have sufficient funds to cover the entire cost of the project. The City Council approved a loan from the General Fund in the amount of \$375,000 to be paid off over 5 years with interest to cover this cost. First year loan repayment to start in Fiscal Year 2015/2016 and end in Fiscal Year 2019/2020. The loan was repaid in Fiscal Year 2019/2020.

(3) The net amount to be assessed upon assessable lands within the District being the total operating, maintaining, and servicing costs. Actual levy to the Los Angeles County will vary due to rounding.

IV. Method of Apportionment and Rate Calculator

The land use for all of the parcels within the boundaries of the Sewer Maintenance Charge area as the area fully develops will be industrial. It has been determined that the sewer maintenance charge is a property related charge, and that a charge based on parcel acreage is a reasonable method for apportioning the maintenance costs. The special benefit will be expressed as a Benefit Unit ("BU"). For every parcel one benefit unit (1.00 BU) will be assigned per acre.

- Developed and undeveloped parcels will be assessed one (1) benefit unit per acre.
- Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements.

The sewer lift station located on parcel 8417-036-900, the storm water detention basin on parcel 8417-027-094 which later became parcel 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the sewer system, and are exempt from the maintenance charge.

Southern California Edison has purchased parcel 8417-036-002 which became 8417-036-800. This parcel is not exempt from the Sewer Maintenance Charge and is assessed as parcel 9014-800-001(State Board of Equalization assigned parcel number or "SBE").

	Parcels	Acreage	Benefit Units
Developed and Undeveloped	21	107.85	107.85
Exempt	2	2.73	2.72
Total	23	110.58	110.58

The Fiscal Year 2021/2022 Sewer Maintenance Charge rate is calculated as follows:

The Maximum Allowable Assessment rate for Fiscal Year 2021/2022 is \$1,342.14. The rate is calculated by adjusting the maximum rate established for Fiscal Year 2001-02 of \$829.38 per BU by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim, Area for the prior year (CPI April 2020 = 275.853, CPI April 2021 = 285.808, increase of 61.83% cumulatively).

Sewer Maintenance Total Costs: \$148,414

Sewer Maintenance Charge Rate Fiscal Year 2021/2022:

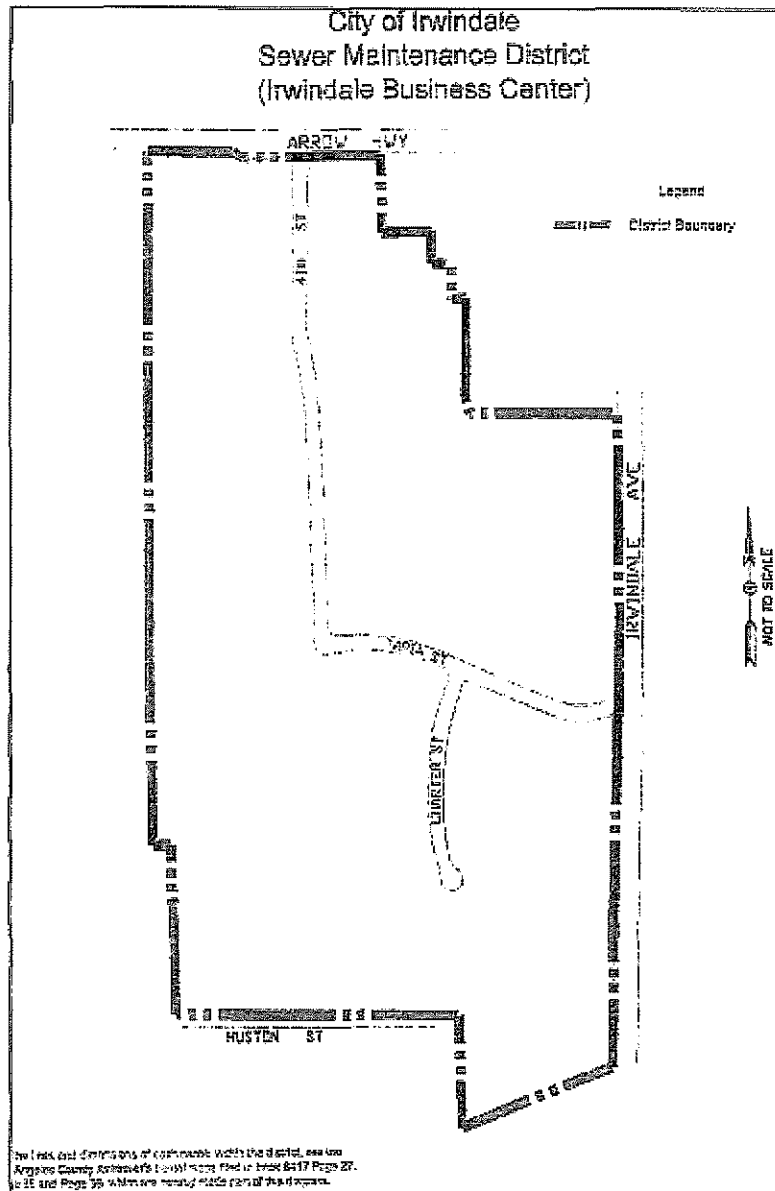
$\$148,414 \div 110.58 \text{ Total BU} = \$1,342.14/\text{BU}$

Maximum Sewer Maintenance Charge Rate: \$1,342.14 /BU

This maximum rate reflects the April 2020 to April 2021 CPI increase of 3.60% over last year's maximum rate of \$1,295.50

V. District Assessment Diagram

The lines and dimensions of each lot or parcel within the Sewer Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VI. 2021/2022 Assessment Roll

The proposed Fiscal Year 2021/2022 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

**City of Irwindale
Sewer Maintenance Charge (Irwindale Business Center)
Fiscal Year 2021/2022 Preliminary Assessment Roll**

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$7,260.98
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	5,194.08
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	8,710.49
8417-027-091	4889	4TH ST	10.73	1.0	10.73	14,401.16
8417-027-092	4821	4TH ST	3.03	1.0	3.03	4,066.68
8417-027-093	4818	4TH ST	4.77	1.0	4.77	6,402.01
8417-035-006	5091	4TH ST	15.01	1.0	15.01	20,145.52
8417-035-007	4981	4TH ST	8.03	1.0	8.03	10,777.38
8417-035-008	4982	4TH ST	2.02	1.0	2.02	2,711.12
8417-035-009	5012	4TH ST	2.14	1.0	2.14	2,872.18
8417-035-010	5082	4TH ST	5.82	1.0	5.82	7,811.25
8417-035-011	5086	4TH ST	4.66	1.0	4.66	6,254.37
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	5,596.72
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	11,649.78
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	2,402.43
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	2,657.44
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	959.63
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	1,583.73
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	616.04
8417-035-034	15612	ARROW HWY	0.50	0.0	0.50	671.07
8417-035-035	15642	ARROW HWY	2.22	0.0	2.22	2,984.92
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	13,316.71
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	9,364.11
Total:			110.58		110.58	\$148,409.80
Parcel Count:						23

⁽¹⁾ Assessment for Southern California Edison's parcel was submitted under the company's SBE account 9014-800-001

RESOLUTION NO. 2021-64-3276

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2021-2022 BEGINNING JULY 1, 2021, AND ENDING JUNE
30, 2022, FOR THE MAINTENANCE OF THE STREET LIGHTING LOCATED WITHIN
THE EXISTING IRWINDALE BUSINESS CENTER
STREET LIGHTING MAINTENANCE DISTRICT**

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES RESOLVE AS
FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. Engineer's Report. The City Council hereby finds that each and every part of the Engineer's Report is sufficient, and the City Council hereby approves, passes on and adopts the Engineer's Report as submitted to the City Council and filed with the Deputy City Clerk. The report as may be amended at or prior to the public hearing shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to this resolution of Intention.

Section 3. Statement of Intention. The public interest and convenience require, and it is the intention of the City Council, to levy and collect assessments within the District, generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District, for the fiscal year 2021-2022.

Section 4. Description of Work. The District shall provide for the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, street lighting and facilities which are appurtenant thereto. Reference is made to the Engineer's Report on file in the office of the Deputy City Clerk for a more detailed description of the work to be done, the amount of the proposed assessments and the method of assessment.

Section 5. Description of Street Lighting and Maintenance District. The contemplated work, in the opinion of the City Council, is of special benefit to, and the City Council hereby makes the expense of said work chargeable upon, all the property within the District, which is more particularly described on a map on file in the office of the Deputy City Clerk, entitled "Irwindale Business Center Street Lighting and Maintenance District."

Section 6. Street Lighting and Maintenance. All work proposed shall be done in accordance with the Act.

Section 7. Certification. The Chief Deputy City Clerk shall certify the adoption of this Resolution.

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

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto,
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. 2021-64-3276 was duly passed and adopted at a regular meeting of the Irwindale City Council held on the 14th day of July 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk



City of Irwindale

Street Lighting Maintenance District (Irwindale Business Center)

2021/2022 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 23, 2021

Public Hearing: July 14, 2021

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:
Street Lighting Maintenance District
(Irwindale Business Center)

City of Irwindale
Los Angeles County, State of California

This Report describes the Street Lighting Maintenance District including the improvements, budget, parcels and assessments to be levied for Fiscal Year 2021/2022, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 6th day of July, 2021.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale



By: Chonney Gano
Chonney Gano
Project Manager, District Administration Services

By: Tyrone Peter
Tyrone Peter
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2021.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2021.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

This Engineer's Report ("Report") has been prepared pursuant to and in compliance with the requirements of Article 4, Chapter 1, of the Landscaping and Lighting Act of 1972 (the "1972 Act") which is Part 2, Division 15 of the California Streets and Highways Code and Article XIID of the Constitution of the State of California ("Article XIID"), in Fiscal Year 2001/2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) ("District") to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the District are appurtenant thereto within and benefiting all assessable parcels of land within the District.

Noticing and balloting requirements and other applicable provisions of Article XIID were followed with respect to the formation of the District. The assessment to be levied upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from street light maintenance. A maximum assessment rate of \$97.29 per Benefit Unit ("BU") was established for Fiscal Year 2001/2002. For any year in which all other rates imposed under the District are adjusted by the change in the Consumer Price Index, the maximum rate will also be adjusted by the Consumer Price Index.

II. Facilities Maintained by the District

A) Street Lighting

The public street lighting system within the proposed District boundaries is owned by the Southern California Edison Company and currently consists of 22 lights, as shown below:

No. of Lights	Size in Lumens	Type of Light
22	16,000	High Pressure Sodium Vapor Lamps

III. Plans and Specifications

A) Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

The improvements are the operation, maintenance, rehabilitation and servicing of lighting and appurtenant facilities. The facilities and improvements are described as follows:

B) Lighting and Appurtenant Facilities

Street lighting improvements include but are not limited to: poles, fixtures, bulbs, conduits, and conductors, equipment including guys, anchors, posts and pedestals, metering devices, and appurtenant facilities as required to provide safety lighting and traffic signals in public rights-of-way and dedicated easements within the boundaries of the District.

The public lighting system will be maintained to provide adequate illumination. Power for street lights will be furnished by the Southern California Edison Company, or such agency as determined by the City.

C) Operation

Operation includes, but is not limited to, the furnishing of personnel, electrical energy, materials, contracting services, administration, and other items and functions necessary for the satisfactory operation of the public lighting facilities and appurtenant facilities.

D) Maintenance

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the public lighting facilities and appurtenant facilities.

E) Rehabilitation

Rehabilitation means the repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities as required for their intended function.

F) Servicing

Servicing means the maintenance of any of the public lighting facilities or appurtenant facilities, and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Engineer and are by reference herein made a part of this Report.

IV. Estimate of Cost

The cost of the operation, maintenance, rehabilitation, and servicing of the improvements for Fiscal Year 2021/2022, as described in Part III, are summarized herein and described below the table.

STREET LIGHTING MAINTENANCE COST ESTIMATE FOR FY 2021/2022	
REVENUE	
Beginning Fund Balance (7/01/2021) ⁽¹⁾	\$24,916
Assessments (FY 2021/2022) ⁽²⁾	13,400
Total Revenue	\$38,316
EXPENDITURES ⁽³⁾	
Utilities	
22 Street Lights (16,000 lumens)	
High Pressure Sodium Vapor Lamps	\$2,600
Energy Charge Per Lamp	1,200
Anticipated SCE rate (Increase in FY 2021/2022)	0
Reserve (Fund Balance is able to offset unexpected utility) ⁽⁴⁾	0
Assessment Engineering Services	1,900
District Administration	6,930
Legal Fees	170
Public Notice Publication	600
Total Expenditures	\$13,400
Estimated Fund Balance (6/30/2022)	\$24,916
Assessment per Benefit Unit	\$121.26
Maximum Assessment per Benefit Unit	\$157.44
Max Rate Per BU FY 2021/2022	\$157.44
Levy per BU FY 2021/2022	\$121.26
BU	110.51

Revenues

- (1) The amount of any surplus or deficit in the improvement fund to be carried over from a previous Fiscal Year.
- (2) The net amount to be assessed upon assessable lands within the District being the total operation, maintenance, and servicing costs. Actual levy to the County of Los Angeles will vary slightly due to rounding.

Expenditures

- (3) The total costs for improvements to be made for the year, being the total costs of operation, maintenance, and servicing all existing improvements, including all incidental expenses.
- (4) The expenditures may include a reserve that shall not exceed the estimated costs of maintenance and servicing to December 10 when the City expects to receive its apportionment of assessments from the Los Angeles County. For this Fiscal Year the reserve is not part of the assessment since the fund balance is enough to cover those costs.

V. Method of Apportionment of Assessment

A) General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include operation, maintenance, rehabilitation, and servicing of street lights.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

In addition, Article XIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

B) Proposition 218 Benefit Analysis

In conjunction with the provisions of the 1972 Act, Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2(d) defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIID Section 2(i) defines Special benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIID Section 4(a) defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement,

or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

C) Apportionment by Parcel Size

Acreage has been selected as the principal unit for calculating the special benefit conferred upon the parcels by the street lighting improvements and for apportioning the total assessment. The special benefit will be expressed as Benefit Unit (BU). Every parcel will be assigned one benefit unit (1.0 BU) per acre.

- **All developed and undeveloped parcels.** All parcels will be assessed one (1) benefit unit per acre.
- **Exempt.** Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements. The storm water detention basin on parcel 8417-027-094, which became 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the lighting system and are exempt from the lighting assessment.

Southern California Edison has purchased parcel 8417-036-002, which became 8417-036-800. This parcel is not exempt from the lighting assessment and is assessed as State Board of Equalization ("SBE") parcel 9014-800-001.

The sewer lift station located on parcel 8417-036-900 benefits: therefore, it is not exempt and is included in the lighting assessment.

A summary of Benefit Unit (BU) rates is shown in the table below:

<u>Land-Use Category</u>	<u>Basic Unit</u>		<u>BU Factor</u>		<u>BU Rates</u>
Exempt	0 acres	X	0.0	=	0.0 BU/Acre
All other	1 acres	X	1.0	=	1.0 BU/Acre

D) Special Benefit Determination

Street Lighting: Proper maintenance and operation of the street lighting system benefits all properties by enhancing overall safety, mitigating crime, alleviating the fear of crime, and promoting business and industry.

Street lighting provides special and direct benefit to all properties within the District as these lighting benefits are directly related to the positive enhancement of the area and therefore increase property desirability.

E) Assessment Rate Calculation

The Maximum Allowable Assessment rate for Fiscal Year 2021/2022 is \$157.44. This rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/2002 of \$97.29 per Benefit Unit by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The maximum rate reflects the April 2020 to April 2021 CPI increase of 3.60% over the maximum rate of \$151.96 for Fiscal Year 2020/2021.

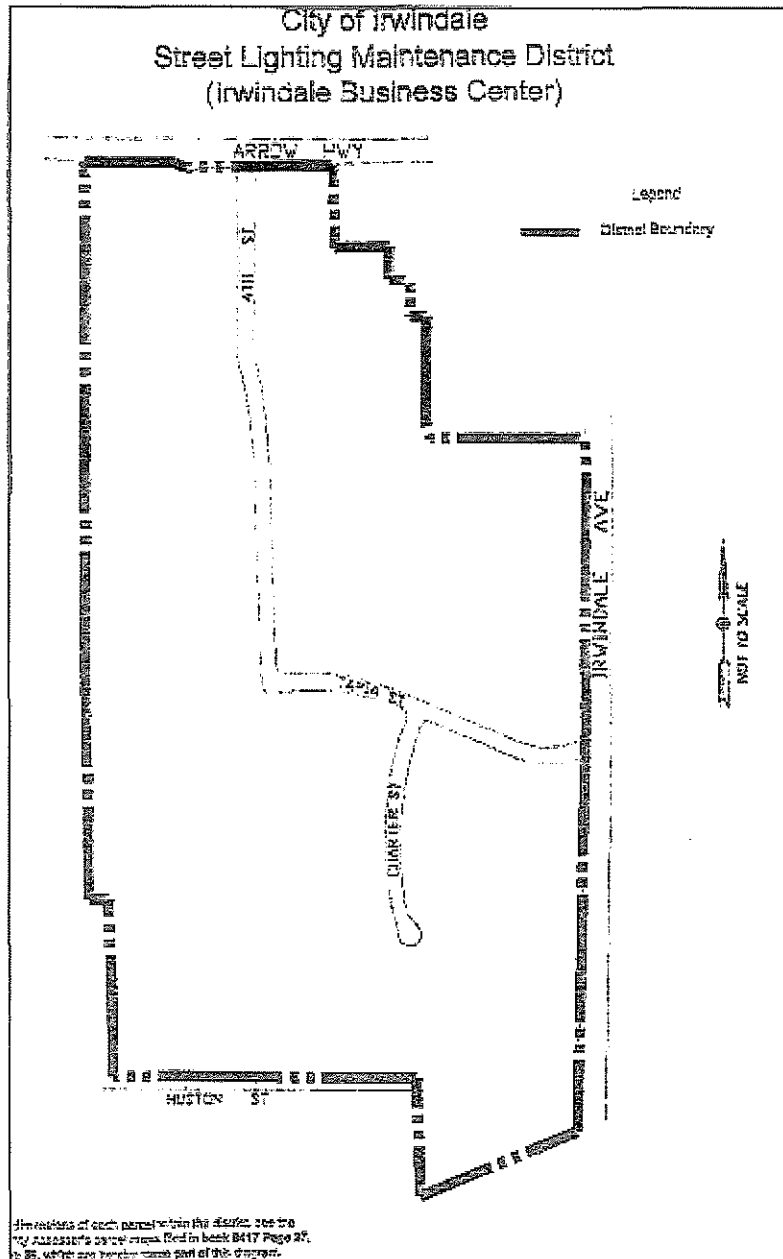
Land Use	Parcels	Acreage	Benefit Units
All Developed and Undeveloped	24	110.51	110.51
Exempt	0	0.00	0.00
Total:	24	110.51	110.51

As shown in the budget in section IV, the assessment rate for Fiscal Year 2021/2022 is \$121.26 per BU.

Each year, as the City maintains the existing street lighting improvements, the rate per BU will be calculated according to the current year's operations and maintenance budget.

VI. Boundary Map

The lines and dimensions of each lot or parcel within the Street Lighting Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VII. Assessment Roll

The proposed Fiscal Year 2021/2022 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

City of Irwindale
Street Lighting and Maintenance District (Irwindale Business Center)
Fiscal Year 2021/2022
Preliminary Assessment Roll

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$656.02
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	469.28
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	786.98
8417-027-091	4889	4TH ST	10.73	1.0	10.73	1,301.12
8417-027-092	4821	4TH ST	3.03	1.0	3.03	367.42
8417-027-093	4818	4TH ST	4.77	1.0	4.77	578.41
8417-035-006	5091	4TH ST	15.01	1.0	15.01	1,820.11
8417-035-007	4981	4TH ST	8.03	1.0	8.03	973.72
8417-035-008	4982	4TH ST	2.02	1.0	2.02	244.95
8417-035-009	5012	4TH ST	2.14	1.0	2.14	259.50
8417-035-010	5082	4TH ST	5.82	1.0	5.82	705.73
8417-035-011	5086	4TH ST	4.66	1.0	4.66	565.07
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	505.65
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	1,052.54
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	217.06
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	240.09
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	86.70
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	143.09
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	55.66
8417-035-034	15612	ARROW HWY	0.50	1.0	0.50	60.63
8417-035-035	15642	ARROW HWY	1.95	1.0	1.95	236.46
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	1,203.14
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	846.39
8417-036-900	NO	SITUS AVAILABLE	0.20	1.0	0.20	24.25
Total:			110.51		110.51	\$13,399.97
Parcel Count:						24

⁽¹⁾ Assessment for Southern California Edison's parcel is submitted under the company's SBE account 9014-800-001

Note: Totals may not foot and total Balance to Levy differs slightly from assessment roll due to rounding.

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

City of
IRWINDALE
AGENDA REPORT

Date: ~~June 23, 2021~~ July 14, 2021
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Equity Sharing Policy

Executive Director's Recommendation:

Approve Equity Sharing Policy for Substantial Rehabilitation and First Time Homebuyer programs.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

BACKGROUND:

Historically, the equity sharing practices of the Irwindale Housing Authority ("Authority") provided for the Authority to retain a significant majority of the excess sale proceeds until year 40 of the 45-year affordable housing period which, when compared against several other affordable housing programs within the State, was within the highest end of the spectrum. Accordingly, it was very difficult for affordable homeowners in the City of Irwindale to build meaningful equity in their affordable homes towards improving their financial status which is one of the paramount objectives of affordable housing programs, including the Authority's programs, throughout the State.

On June 3, 2021, the Authority Board approved a concept for modified equity sharing ratios under both the Substantial Rehabilitation Program ("SRP") and First Time Homebuyer Program ("FTHP") so that the percentage of the equity sharing appreciation amount ("ESAA") retained by homeowners is now much larger than the amount allowed previously. The ESAA is the difference between the sale price that is in excess of the affordable housing price of what is allowable under the Authority's Regulatory Agreement entered into with each affordable homeowner and the original purchase price of the home paid by the affordable homeowner. The Board also directed Authority Counsel to prepare a formal policy for approval, consistent with the Board's action of June 3, 2021. The attached Equity Sharing Policy has been prepared to implement such action.

The highlights of the Equity Sharing Policy for both the SRP and FTHP are provided below.

Substantial Rehabilitation Program:

For the SRP, the Authority loan will be forgiven by 1/20 on an annual basis for 20 years after which time the entire loan will be forgiven. During that 20-year period, the equity sharing ratio ("ESR") will be 10%, meaning the Authority will retain 10% of the ESAA and the homeowner will retain 90% of the ESAA; thereafter, until expiration of the 45-year period, the 10% ESR will decrease by 0.4% per annum.

First Time Homebuyer Program:

For the FTHP, the Authority loan will be forgiven by 1/30 on an annual basis for 30 years after which time the entire loan will be forgiven. During that 30-year period, the ESR will be 15%, meaning the Authority will retain 15% of the ESAA and the homeowner will retain 85% of the ESAA; thereafter, until expiration of the 45-year period, the 15% ESR will decrease by 1% per annum.

It should be noted that the Equity Sharing Policy, once adopted, will become effective immediately upon Board approval. However, any homeowner seeking to avail himself or herself of the policy would need to formally amend his/her Regulatory Agreement in accordance with the new policy.

FISCAL IMPACT:

Unknown at this time.

ATTACHMENT:

Equity Sharing Policy

EQUITY SHARING POLICY
(SUBSTANTIAL REHABILITATION PROGRAM)
(FIRST TIME HOMEBUYER PROGRAM)

Adopted June 23, 2021

Section 33334.3 of the Health and Safety Code permits equity sharing programs to be established allowing sale of owner-occupied units prior to expiration of the 45-year affordability period established through a Regulatory Agreement entered into between an agency and affordable homeowner for a price in excess of the affordable housing price, so long as the agency's investment of moneys from the Low and Moderate Income Housing Fund is protected, including through implementation of a schedule of equity sharing that permits seller and the agency to retain a portion of sale proceeds based on length of occupancy prior to sale. This means that so long as the agency's loan or any current balance of the loan is paid back (including any interest), the agency's investment of moneys from the Low and Moderate Income Housing Fund is protected. Any excess monies collected from the sale retained by the agency are to be deposited in the Low and Moderate Income Housing Fund.

Historically, the equity sharing practices of the Irwindale Housing Authority ("Authority") provided for the Authority to retain a significant majority of the excess sale proceeds until year 40 of the 45-year affordable housing period which, when compared against several other affordable housing programs within the State, was within the highest end of the spectrum. Accordingly, it was very difficult for affordable homeowners in the City of Irwindale to build meaningful equity in their affordable homes towards improving their financial status which is one of the paramount objectives of affordable housing programs, including the Authority's programs, throughout the State.

The Authority Board has now adopted and established equity sharing ratios under both the Substantial Rehabilitation Program ("SRP") and First Time Homebuyer Program ("FTHP") so that the percentage of the equity sharing appreciation amount ("ESAA") retained by homeowners is now much larger than the amount allowed previously. For purposes of this Equity Sharing Policy, ESAA is the difference between the sale price that is in excess of the affordable housing price of what is allowable under the Regulatory Agreement and the original purchase price of the home paid by the affordable homeowner.

Substantial Rehabilitation Program Equity Sharing Ratio:

For the SRP, the Authority loan will be forgiven by 1/20 on an annual basis for 20 years after which time the entire loan will be forgiven. During that 20-year period, the equity sharing ratio ("ESR") will be 10%, meaning the Authority will retain 10% of the ESAA and the homeowner will retain 90% of the ESAA; thereafter, until expiration of the 45-year period, the 10% ESR will decrease by 0.4% per annum.

First Time Homebuyer Program Equity Sharing Ratio:

For the FTHP, the Authority loan will be forgiven by 1/30 on an annual basis for 30 years after which time the entire loan will be forgiven. During that 30-year period, the ESR will be 15%, meaning the Authority will retain 15% of the ESAA and the homeowner will retain 85% of the ESAA; thereafter, until expiration of the 45-year period, the 15% ESR will decrease by 1% per annum.

Examples of how the foregoing operates follow below. An overarching assumption in the examples is that the loan term for the Authority loan will be 20 years under the SRP and 30 years for the FTHP, the latter being an attempt to align with the typical private 30-year loan obtained by homeowners in a standard purchase of a home.

Assumption for Example 1:

SRP (for sales within first 20 years) and FTHP (for sales within first 30 years):

- \$500,000 (sale price) – \$400,000 (original purchase price) = \$100,000 (ESAA).

Assumption for Example 2:

SRP (for sales after first 20 years) and FTHP (for sales after first 30 years):

- \$600,000 (sale price) – \$400,000 (original purchase price) = \$200,000 (ESAA).

Substantial Rehabilitation Program Examples:

Loan Details:

- Loan period to be 20 years.
- Principal on the loan to be reduced by 5% (1/20) per annum during the 20-year period.
- The entire loan is forgiven after 20 years.

Equity Sharing Details:

- For the first 20 years of the loan, the ESR to be retained by the Authority is 10% of the ESAA.
- For years 21 through 45, the ESR will decrease by 0.4% per annum starting in year 21 until year 45 is reached.

Example 1:

- Assume ESAA of \$100,000 and sale during year 5 of 45-year term. Under this assumption:
 - The homeowner would need to repay the remaining balance of the Authority loan; and

- After applying a 10% ESR to the \$100,000 ESAA, the amount of sale proceeds retained by the Authority will be \$10,000 and the homeowner retains the remaining \$90,000.

Example 2:

- Assume ESAA of \$200,000 and sale just after year 25 of 45-year term. Under this assumption:
 - The Authority loan has been forgiven after 20 years. Therefore, the homeowner is not required to repay any portion of the loan.
 - After applying a 8% ESR (10% is reduced by 0.4% per year for 5 years resulting in an ESR of 8%) to the \$200,000 ESAA, the amount of sale proceeds retained by the Authority is \$16,000 and the homeowner retains the remaining \$184,000.

First Time Homebuyer Program Examples:

Loan Details:

- Loan period to be 30 years.
- Principal on the loan to be reduced by 1/30 per annum during the 30-year period.
- The entire loan is forgiven after 30 years.

Equity Sharing Details:

- For the first 30 years of the loan, the ESR to be retained by the Authority is 15% of the ESAA.
- For years 31 through 45, the ESR will decrease by 1% per annum starting in year 31 until year 45 is reached.

Example 1:

- Assume ESAA of \$100,000 and sale during year 5 of 45-year term. Under this assumption:
 - The homeowner would need to repay the remaining balance of the Authority loan; and
 - After applying a 15% ESR to the \$100,000 ESAA, the amount of sale proceeds retained by the Authority will be \$15,000 and the homeowner retains the remaining \$85,000.

Example 2:

- Assume ESAA of \$200,000 and sale just after year 35 of 45-year term. Under this assumption:
 - The Authority loan has been forgiven after 30 years. Therefore, the homeowner is not required to repay any portion of the loan.

- After applying a 10% ESR (15% is reduced by 1% per year for 5 years resulting in an ESR of 10%) to the \$200,000 ESAA, the amount of sale proceeds retained by the Authority is \$20,000 and the homeowner retains the remaining \$180,000.

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

City of
IRWINDALE
AGENDA REPORT

Date: July 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 15854 Juarez Street

Executive Director's Recommendation:

1) Approve the request by Adam Robert Quinones and Mariana Lidia Quinones 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:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William Tam, Executive Director



ANALYSIS:

1. Adam Robert Quinones and Mariana Lidia Quinones, husband and wife as joint tenants ("Owners"), entered into a Regulatory Agreement and Declaration of Covenants and Restrictions with the Irwindale Housing Authority ("Authority"), dated July 18, 2017 ("Agreement"), as part of the Housing Authority's Mayans Low and Moderate Income Housing Purchase Program ("Mayans Program"). Pursuant to the Agreement, the Authority loaned Owners \$360,497 ("Authority Loan") secured by a deed of trust recorded with the Recorder's Office ("Authority Deed of Trust"), to help Owners finance purchase of the property located at 15854 Juarez Street ("Property"). To finance purchase of the Property, Owners also obtained a mortgage from a private lender ("Private Loan") where the current unpaid balance on the Private Loan is \$94,493.44. The Private Loan was also secured by a recorded deed of trust.
2. Authority has received a written request from Owners for the Authority to subordinate the Authority Loan in connection with a proposed refinance of the Private Loan without taking any cash out. The new loan ("New Loan") would be for the amount of \$97,155; the balance of the Authority Loan as of June 30, 2021 was \$306,422.45.
3. 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 the attached 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 Private Loan and any Authority agreement to subordinate to the New Loan essentially places the Authority in the same lien priority position as the status quo, consistent with the intention under the Guidelines.¹ Additionally, the total debt on the Property does not exceed 80% of the appraised value of the Property, qualifying the proposed refinancing for Authority subordination under the terms of the Agreement as well.
4. Approval of this request would permit the Owners to close escrow on the New Loan before their rate lock-in expires.

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.

FISCAL IMPACT:

None because the Authority will be maintaining the status quo with respect to its lien position.

ATTACHMENT:

Subordination Agreement

APN: 8417-028-068

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: 8417-028-068

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 July ____, 2021, by ADAM ROBERT QUINONES and MARIANA LIDIA QUINONES, 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 18, 2017, 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 11, 2017 as document no. 20170906591, and Owners did execute the Affordable Housing Agreement in favor of IRWINDALE HOUSING AUTHORITY, which Affordable Housing Agreement was recorded on August 11, 2017 as document no. 20170906589, 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 2 OF PARCEL MAP NO. 72832, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 385, PAGES 55 AND 56, 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 NINETY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS AND 00/100 (\$97,155.00), dated not later than ____, 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"

ADAM ROBERT QUINONES

Adam Robert Quinones

MARIANA LIDIA QUINONES

Mariana Lidia Quinones

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)

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Policy for Exemptions from Income Qualification for Certain Permitted Transfers

Executive Director's Recommendation:

Approve adoption of Policy for Exemptions from Income Qualification for Certain Permitted Transfers.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

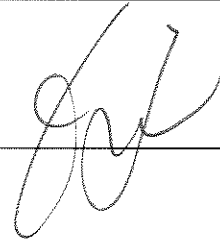
Reviewed by:

Adrian Guerra, Authority Counsel

Electronically Approved

Approved by:

William K. Tam, Executive Director



BACKGROUND AND ANALYSIS:

There exists a conflict between Health and Safety Code Section 33334.3(f)(1) (the "Affordability Statute"), which requires all affordable homeowners to both income-qualify for the home and occupy the unit as their primary residence, and the Irwindale Housing Authority's affordable housing Regulatory Agreements ("Regulatory Agreements"), which exempt certain persons who take title of the affordable units as a "Permitted" transfer (as such term is defined in the Regulatory Agreements) from the income qualification requirement set out in the Affordability Statute.

The Affordability Statute requires that, except to the extent that a longer period of time may be required by other provisions of law, the affordable housing agency shall require that housing units shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than forty-five years (45) for owner-occupied units. In essence, this requires that affordable units must be occupied by affordable homeowners for 45 years.

Because all affordable housing agreements entered into under the Affordability Statute get recorded and therefore, run with the land, the affordability restriction prescribed in such agreements remains applicable to the property regardless of ownership until the expiration of the entire 45-year period. This means all owners must both income-qualify and occupy the unit as their primary residence.

However, the vast majority of Regulatory Agreements, if not all of them, treat transfers of property differently from the Affordability Statute if a transfer is Permitted. The Regulatory Agreements utilize three transfer categories: Permitted, Exempt, and Prohibited. Generally, a "transfer" as defined in the Regulatory Agreements is any sale, assignment, or transfer of an interest in the affordable housing property, including, without limitation, a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the property, or any interest evidenced by a land contract.

A "Prohibited" transfer constitutes an event of acceleration, causing the full balance of the outstanding loan provided by the Housing Authority to the affordable homeowners under the Regulatory Agreements to become due and immediately payable. Generally, an "Exempt" transfer is a sale to an income eligible buyer at an affordable housing cost. "Permitted" transfers result in the new owner taking title to the property by assuming the previous owner's obligations under the loan. Those who take title to the property through a Permitted transfer are, according to the Regulatory Agreements, exempt from the income qualification requirement. Examples of Permitted transfers are the following: transfers to a spouse or child, transfers to a spouse, child or other relative upon death, and transfers which under federal law, would not, by itself, permit the Authority to exercise a due on sale or due on encumbrance clause. For example, under the federal due on sale laws (12 U.S. Code § 1701j-3), heirs taking title from inheritance are exempt, and a lender is prohibited from exercising a due on sale clause.

With the objective of attaining resolution of the conflict described above and obtaining clear direction from the Board, the Board is now being asked to approve the attached policy which essentially reaffirms that any time Regulatory Agreements contain a provision specifying that "Permitted" transfers are to be treated as being exempt from the income qualification requirements prescribed in the Regulatory Agreements, rather than enforcing the Affordability Statute that requires all homeowners to income-qualify for the duration of the affordability period, such transfers will be deemed exempt from the income qualification requirements. It appears such approach is not inappropriate in light of State Regulations found in 25 CCR §6914 which contemplates calculation of gross income at the time of sale of the affordable unit only, presumably as an arms-length transaction rather than transfers to spouses and through inheritances and the like. The policy would apply to all Housing Authority affordable housing projects, including but not limited to, the First Time Homebuyer Program and Substantial Rehabilitation Program.

FISCAL IMPACT:

Unknown at this time.

ATTACHMENT:

Policy

POLICY FOR EXEMPTIONS FROM INCOME QUALIFICATION FOR CERTAIN PERMITTED TRANSFERS

Adopted July 16, 2021

There exists a conflict between Health and Safety Code Section 33334.3(f)(1) (the "Affordability Statute"), which requires all affordable homeowners to both income-qualify for the home and occupy the unit as their primary residence, and the Irwindale Housing Authority's affordable housing Regulatory Agreements ("Regulatory Agreements"), which exempt certain persons who take title of the affordable units as a "Permitted" transfer (as such term is defined in the Regulatory Agreements) from the income qualification requirement set out in the Affordability Statute.

The Affordability Statute requires that, except to the extent that a longer period of time may be required by other provisions of law, the affordable housing agency shall require that housing units shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than forty-five years (45) for owner-occupied units. In essence, this requires that affordable units must be occupied by affordable homeowners for 45 years.

Because all affordable housing agreements entered into under the Affordability Statute get recorded and therefore, run with the land, the affordability restriction prescribed in such agreements remains applicable to the property regardless of ownership until the expiration of the entire 45-year period. This means all owners must both income-qualify and occupy the unit as their primary residence.

However, the vast majority of Regulatory Agreements, if not all of them, treat transfers of property differently from the Affordability Statute if a transfer is Permitted. The Regulatory Agreements utilize three transfer categories: Permitted, Exempt, and Prohibited. Generally, a "transfer" as defined in the Regulatory Agreements is any sale, assignment, or transfer of an interest in the affordable housing property, including, without limitation, a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the property, or any interest evidenced by a land contract.

A "Prohibited" transfer constitutes an event of acceleration, causing the full balance of the outstanding loan provided by the Housing Authority to the affordable homeowners under the Regulatory Agreements to become due and immediately payable. Generally, an "Exempt" transfer is a sale to an income eligible buyer at an affordable housing cost. "Permitted" transfers result in the new owner taking title to the property by assuming the previous owner's obligations under the loan. Those who take title to the property through a Permitted transfer are, according to the Regulatory Agreements, exempt from the income qualification requirement. Examples of Permitted transfers are the following: transfers to a spouse or child, transfers to a spouse, child or other relative upon death, and transfers which under federal law, would not, by itself, permit the Authority to exercise

a due on sale or due on encumbrance clause. For example, under the federal due on sale laws (12 U.S. Code § 1701j-3), heirs taking title from inheritance are exempt, and a lender is prohibited from exercising a due on sale clause.

With the objective of resolving the conflict described above and providing clear direction, the Housing Authority Board has adopted this policy reaffirming that any time Regulatory Agreements contain a provision specifying that "Permitted" transfers will be treated as being exempt from the income qualification requirements prescribed in the Regulatory Agreements, rather than enforcing the Affordability Statute that requires all homeowners to income-qualify for the duration of the affordability period, such transfers will be deemed exempt from the income qualification requirements. It appears such approach is not inappropriate in light of State Regulations found in 25 CCR §6914 which contemplates calculation of gross income at the time of sale of the affordable unit only, presumably as an arms-length transaction rather than transfers to spouses and through inheritances and the like. This policy applies to all Housing Authority affordable housing projects, including but not limited to, the First Time Homebuyer Program and Substantial Rehabilitation Program.

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

City of
IRWINDALE
AGENDA REPORT

Date: July 14, 2021
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: The transfer of property located at 16160 Progress Lane

Executive Director's Recommendation:

Provide direction to staff.

Prepared and Submitted by:

Jamie Traxler, Assistant Authority Counsel

Electronically Approved

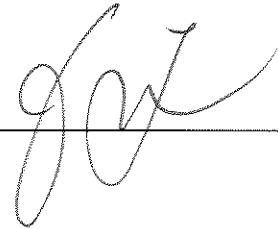
Reviewed by:

Adrian Guerra, Authority Counsel

Electronically Approved

Approved by:

William K. Tam, Executive Director



BACKGROUND AND ANALYSIS:

On March 3, 2005, Ms. Frances M. Islas submitted an application for a Substantial Rehabilitation Housing Improvement Loan ("SR Loan") as part of the City of Irwindale's Low and Moderate Income Home Improvement Program ("Program"). SR Loans are funded to assist in rehabilitating single-family homes with severe cases of deterioration or overcrowding which an owner would not be able to address otherwise. Ms. Islas was approved for an SR Loan to substantially rehabilitate her property located at 16160 Progress Lane, Irwindale, CA 91706 ("Property"). On August 1, 2006 Ms. Islas and the Irwindale Redevelopment Agency ("Agency") entered into an Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with the Land ("Agreement"), whereby the Agency loaned to Ms. Islas the funds necessary to substantially rehabilitate her Property, and the Agency became obligated to preserve the Property at an affordable housing cost for 45-years, pursuant to sections 50052.5, 50093, and 33000, *et. seq.* (Community Redevelopment Law) of the Health and Safety Code.

Health and Safety Code section 33334.3(f)(1) (the "Affordability Statute") applies to all substantially rehabilitated housing units developed or otherwise assisted with moneys from the Low and Moderate Income Housing Fund, pursuant to an agreement approved by an agency. It requires that, except to the extent that a longer period of time may be required by other provisions of law, the agency shall require that housing units shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than forty-five years (45) for owner-occupied units. In essence, this requires that affordable units must be occupied by affordable homeowners for 45 years.

Because the Agreement runs with the land, the affordability restriction remains applicable to the Property regardless of ownership until the expiration of the 45-year period. This means all owners must both income-qualify and occupy the unit as their primary residence.

In July, 2020, the Irwindale Housing Authority (housing successor to the Irwindale Redevelopment Agency, and referred to herein as "Housing Authority") was notified that Ms. Islas had passed away. Subsequently, Ms. Islas' son and grandson, Jon J. Islas and Jon J. Islas, Jr. (the "Applicants"), submitted an application to the Housing Authority in order to take title to the Property, and assume Ms. Islas' obligations under the Agreement, promissory note, and deed of trust, by the execution of an assignment and assumption agreement.

The Agreement treats transfers of property differently depending on whether a transfer is Permitted, Prohibited, or Exempt. As defined under section 4 of the Agreement, a "transfer" is any sale, assignment, or transfer of an interest in the Property, including, without limitation, a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Property, or any interest evidenced by a land contract.

A prohibited transfer constitutes an event of acceleration, causing the full balance of the outstanding SR Loan to become due and immediately payable. Permitted and exempt transfers are not events of acceleration, and the new owner takes title to the property by assuming the previous owner's obligations under the SR Loan. Moreover, those who take title to the property through a permitted transfer are, according to the Agreement, exempt from the income qualification requirement.

Relevant here, the Agreement states that a sale or transfer which under federal law, would not, by itself permit the Agency to exercise a due on sale or due on encumbrance clause shall constitute a permitted transfer. Under the federal due on sale law (12 U.S. Code § 1701j-3), a transfer to a relative resulting from the death of a borrower, and a transfer where the spouse or children of the borrower become an owner of the property is exempt, and a lender is prohibited from exercising a due on sale clause. Because the Applicants are the child and grandson of the original borrower, the transfer of the Property to the Applicants would be exempt from the due on sale clause of the Agreement, and would constitute a permitted transfer such that the Applicants would not have to income qualify for the Property.

Therefore, there exists a conflict between the Affordability Statute, which requires all homeowners to both income-qualify for the home and occupy the unit as their primary residence, and the Agreement, which exempts heirs taking title by inheritance from the income qualification requirement.

Staff now requests direction from the Board regarding whether to enforce the Affordability Statute requiring the Applicants to income-qualify, or enforce the Agreement and permit the Applicants to take title to and remain occupying the Property without income verification.

FISCAL IMPACT:

Unknown at this time.

ATTACHMENT:

Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running With Land

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

City of
IRWINDALE
AGENDA REPORT

HA Item 2C

Date: ~~June 23, 2021~~ July 14, 2021
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Possible Removal of Moderate Income Units from Las Casitas Senior Housing Program

Executive Director's Recommendation:

Provide direction to staff regarding possible removal of moderate income units from Las Casitas Senior Housing Program.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

Reviewed by:

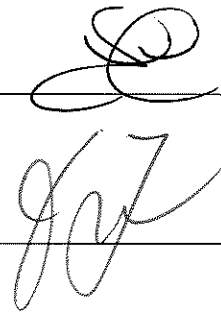
Adrian Guerra, Authority Counsel

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director



BACKGROUND:

At a recent meeting, the Irwindale Housing Authority ("Authority") Board directed staff to explore the possible removal of the moderate income category from the Las Casitas senior low/moderate income housing apartment rental program. The Disposition and Development Agreement ("DDA"), Regulatory Agreement ("RA"), and program Guidelines ("Guidelines") currently provide that five (5) units will be made available to moderate income senior households (to be accurate, the RA and Guidelines provide that "up to" five units be made available).

The DDA requires compliance with the Guidelines and also authorizes the Guidelines to be amended from time to time so long as written notice is given to developer of any amendments containing substantive changes.

In the DDA, Section VIII, subsection A, regarding Compliance with Authority's Las Casitas Housing Guidelines, states:

[i]n addition to the provisions of this Agreement and the Lease/Regulatory Agreement, Developer agrees to abide by the Authority's duly-adopted Las Casitas Housing Guidelines (Guidelines) as such Guidelines may be amended by the Authority from time to time. A true and correct copy of the Guidelines as in effect as of the Effective Date of this Agreement are attached hereto as Exhibit "K". The Authority shall notify Developer in writing of any proposed, substantive amendments to the Guidelines (emphasis added).

The Guidelines state in relevant part:

pertaining to the number of units allocated among the income categories, the Authority reserves the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of Irwindale Seniors (emphasis added).

From review of the foregoing, it could appear the DDA and Guidelines allow the Guidelines to be amended to remove moderate income units from the program without also amending the DDA. However, without language in the DDA that allows amendment of the Guidelines even if the Guidelines are in conflict with the DDA, the proper interpretation of the DDA provision that allows the Guidelines to be amended is that the Guidelines may be amended so long as they are not inconsistent with the DDA. The DDA contains several provisions making it clear that the agreement requires at least some moderate income units, including in Section 702, which provides that five (5) moderate income units are required to be developed; and it does not contain language that the Guidelines may be amended even if the amendment conflicts with the DDA. In all likelihood, therefore, the Guidelines are allowed to be amended without amending the DDA so long as the number of moderate income units does not get reduced to zero (0). Accordingly, if the Guidelines were to be amended from five (5) to zero (0) moderate income units, the DDA and the RA would likely need to be amended as well.

The above notwithstanding, an argument could be made that reallocation of the moderate income units from five (5) to zero (0), from a technical standpoint, is in fact permitted under the DDA as the DDA language is not entirely clear in this regard. This interpretation of the DDA and Guidelines is not completely unreasonable, and the determination of whether the DDA and RA would need to be amended could turn on an assessment of the risks associated with eliminating moderate income units under the Guidelines without also amending the DDA and RA. For example, perhaps input from developer could be helpful in this regard since there may not be any objections to amending the Guidelines without also amending the DDA and RA, especially given that the RA and Guidelines actually require "up to" five (5) moderate income units which of course could mean zero (0) units are required.

FISCAL IMPACT:

Unknown at this time.

ATTACHMENT:

Disposition and Development Agreement (with attached Regulatory Agreement and Guidelines)